

**RUSSELL COUNTY**  
**BOARD OF SUPERVISOR’S MEETING**  
**AGENDA – FEBRUARY 3, 2020**

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Board Room

Regular Meeting

6:00 PM

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Russell County Governmental Center  
Lebanon, Virginia 24266



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**CALL TO ORDER – Clerk of the Board**

**ROLL CALL – Clerk of the Board**

**EXECUTIVE SESSION (CLOSED) – Legal Matters**

**(SCHEDULED ONE HOUR BEFORE REGULAR BOS MEETING - - REGULAR BOS MEETING BEGINS AT 6 P.M.)**

**INVOCATION – Danny Breeding – Bradshaw Memorial Church**

**PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**

**APPROVAL OF AGENDA**

**ACKNOWLEDGEMENT**

1. Phoenix Fleming – RC Animal Shelter Fund Raiser - Lebanon Middle School

**PRESENTATION**

1. Dr. Michelle Meister & Josh Horner – RC Animal Shelter .....A-1
2. Missy Carter – RC Community Work Program
3. Rob Goldsmith – People Inc. – Annual Report
4. Toby Edwards – CPWMA – RC BOS & CPWMA Transfer Station User Agreement

5. Rick Barton – Cleveland Trails Proposal

**PUBLIC HEARINGS**

- 1. County Noise Ordinance (New)
- 2. County Litter Ordinance (Update - Enacted 12/2010)

**NEW BUSINESS**

- 1. Approval of Minutes. Consider approval of the minutes of the following meeting of the Russell County Board of Supervisors.....B-1
  - a. Unapproved minutes of January 13, 2020
  - b. Unapproved minutes of January 21, 2020
- 2. Approval of Expenditures. Consider approval of expenditures presented for payment.....B-2

**CITIZEN’S COMMENT PERIOD (Limited to 3 minutes)**

**CONSTITUTIONAL OFFICER REPORTS AND REQUESTS.**

**COUNTY ATTORNEY REPORTS AND REQUESTS.....C-1**

- 1. CPWMA Transfer Station User Agreement

**COUNTY ADMINISTRATOR REPORTS AND REQUESTS**

**REPORTS**

- 1. U.S. Census Initial Boundary Validation Program (BVP).....D-1
- 2. VCCS & VDSS Joint Supportive Services.....D-2
- 3. 2020 Legislative Forum: 1/21/20 – 1/23/20 Richmond, Virginia.....D-3
- 4. Heather Powers – RC Tourism Coordinator.....D-4
- 5. County Registrar’s Office Computers.....D-5

**REQUESTS**

- 1. RC Project Management Services Contract.....D-6
- 2. Virginia Next Generation 9-1-1 Proposal Acceptance Letter (PAL).....D-7



- 3. Mutual Aid Cooperation Agreement for Law Enforcement Services for Russell County and Scott County, Virginia.....D-8
- 4. Virginia General Assembly Resolution of Support of the “Get a Skill, Get a Job, Give Back” (G3) Initiative.....D-9
- 5. Travel Requests.....D-10

**MATTERS PRESENTED BY THE BOARD**

**ADJOURNMENT**

**COUNTY AGENCY / BOARD REPORTS:**

- Treasurer’s Report.....E
- RC IDA .....F
- RC PSA .....G
- Castlewood W&S .....H
- RC Tourism.....I
- RC Planning Commission .....J
- Conference Center.....K
- RC Fitness Center.....L
- RC Transportation & Safety.....M
- RC Cannery Reports.....N
- RC Building Inspector.....O

**CLOSED SESSION**

Motion made by \_\_\_\_\_, second by \_\_\_\_\_ and duly approved by the Board of Supervisors enter into closed session to discuss Legal Matters pursuant to Section 2.2-3711(A) (1), (3), (5), (7), (8).

The vote was:

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_

**CERTIFICATION OF CLOSED SESSION**

Pursuant to §2.2-3712 (D) of the Code of Virginia 1950, as amended, each member of the Board of Supervisors upon the Roll Call certifies that to the best of their knowledge (i) only public business matters lawfully exempted from the open meeting requirements under the Virginia Freedom of Information Act and (ii) only such public business matters that were identified in the motion(s) by which the closed meeting was convened were heard, discussed or considered in the meeting by the Board of Supervisors.

Any member of the Board of Supervisors who believes that there was a departure from the requirements of clauses (i) and (ii) above shall so state prior to the vote, indicating the substance of the departure that, in his or her judgment, has taken place.

Are there any Supervisors who believe a departure has taken place?

Seeing none, if you agree that the matters heard, discussed or considered during the closed meeting were pursuant only to the motion(s) by which the closed meeting was convened, please signify by saying aye or yes.

Tim Lovelace -

Lou Ann Wallace -

Carl Rhea -

Steve Breeding -

David Eaton -

Rebecca Dye -

Oris Christian -

**APPROVAL TO RETURN TO REGULAR SESSION**

Motion made by \_\_\_\_\_, second by \_\_\_\_\_ and duly approved by the Board of Supervisors to return to regular session.

The vote was:

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Information Item  
Presenters - Various

**Meeting: 2/3/20 6:00 PM**

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## **Acknowledgements**

### **1. Phoenix Fleming – RC Animal Shelter Fund Raiser - Lebanon Middle School**

#### **Staff Recommendation:**

Presentation – Informational Only.

#### **Suggested Motion:**

No Motion Required.

#### **ATTACHMENTS:**

- Award



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Information Item  
Presenters - Various

**Meeting: 2/3/20 6:00 PM**

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## **Presentations**

- 1. Dr. Michelle Meister & Josh Horner – RC Animal Shelter .....A-1**
- 2. Missy Carter – RC Community Work Program**
- 3. Rob Goldsmith – People Inc. – Annual Report**
- 4. Toby Edwards – CPWMA – RC & CPWMA Transfer Station User Agreement**
- 5. Rick Barton – Cleveland Trails Proposal**

### **Staff Recommendation:**

Presentation – Informational Only.

### **Suggested Motion:**

Board Discretion.

### **ATTACHMENTS:**

- Various



BUCHANAN COUNTY:

Mr. Earl Rife  
Mr. Trey Adkins

CUMBERLAND PLATEAU RWMA:

Mr. Andrew Chafin, RWMA Representative  
Mr. Toby F. Edwards, Director of  
Waste Management Services



DICKENSON COUNTY:

Mr. Damon Rasnick  
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. David Eaton  
Mr. Tim Lovelace

January 17, 2020

Mr. Lonzo Lester  
Acting County Administrator  
Russell County Board of Supervisors  
PO Box 1208  
Lebanon, VA 24266

RE: 2020 Russell County Transfer Station Manpower Agreement

Dear Mr. Lester,

Enclosed please find a copy of the Cumberland Plateau Regional Waste Management Authority Manpower Service Agreement. Per the term of our previous agreements your board can extend the manpower service agreement for an additional year—*page 3 Term of Contract*. If you and your board votes to do so please simply write me a letter stating that your board has agreed to extend the agreement.

If you have questions please feel free to contact me at (276) 889-1778 or email [tobyedwards@bvunet.net](mailto:tobyedwards@bvunet.net)

Sincerely,

Toby F. Edwards  
Director of Waste Services  
Cumberland Plateau Regional Waste Management Authority

Cc: Mr. David Eaton, Chair CPRWMA and Russell County Representative  
Cc: Mr. Damon Rasnick, Vice Chairman and Dickenson County Representative  
Cc: Mr. Carl Rhea, Russell County Representative  
Cc: Mr. Brian Ferguson, Russell County Director of Solid Waste

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266  
Phone 276-698-9414 FAX 276-889-8011

[www.cprwma.com](http://www.cprwma.com)

2 copies Enclosed.





**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY  
MANPOWER SERVICE AGREEMENT**

THIS AGREEMENT made as of this 24<sup>th</sup> day of January, 2020, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Russell, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

WHEREAS, the Authority, after causing the construction thereof, has agreed to operate and manage a transfer station in the County of Russell to ensure the availability of an economical and environmentally sound method to handle and dispose of solid waste generated in Russell County; and

WHEREAS, the Authority desires to secure manpower services to operate the Authority's transfer station; and

WHEREAS, the County has offered to provide said manpower services; and

WHEREAS, the Authority agrees to retain County for manpower services in order to efficiently and economically operate the Authority's transfer station in Russell County; and

WHEREAS, in reliance on this Agreement, the County will employ the certified personnel necessary to ensure County's performance hereunder and will provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

**REPRESENTATIONS AND CERTIFICATIONS**

Both parties hereto specifically represent and certify that each has (1) reviewed and

understands the terms and conditions as stated herein; (2) that each has the requisite right, power and authority necessary for the execution hereof; and (3) that any and all requirements imposed by the Virginia Public Procurement Act have been satisfied.

Both parties hereto, by the execution hereof, expressly and unequivocally agree, that County shall be considered as an Independent Contractor hereunder and that no liability resulting from any willful or negligent act or failure to act by County's employees shall be attributable to the Authority. The County specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the Authority from any suit or claim arising out of any breach of this Agreement by the County. The Authority specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the County from any suit or claim arising out of any breach of this Agreement by the Authority.

#### AUTHORITY AND COUNTY OBLIGATIONS

The Authority agrees to be responsible for costs associated with the operation of the transfer station *except* those cleaning and personal hygiene items, wages, taxes, workmen's compensation insurance, liability insurance and other fringe benefits paid to, or for the benefit of, the workers employed by the County assigned to the Authority's transfer station.

#### QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

The Authority shall maintain the Transfer Station open for performance of this Agreement between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding observed holidays as provided for in the User Agreement executed between the Authority and the County. If the County wishes to open additional hours, it shall do so at its own manpower expense. The actual operating hours may be altered, provided both parties agree to changes in the normal posted hours.

## SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

The County shall be responsible for securing necessary certification and approvals from relevant federal, state and local governmental agencies having jurisdiction over its personnel; provided however, the Authority shall retain responsibility for obtaining all permits and approvals relating to the general operation of the Transfer Station. During the term hereof, the County shall provide the personnel certified by the Virginia Department Of Professional and Occupational Regulations for the daily operation of the Transfer Station, all in compliance and certified with applicable laws and regulations. Transfer Station personnel will report directly to the County Administrator and the Authority's Director of Waste Services. Job descriptions and responsibilities will be determined by the Authority and the County Administrator. A copy is on file at the Authority office located at 135 Highland Drive, Lebanon, VA. The County shall provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location and County will supply fuel, tags and insurance for this leachate truck. The Authority agrees to provide uniforms/approved boots for the personnel assigned to the transfer station.

## TERM OF CONTRACT

This Agreement shall be effective as of the 5<sup>th</sup> day of April, 2020. The initial term of this Agreement shall be one (1) year commencing on the 5<sup>th</sup> day of April, 2020. The term of this Agreement shall extend for additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.

## NONDISCRIMINATION

The County shall not discriminate against any person because of race, sex, age, creed,



color, religion, natural origin or handicap.

## INSURANCE

The County or its sub-contractor shall provide and maintain during active operations hereunder, Workers' Compensation Insurance which shall meet the requirement of the Commonwealth of Virginia.

The County or its sub-contractor shall provide and maintain during active operations hereunder Public Liability Insurance, to protect against all claims arising out of the County's negligent or willful acts or omissions in the course of its operations that result in bodily injury, death or property damage.

The County of its sub-contractor shall upon the full execution of this Agreement and thereafter upon request, furnish Authority evidence that the insurance relative to its said acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extent expressly set forth herein.

The limits of liability of all insurance required herein not expressly set forth hereinabove shall be as set forth in Exhibit "A", which is attached hereto and made a part hereof.

## DEFAULT

Except as otherwise provided herein, if either party defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default and the party defaulting shall not have commenced to cure such default within said period and to pursue diligently the completion thereof, the other party may: (i) terminate this Agreement as of any date at least thirty (30) days after the last day of the thirty (30) day period; (ii) cure the default at the expense of the

defaulting party and (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day period such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

#### GENERAL PROVISIONS

Neither party shall assign or transfer, or permit the assignment or transfer of this Agreement or the rights hereunder without the prior written consent of the other party. The Authority expressly reserves the power to demand Contractor to provide qualified personnel at the transfer station. In the event that said employees are not performing to the Authority's needs or specifications, the County will immediately cure said deficiency by supplying alternative qualified personnel. The Contractor will as outlined in this agreement supply at least (3) certified operators as approved by the Virginia Department of Professional and Occupational Regulation Board during daily operations.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, amended or revoked unless in writing and signed by the parties hereto.

From and after the date of this Agreement, the County's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such

performance if prevented by a cause or causes beyond the reasonable control of the County. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by the Agreement; national defense requirements; labor strike, lockout or injunction.

If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each term, clause or provision that is illegal, invalid or unenforceable term, clause or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and any disputes hereunder shall be resolved by the Circuit Court of Russell County, Virginia.

The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the

Cumberland Plateau Regional Waste Management Authority, P.O. Box 386, Lebanon, VA 24266, or addressed to Russell County, 137 Highland Drive, Lebanon, VA 24266.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this 24<sup>th</sup> day of January, 2020, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CUMBERLAND PLATEAU REGIONAL  
WASTE MANAGEMENT AUTHORITY

By:

  
\_\_\_\_\_  
Chairman of the Authority

COUNTY OF RUSSELL BOARD OF  
SUPERVISORS

By:

\_\_\_\_\_  
Chairman of the Russell County  
Board of Supervisors

By:

\_\_\_\_\_  
County Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
Deputy County Attorney for Russell County



STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by Chairman of Cumberland Plateau  
Regional Waste Management Authority this the 24<sup>th</sup> day of January, 2020.

My Commission expires: 7/31/2024.

My Registration number: 7342993.

Toby Franklin Edwards  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. # 7342993  
My Commission Expires 7/31/2024  
Toby F. Edwards  
NOTARY PUBLIC



STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Russell County  
Board of Supervisors this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Administrator  
for Russell County, Virginia, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Deputy County Attorney  
for Russell County, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**INSURANCE COVERAGE RIDER**

COVERAGES Workmen's

LIMITS OF LIABILITY

Compensation Employer's

Statutory

Liability

\$100,000 per accident \$100,000  
per employee's disease \$500,000  
policy limit on disease

Excess Umbrella Liability

\$1,000,000 each occurrence



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item  
Presenters - Chairperson

**Meeting: 2/3/20 6:00 PM**

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## **Public Hearing**

1. **County Noise Ordinance (New)**
2. **County Litter Ordinance (Update - Enacted 12/2010)**

### **Staff Recommendation:**

Board Discretion.

### **Suggested Motion:**

Motion Required.

### **ATTACHMENTS:**

- Resolution

# Russell County Virginia

“The Heart of Southwest Virginia”

Oris Christian  
At-Large

Tim Lovelace  
District 1

Lou Ann Wallace  
District 2

Rebecca Dye, Chairperson  
District 6

Steve Breeding, Vice-Chairman  
District 5

Carl Rhea  
District 3

David Eaton  
District 4

Lonzo Lester  
County Administrator

## **PUBLIC NOTICE**

The Russell County Board of Supervisors will conduct **Public Hearings** on Monday, February 3, 2020 at 6:00 p.m. to hear comments concerning the adoption of the **“Noise Ordinance”** and **“Litter Ordinance”**.

A copy of the proposed Noise and Litter Ordinances are available for review in the Office of the County Administrator at 137 Highland Drive, Lebanon, Virginia during normal business hours.

In addition, the ordinances are posted on the County’s Website at <http://www.russellcountyva.us/257/Ordinances-Resolutions> and on [RussellCountyVA App](#) on Google Play Store.

The Public Hearings will be held in the **Russell County Government Conference Room** at the Russell County Governmental Center, 133 Highland Drive, Lebanon, Virginia during the regular February 2020 monthly meeting.

**BY ORDER OF THE  
RUSSELL COUNTY BOARD OF SUPERVISORS**



AN ORDINANCE OF THE COUNTY OF RUSSELL  
PERTAINING TO NOISE CONTROL AND IMPOSING  
PENALTIES FOR EXCESSIVE NOISE

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA, THAT THE FOLLOWING ORDINANCES NEWLY ADOPTED:

**NOISE CONTROL**

**Section 1. Declaration of policy.**

At certain levels, noise can be detrimental to the health, welfare, safety and quality of life of inhabitants of the county, and in the public interest noise should be controlled. It is, therefore, the policy of the county to reduce noise in the county and to prohibit unnecessary, excessive, and annoying noises from all sources subject to its police power.

**Section 2. Definitions.**

For the purposes of this article, certain terms shall have the meanings ascribed to them in this section, unless the context clearly indicates otherwise:

*Dwelling complex* means an apartment complex, residential condominium or any other collection of dwelling units, which are located on a single tract, or parcel of real property.

*Dwelling unit* means one or more rooms arranged, designed or intended to be occupied as separate living quarters by one or more persons and including permanent provisions for living, sleeping, eating, cooking and sanitation.

*Large party public nuisance* means a gathering of ten or more people where the gathering is not contained within a structure, but spills outdoors into balconies, yards, common areas, parking lots, or other outdoor spaces, which creates a noise disturbance.

*Motor vehicle* means every vehicle defined as a motor vehicle by § 46.2-100 of the Code of Virginia (1950), as amended.

*Noise disturbance* means any sound which by its character, intensity and duration:

- (1) Endangers or injures the health or safety of persons within the county, or

- (2) Annoys or disturbs reasonable persons of normal sensitivities within the county.

*Public property* means any real property owned or controlled by the county or any governmental entity.

*Real right-of-way* means any street, avenue, boulevard, highway, sidewalk or alley.

*Real property boundary* means the property line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person.

*Residential* has reference to single-family, two-family, and multifamily zoning district classifications, pursuant to the Russell County Zoning Ordinance.

*Sound* means an oscillation in pressure, particle displacement, particle velocity, or other physical parameter, in a medium with internal forces that cause compression and rare fraction of characteristic of sound, including duration, intensity and frequency.

**Section 3. Noise disturbances – Prohibited generally.**

It shall be a public nuisance for any person to willfully make, permit to be made, continue or cause to be made, permitted or continued any noise disturbance and upon being found guilty thereof, such person shall be subject to a fine of not less than \$100.00 and not more than \$500.00 for each violation.

**Section 4. Same – Specific prohibitions.**

Subject, to the exceptions provided in Section 5, any of the following acts, or the causing or permitting thereof, among others, is declared to be a noise disturbance constituting a public nuisance in violation of this ordinance, but such enumeration shall not be deemed to be exclusive:

- (1) *Radios, television sets, musical instruments and similar devices.*

Operating, playing or permitting the operation or playing of any radio, amplifier, television, record, tape or compact disc player, drum, musical instrument or similar device:

- a. On Sunday through Thursday, between the hours of 11:00 p.m. and 8:00 a.m. and on Friday and Saturday, between the hours of midnight and 8:00 a.m. in such manner as to be heard across a

residential real property boundary or when the sound source is located within or on the grounds of a dwelling complex in such manner as to permit sound to be heard within any dwelling unit of the dwelling complex other than a dwelling unit from which sound emanates; or

- b. When the sound source is located within or upon a motor vehicle on or upon public right-of-way or public property or on the grounds of a dwelling complex and the sound can be heard more than 50 feet from its source.

(2) *Loudspeakers, public address systems and sound trucks.*

- a. Using, operating, or permitting the operation of any loudspeaker, public address system, mobile sound vehicle or similar device amplifying sound therefrom on a public right-of-way or public property for any commercial purposes; or

(3) *Horns, whistles, etc.* Sounding or permitting the sounding of any horn, whistle or auditory sounding device on or in any motor vehicle on any public right-of-way or public property, except as a warning of danger.

(4) *Yelling, shouting, etc.* Yelling, shouting, whistling or singing between the hours of 11:00 p.m. and 8:00 a.m. from Sunday through Thursday, and between the hours of midnight to 8:00 a.m. on Friday and Saturday, so as to create a noise disturbance across a residential real property boundary or on a public right-of-way or public property or so as to create a noise disturbance to any occupant of a dwelling unit in a dwelling complex other than a dwelling unit from which such noise emanates.

(5) *Schools, public buildings, churches and hospitals.* The creation of any noise disturbance within any school, court, public building, church or hospital or on the grounds thereof.

(6) Any large party public nuisance as defined hereinabove, occurring at any hour of the day or night.

**Section 5. Same – Exceptions.**

Sections 3 and 4 of this ordinance shall have no application to any sound generated by any of the following:

- (1) Sound which is reasonably necessary for the protection or preservation of property or the health, safety, life or limb of any person.
- (2) Non-commercial public speaking and public assembly activities conducted on any public right-of-way or public property for which a permit has been issued by the county, within such hours, at such locations and with such other limitations as may be imposed for the issuance of the permit.
- (3) Radios, sirens, horns and bells on police, fire or other emergency response vehicles when operated pursuant to the intended purposes of such vehicles.
- (4) Parades, fireworks, school-related activities and other special events or activities for which a permit has been issued by the county, within such hours, at such locations and subject to such other limitations as may be imposed as conditions for the issuance of the permit.
- (5) Activities on or in municipal and school athletic facilities and on publicly owned property and facilities which have been specifically authorized in advance by the owner or agent in charge of such property or facility; provided that such activities do not take place between the hours of 11:00 p.m. and 8:00 a.m., on Sunday through Thursday, or between the hours of midnight and 8:00 a.m., on Friday and Saturday.
- (6) Fire alarms and burglar alarms complying with Chapter 3.1 of this Code.
- (7) The operation of mobile lawn and garden equipment powered by an internal combustion engine such as lawn mowers, pressure washers, weed eaters, leaf blowers and chain saws; provided the operation of such equipment is limited to the hours of 6:00 a.m. to 9:00 p.m., and such equipment is operated with the original manufacturer's equipped or equivalent muffler(s) or other sound dissipating devices.
- (8) The construction, repair, maintenance, demolition or alteration of structures; streets and other vehicular ways; sewer, water, electric, gas, cable and other utility lines; or the clearing or excavation of property and related activities between the hours of 6:00 a.m. and 9:00 p.m.; except that emergency operations necessary for the health, safety and welfare of the

county and its residents may be conducted at any time.

- (9) The operation of equipment and machinery in any lawful business in the normal course of such business, or in planting, tending or harvesting activities in a zoning district where agriculture business operations are allowed, whether such agriculture operations are allowed of right or legally non-conforming.
- (10) Activities permitted by law for which a specific license or permit for a demonstrated public purpose has been granted by the county, state or federal government; including, but no limited to, noise generated by and necessary for the conduct of public festivals, operations or airplanes and operations of trains, railway stations, railway yards, and celebrations of recognized federal, state and local holidays.
- (11) Lawful and permitted sports activities.

Adopted by the Board of Supervisors of Russell County, Virginia on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

AYE: Bill Wampler, Joseph Puckett, Danny Brown, Shy Kennedy, Bob Keene and Jon Bowerbank  
 NAY: None

**APPROVAL OF LITTER ORDINANCE**

Motion made by Shy Kennedy, second by Bill Wampler and duly approved by the Board of Supervisors to approve the following ordinance:

**LITTER DISPOSAL<sup>1</sup>**

§ 17.2-200. Authorization.

This Ordinance is adopted and enacted pursuant to § 15.2-901; Article 2 Waste and Recycling, §§ 15.2-927 et seq and § 33.1-346 of the Code of Virginia, 1950, as amended, for the purpose of promoting the public safety, health, welfare, convenience and enjoyment of the general public, public travel, it is hereby declared to be in the public interest to regulate and restrict the disposal of trash, garbage refuse, litter or other unsightly matter on public highways, right-of-way, property adjacent to such highway or right-of-way, on private property, and solid waste facilities of the County, including but not limited to convenience centers, transfer stations and solitary landfills.

Sec. 17.2-201. Title.

This chapter shall be know and may be cited as the "Russell County Litter Control and Disposal Ordinance."

Sec. 17.2-202. Definitions.

For purposes of this ordinance, the following words and phrases shall have the meaning respectively ascribed to them by this section.

Administrator means the Russell County Administrator or his or her duly authorized designee.

Ashes means the residue resulting from the burning of wood, coal, coke or other combustible material.

Board of Supervisors means the Russell County Board of Supervisors.

Brush means bushes, briars, branches, leaves and similar material.

Brush, prunings and tree trimmings means trimmings from growing or dead trees or bushes no more than six

inches in diameter. Any such trimming over four inches will not be accepted. These items will only be accepted at the transfer station, with the applicable tipping fee being paid. This shall not include roots or stumps that exceed four inches in diameter.

Bulk waste means appliances, furniture, bedding material, automobile parts, mechanical equipment, mechanical parts, and carpet.

Commercial establishment means a building or other structure and/or lot or tract of land used for or as a part of the operation of a business enterprise, whether for profit or not, which is not used in whole as a residential unit. For the purposes of this ordinance, any structure which is used by the same owner or tenant for both residential and business purposes shall be deemed to be a commercial establishment, provided however, that if the Administrator determines that a mixed use structure generates a volume of solid waste that does not exceed the average amount of waste generated by a residence in Russell County, then such mixed use structure may be deemed to be a residential unit.

Compacted waste means refuse or waste which has been reduced in volume by mechanical or hydraulic means and remains in this state of reduced volume until deposited at the transfer station.

Containers mean any of the following:

<sup>1</sup> State law reference: Enabling act for regulation of disposal of trash see Code of Virginia § 15.2-901; Article 2 Waste and Recycling, §§ 15.2-927 et seq and § 33.1-346, 1950, as amended.

1. Residential Reusable Curbside Receptacle: a receptacle made of plastic, metal or fiberglass with a capacity not to exceed thirty-nine (39) gallons, a loaded weight of no more than thirty-five (35) pounds, having a tight fitting lid, and handles of adequate strength to allow for the container to be lifted.

2. Non-Reusable: Plastic sacks designed for refuse disposal with sufficient wall strength to maintain physical integrity when lifted by the top; securely tied at the top for collection, with a capacity not to exceed thirty (39) gallons and a loaded weight not to exceed thirty-five (35) pounds. Non-reusable containers shall also include garbage compactor bags which meet the capacity and weight requirements for plastic sacks. Both reusable and non-reusable containers shall also be referred to as standard containers in this Ordinance.

3. Bulk: Bins of metal construction capable of being emptied by mechanical equipment operated by solid waste disposal operators, the Cumberland Plateau Regional Waste Management Authority, the County, towns located in the County and their contractors, generally referred to as dumpsters, which have a capacity of at least two and not more than eight cubic yards. Also included are large capacity roll on dumpsters.

Curbside means that portion of the street or highway right of way adjacent to the paved or traveled portion of a primary or secondary roadway as established by the Virginia Department of Transportation.

Contractor means the person with whom Russell County may contract for the collection of solid waste generated within Russell County, however nothing shall be deemed to require the County to contract for collection of all or part of its solid waste. In the event that the County shall contract for collection of \_\_\_\_\_ of \_\_\_\_\_ all \_\_\_\_\_ or \_\_\_\_\_

part of its solid waste, then the term "Contractor" shall be substituted for Russell County where appropriate in the Ordinance.

Convenience Center means a collection point designated and operated by Russell County at which designated solid waste may be deposited.

County the term "County" shall be deemed to refer to Russell County unless the text of the Ordinance specifically refers to some other county.

Disposal means the storage, collection, disposal or handling of refuse.

Garbage means discarded materials composed of animal, vegetable or other organic matter.

Litter means any solid waste that is disposed of as prohibited herein or allowed to be carelessly discarded or scattered about in an unsightly manner. Litter shall include, but not be limited to, garbage, trash, refuse and rubbish as referred to within this Ordinance.

Litter bag means a bag or sack, of durable material, which is large enough to serve as a receptacle for litter inside a vehicle or watercraft which is similar in size and capacity to a state approved litter bag.

Litter receptacle means a container with a capacity of not less than ten gallons constructed of such quality as to maintain the original shape when placed at an outdoor location; reasonably resistant to rust and corrosion; and placed for use as a depository for litter. Appliances (refrigerators, etc.) cannot be used as litter receptacles.

Open dump means a site on which any solid waste is placed, discharged, deposited, injected, dumped, or spilled, so as to create a nuisance or so as to pose within the determination of the Administrator a substantial present or potential hazard to human health or the environment, including the pollution of air, land, surface water or ground water. A disposal facility operating without all permits required by the state and/or federal governments shall be considered an open dump.

Operator means the person responsible for the overall operation and site management of a solid waste facility.

Owner means the person, corporation, or other legal entity in whom is vested the title to and interest in the land on which a solid waste management facility is located; the person, corporation or other legal entity in whom is vested title to and interest in the land upon which a residence, residential unit, multi-unit residential unit, commercial establishment or industry is located.

Permit means the written permission issued by the state or federal government to own, operate, or construct a solid waste management facility; and any licenses issued pursuant to the provisions of this Ordinance.

Person means an individual, corporation, partnership, association, a governmental body, a municipal corporation, or any other legal entity.

Recycling means the process of separating a given waste material from the waste stream and processing it so that it is used again as a raw material for a product, which may or may not be similar to the original product.

Refuse means discarded waste materials in a solid or semi-solid state, consisting of garbage, rubbish, or a combination thereof.

Residential unit means a group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and/or eating. A residential unit shall also include buildings containing multiple single-family dwelling units, however each unit shall be deemed to be a separate dwelling unit for billing purposes. The term "residential unit" shall also be deemed to include mobile home parks.

Salvage means the authorized, controlled removal of waste materials from a solid waste management facility.



Scavenge means the unauthorized or uncontrolled removal of waste materials from a solid waste management facility.

Sludge means any solid, semi-solid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant, water supply treatment plant, air pollution control facility, or other waste producing facility, but as used in this Ordinance the term does not include the treated effluent from a Wastewater Treatment Plant.

Solid Waste means any garbage, refuse, sludge, and other discarded material, including solid, liquid, semi-solid or contained gaseous material, resulting from residential, industrial, commercial, mining and agricultural operations and from community activities but does not include (i) solid or dissolved material in domestic sewage, (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to a permit from the State Water Control Board, or (iii) source, special nuclear, or byproduct material as defined by the Federal Atomic Energy Act of 1954, as amended.

The solid waste herein defined also may refer to the following further defined types, i.e.:

- (1) Coal Mine Waste: Any commercial waste, construction/demolition waste, debris waste, inert waste, metals, garbage, mining equipment and/or machinery and any other waste generated prior, during, or after mining activities and which may be disposed of in compliance with this Ordinance and all other applicable state and federal laws and regulations.
- (2) Commercial Waste: All solid waste generated by establishments engaged in business operations other than manufacturing or construction. This category includes, but is not limited to, solid waste resulting from the operation of stores, markets, office buildings, restaurants, and shopping centers.
- (3) Construction/Demolition Waste: The waste building material, packaging and rubble, resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial buildings, and other structures.
- (4) Debris Waste: Waste resulting from land clearing operations, including but not limited to stumps, wood, brush, leaves, soil and road spoils.
- (5) Household Waste: Any waste material, including garbage, trash, and refuse normally produced or derived from single and/or multiple residential households and residences. Household wastes do not include sanitary waste in septic tanks (seepage).
- (6) Hazardous Waste: A solid waste or combination of solid waste which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health, the Collection/Disposal System, or the environment when improperly treated, stored, transported, disposed of or otherwise managed. The foregoing definition is intended to include any waste now or hereafter designated as such by state or federal agencies with jurisdiction and authority to promulgate and enforce rules and regulations for the handling and disposal of hazardous and other waste.
- (7) Ignitable Waste:
  - a. liquids having a flash point of less than 140 degrees Fahrenheit (60degrees Centigrade).
  - b. non-liquids liable to cause fires through friction, absorption of moisture, spontaneous chemical change or retained heat, or which are liable, when ignited, to burn so vigorously and persistently as to create a hazard.
  - c. ignitable compressed gases, and/or oxidizers.
8. Industrial Waste: Any solid waste generated by manufacturing or industrial process that is not a regulated hazardous waste. Such waste may include, but is not limited to, waste resulting

from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/byproducts; inorganic chemicals; iron and steel manufacturing; mining or oil and gas operations; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment.

9. Inert Waste: Solid waste which is chemically and biologically stable from further degradation and considered to be non-reactive. Inert waste includes rubble, concrete, broken bricks, bricks, and blocks.
10. Infectious Waste: Any solid waste if it is capable of producing an infectious disease in humans; is one of the controlled infectious wastes listed in any relevant section or sections of the Infectious Waste Management regulations of the Virginia Department of Environmental Quality as applicable at any given time, or is identified as infectious by a licensed physician or registered nurse. A waste shall be considered to be capable of producing an infectious disease if it has been, is or may have been contaminated by an organism that is or may be pathogenic to humans and if such organism has a significant probability of being present in sufficient quantities and with sufficient virulence to transmit disease. If the exact cause of a disease is unknown, but the health care professional in charge suspects the presence of a pathogen in the waste is the cause, such waste shall be managed as if the pathogen were identified and such waste shall be considered to be infectious waste.
11. Institutional/Government Waste: All solid waste emanating from institutions such as, but not limited to, hospitals, nursing homes, orphanages, and public or private schools. It can include infectious waste from health care facilities and research facilities which has not been classified as a hazardous waste by the Virginia Hazardous Waste Regulations or the United States Environmental Protection Agency. Infectious waste which has been defined by state or federal law, rule or regulation as hazardous waste must be excluded from the waste stream.
12. Putrescible Waste: Solid waste which contains organic material capable of being decomposed by microorganism, and which causes odors.
13. Residential Waste: Household waste.
14. Waste Oil: A spent petroleum product or lubricating fluid from vehicles or equipment.

Solid waste management facility means any facility which engages in a planned program for effectively controlling the storage, collection, transportation, processing and reuse, conversion or disposal of solid waste in a safe, sanitary, aesthetically acceptable, environmentally sound and economic manner, in full compliance with all applicable local, state and federal regulations. The Russell County Transfer Station and Russell County Convenience Centers are Solid Waste Management Facilities.

Trash means non-combustible discarded materials including, but not limited to, ashes, scrap metal, glass, brick, concrete or other construction materials.

Uncompacted waste means refuse or waste which has not been reduced in volume by mechanical or hydraulic means, or if so, has not been maintained in this reduced volume state during the transportation to the landfill.

Waste generator means the person who actually produces waste intended for disposal at the landfill.

Waste management facility (See also Solid Waste Management Facility) means that area designated by the County Administrator for the collection of refuse intended for disposal at the Transfer Station or Collection Centers.

White goods means refrigerators, stoves, clothes dryers, washing machines, water heaters, window air conditioners and other large appliances of similar size or character, and waste metal products.

Yard waste means decomposable waste materials generated by yard and lawn care, and include leaves, grass trimmings, brush up to six inches in diameter and shrubs and tree trimmings arising

from general landscaping maintenance. This shall not include roots or stumps that exceed four inches in diameter.

Where terms are not defined in this Ordinance and the context or practice requires definition they shall have the meaning specified in Chapter 14 of Title 10.1 of the Code of Virginia, 1950, as amended and/or specified in other relevant statutes, and/or the Solid Waste Management Regulations of the Virginia Department of Environmental Quality, as now or hereafter adopted as are applicable.

In case of conflict, the statutes and regulations applicable to the particular requirement involved shall prevail over those in this Ordinance.

#### Sec. 17.2-203. General prohibitions.

##### A. Moving Violations

##### 1. Littering Prohibited; Penalties

It shall be unlawful for any person to drop, deposit, discard or otherwise dispose of litter in or upon any public or private property within Russell County, with or without permission of the owner, including, but not limited to any street, sidewalk, park, body of water, vacant or unoccupied lot, except in public litter receptacles, or in authorized private litter receptacles provided for public use, or in an area designated by the State Department of Health as a permitted disposal site.

When a violation of the provisions of this section has been observed by any person, and the matter dumped or disposed of in the highway, right-of-way, property adjacent to such highway or right-of-way, or private property has been ejected from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting such trash, garbage, refuse or other unsightly matter; provided, however, that such presumption shall be rebuttable by competent evidence.

Any person found guilty of a violation of this section shall be guilty of a Class 2 misdemeanor as punishable as provided in Section 17.2-206 of this Ordinance. Any second or subsequent offense shall constitute a Class 1 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

##### 2. Uncovered Vehicles, Escape of Load

No vehicle shall be driven or moved on any highway unless such vehicle is constructed or loaded to prevent any of its load from dropping, sifting, leaking, or otherwise escaping there from; provided, however, that sand or any substance to increase traction or water or other substance may be applied on a roadway in the cleaning or maintaining of such roadway by the state or local government agency having such responsibilities.

No person in an aircraft shall throw out, drop or deposit within the County any litter or other object.

Any operator of a vehicle from which an object has escaped, that may cause an obstruction or damage a vehicle or endanger travelers on such public property, shall immediately cause the public property to be cleaned of all objects and shall be responsible for all of the costs of removal.

Any person found guilty of a violation of this section shall be guilty of a Class 2 misdemeanor as punishable as provided in Section 17.2-206 of this Ordinance. Any second or subsequent offense shall constitute a Class 1 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

##### B. Stationary Violations

##### 1. Areas Surrounding Commercial Establishments and Institutions

It shall be the duty of each proprietor and each operator of any business, industry, or institution to keep the adjacent and surrounding area clear and free of litter. These areas include, but are not limited to, public and private sidewalks, roads, and alleys, grounds, parking lots, loading and unloading areas, and all vacant lots which are owned or leased by said establishment or institution.

Any person found guilty of a violation of this section shall be guilty of a Class 2 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

## 2. Keeping Exterior of Residential and Commercial Property Clean

It shall be the duty of each residential property owner and tenant to keep all exterior private property free of litter. The owner or occupant of any premises within the County shall be responsible for sanitary conditions of such premises, and it shall be unlawful for any person to place, deposit or allow to be placed or deposited on his premises any solid waste, except as designated by the terms of this Ordinance. It shall be the duty of each owner and tenant to keep all exterior property free of litter or waste, these areas shall include, but not be limited to: sidewalks, public roads, alleys and driveways; yards and grounds; fences; walls and property lines; drainages and vacant lots in both residential and commercial areas. Any violation of this subsection shall constitute a Class 2 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

No person shall sweep into or deposit in any gutter, public road, street or water body within the County the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. This includes but is not limited to rubbish which includes grass clippings, hedge trimmings, leaves, pine needles, paper, plastic or other materials classified as litter or waste must be placed in an approved container and properly disposed. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter. Any violation of this subsection shall constitute a Class 3 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

Upon violation of this section, the County may proceed against either the tenant, owner or person in control or against all such persons. A warning citation as provided in Section 17.2-204(b) of this Ordinance shall be served on the owner or occupant of any premises upon which solid waste is found in violation of this section, giving the owner or occupant ten (10) days to remove such solid waste. If the owner or occupant does not comply with the terms of such citation, he or she shall be served a summons for violation of this section.

This section shall not be deemed to prohibit the accumulation of litter awaiting the next regularly scheduled refuse or garbage collection if such property is served by regularly scheduled garbage, refuse or litter collection. Such collection shall be deemed to be regular if such collection regularly occurs at least once per week or more frequently.

## 3. Indiscriminate Dumping or Discarding of Litter and Solid Waste

It shall be unlawful for any person to discard or dump along any street or road, on or off the right-of-way, any form of solid waste, rubbish, refuse, junk, motor vehicle or vehicle part, rubber tires, appliances, furniture, or any other material or equipment, on public or private property, with or without permission of the property owner, except in County approved receptacles provided for public use for the deposit of said material, or except in an area designated by the State Department of Health as a permitted solid waste disposal site or collection facility.

### C. Cleanup of Improperly Disposed Litter or Solid Waste

#### 1. Cleanup of Premises by County Authorization

The owners of property within the County shall, within fourteen (14) days of receiving written notice from the County, remove from the property any and all trash, garbage, refuse, litter and other substances which might endanger the health or safety of other residents of the County.

If, after fourteen (14) days of receiving the notice, the owners of such property have failed to take action as directed by the notice, the County may have such trash, garbage, refuse, litter and other substances which might endanger the health or safety of other residents of the County, removed by its own agents or employees, in which event the cost or expense thereof shall be chargeable to and paid by the owners of such property and may be collected by the County as taxes are collected.

Execution of the notice to remove litter shall be in writing and shall be in the form set forth in Section 17.2-204(b) of this ordinance and served by personal service, posted service or sent by registered mail.

Every charge authorized by this section with which the owner of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided in Articles 3 (§ 58.1-3940 et seq.) and 4 (§ 58.1-3965 et seq.) of Chapter 39 of Title 58.1 of the Code of Virginia, 1950, as amended. The County may waive such liens in order to facilitate the sale of the property. Such liens may be waived only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.

A violation of this section shall be subject to a civil penalty, not to exceed \$50.00 for the first violation, or violations arising from the same set of operative facts. The civil penalty for subsequent violations not arising from the same set of operative facts within 12 months of the first violation shall not exceed \$200.00. Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violation arising from the same set of operative facts result in civil penalties that exceed a total of \$3,000.00 in a 12-month period.<sup>2</sup>

In the event three civil penalties have previously been imposed on the same defendant for the same or similar violation, not arising from the same set of operative facts, within a 24-month period a violation of this subsection shall be a Class 3 misdemeanor.<sup>3</sup>

D. Litter Receptacles

1. Use of Receptacles

- a. It shall be unlawful to deposit any item or items except litter in any receptacle placed for public use as a depository for litter. Any item or items, including litter, which are expressly prohibited from being placed in said receptacle by a sign or other writing located on or around the receptacle, shall not be placed or deposited in said receptacle.
- b. Any violation of this subsection shall constitute a Class 2 misdemeanor. A second or subsequent offense shall constitute a Class 1 misdemeanor.

2. Providing Adequate Litter Receptacles for Businesses

It shall be the duty of any person owning or operating any commercial establishment to provide receptacles adequate to contain the litter generated at said establishment. The penalty established for violation of this subsection shall be twenty-five (\$25.00) dollars for each day of violation. The offender shall receive a summons from the enforcement officer for any violation of this subsection. The offender may pay the fine in lieu of appearing in court on any first offense.

3. Providing Adequate Litter Receptacles for Residences

- a. All household solid waste shall be contained in receptacles or containers which conform to standards established by the Russell County Board of Supervisors.
- b. It shall be unlawful for any person to use an old appliance or other container deemed unacceptable by the County for trash collection.
- c. Any violation of this subsection shall constitute a Class 3 misdemeanor.

E. Improper Disposal of Waste

1. Depositing Improper Waste in Receptacles or Facilities

- a. It shall be unlawful to improperly dispose of any solid waste as defined in this Ordinance at a facility operated for or in a receptacle placed for public or private use.

<sup>2</sup> See §15.2-901(C) for enabling act authorizing civil penalty by ordinance.

<sup>3</sup> See §15.2-901(D) for enabling act authorizing Class 3 misdemeanor when three civil penalties have occurred.

Improper disposal shall mean and include the depositing in such facility of solid waste which is not accepted or authorized for disposal by such facility. The types of waste not accepted at any such facility shall be displayed at the entrance of such facility or on the receptacle.

F. Enforcement of Litter Laws; Prosecution; Presumption

1. Enforcement

- a. Prosecution for a violation of any provision of this act may be initiated by any law enforcement officer, litter control officer, or private citizen.

2. Authorization of County Litter Control Office to Bring Civil Action.

Whereas Section 10.1-1418.1 of the Code of Virginia, 1950, as amended authorizes the County to bring a civil action against any person who improperly disposes of solid waste on the property of the County, without the County's permission. Whenever a court of competent jurisdiction finds that a person has improperly disposed of solid waste upon the County's property, without the County's permission, the court shall assess a civil penalty of up to five thousand dollars (\$5,000.00) against such defendant, along with costs and reasonable attorney's fees. Any civil penalty assessed pursuant to this subsection shall be paid into the Russell County treasury.

3. Assign -A - Highway Roadside and Illegal Dump Cleanup

For Cleanup of roadside litter and identified illegal dumps within the County, it is hereby established a program pursuant to Section 53.1-129 of the Code of Virginia, 1950, as amended, and the Sheriff of the County and any of his deputies and any Special Conservator of the Peace/Litter Officer who has been approved by a court of competent jurisdiction shall be permitted to utilize probationers or remove inmates from the County or Regional Jail under their supervision to work in this program providing that any such inmate has been specifically approved to be permitted to participate in this program by the Sheriff and by the Court. Probationers will be assigned to two-mile designated sections of highway, cleaned up every two weeks for the duration of their assignment to this program. Inmates shall be utilized only for the cleanup of illegal dumps identified by the County Litter Control Department. During the cleanup of illegal dumps, the Special Conservator of the Peace/Litter Control Officer or the Sheriff or his deputies will be present during this volunteer work.

Sec. 17.2-204. Removal, disposal of trash and garbage.

- (a) The owners of property in the county shall not accumulate thereon and shall remove there from any and all trash, garbage, refuse, litter and other substances which might endanger the health or safety of other residents of the county.

(b) Notice to property owner.

(1) The board of supervisors may, when it deems it necessary, give written notice to the owner of any property in the county, and to the person primarily responsible for such property, if different from the owner and if known, stating the facts that constitute a violation of subsection (a) of this section and directing such person or persons to take such action as may be necessary to rectify the conditions within 14 days from the date of the notice.

(2) The notice required by the section shall be by certified or registered mail to the last known address, or by hand delivery by the sheriff of the county, his deputy, the county sanitation officer or the designee of the county administrator, to the owner of the property and to the person primarily responsible for such property, if different from the owner and if known, The notice shall be substantially in the following form:

NOTICE TO REMOVE TRASH, GARBAGE, REFUSE, LITTER

AND OTHER SUBSTANCES

TO: \_\_\_\_\_ AT: \_\_\_\_\_  
 Responsible Party Address of property  
 \_\_\_\_\_  
 Tax Map Number  
 \_\_\_\_\_

Pursuant to Code of Virginia, § 15.2-902 and § 15.2-802 of the Ordinances of Russell County, Virginia, you are hereby notified to remove, within 14 days after the date of this notice, all trash, garbage, refuse, litter and other substances that endanger the health or safety of other residents of the county, in particular (describe the conditions). Upon you failure to remove the same, the county's agents or employees may remove such trash, garbage, refuse, litter and other substances that endanger the health or safety of other residents of the county, and the cost and expenses of such removal shall be chargeable to and paid by the owner of such property and may be collected by the county as taxes and levies are collected and shall constitute a lien on the property.

- (c) If the property is not cleaned up after receiving the notice required in subsection (b) of this section, the board of supervisors may have such trash, garbage, refuse, litter and other like substances that might endanger the health of other residents of the county removed by the county's own agents or employees, in which event the cost and expenses thereof shall be chargeable to and paid by the owners of such property and may be collected by the county as taxes and levies are collected.
- (d) Every charge authorized by this section with which the owner and lien holder of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with lien for unpaid local taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq.
- (e) Trash, garbage, refuse, litter and other debris shall be disposed of in personally owned or privately owned receptacles that are provided for such use and for the use of the persons disposing such matter or in authorized facilities provided for such purpose, and in no other manner not authorized by law.

§ 17.2-205. Dumping trash on highway, right-of-way or private property.

- (a) It shall be unlawful for any person to dump or otherwise dispose of trash, garbage, refuse, litter or other unsightly matter, on public property, including a public highway, right-of-way, property adjacent to such highway or right-of-way, or on private property without the written consent of the owner thereof or his agent.
- (b) When any person is arrested for a violation of this section, and the matter alleged to have been illegally dumped or disposed of has been ejected from a motor vehicle or transported to the disposal site in a motor vehicle, the arresting officer may comply with the provisions of Code of Virginia, § 46.2-936, in making such arrest.
- (c) When a violation of the provisions of this section has been observed by any person, and the matter illegally dumped or disposed of has been ejected or removed from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting or disposing of such matter. However, such presumption shall be rebuttable by competent evidence.
- (d) Any person who violates this section shall, upon conviction, be guilty of a class 1 misdemeanor punishable by confinement in jail for not more than 12 months and a fine of not less than \$250.00 nor more than \$2,500.00, either or both.

- (e) The provisions of this section shall not apply to the lawful disposal of such matter in landfills, the county transfer station or county convenience stations.
- (f) The Commonwealth Attorney of Russell County, Virginia or his designee shall be responsible for all prosecutions under this section.

§ 17.2-206. Penalties.

The authorized punishments for a conviction of a misdemeanor are:

- (a) For Class 1 misdemeanors, confinement in jail for not more than twelve months and a fine of not more than \$2,500, either or both.
- (b) For Class 2 misdemeanors, confinement in jail for not more than six months and fine of not more than \$1,000, either or both.
- (c) For Class 3 misdemeanors, a fine not more than \$500.
- (d) For Class 4 misdemeanors, a fine of not more than \$250.

§ 17.2-207. Effective date of ordinance.

This ordinance shall be effective on the 1st day of January, 2011. The County Administrator is directed to file a certified copy of this Ordinance in the Offices of the Clerk of the General District Court of Russell County and the Clerk of the Circuit Court of Russell County.

The vote was:

AYE: Shy Kennedy, Bill Wampler, Danny Brown, Bob Keene, Jon Bowerbank and Joseph Puckett

NAY: None

**PUBLIC HEARING – RUSSELL COUNTY SCHOOLS BUDGET APPROPRIATION**

Pursuant to having advertised in a local newspaper a Public Hearing was held concerning the intention of the Board of Supervisors of Russell County, Virginia to propose for passage a resolution amending the Russell County School Budget for 2010/2011 Fiscal Year. The Chairman called the Public Hearing to order. The County Administrator conducted the Public Hearing. The floor was open to receive public comments. No comments being received the Chairman closed the Public Hearing.

Motion made by Bill Wampler, second by Joseph Puckett and duly approved by the Board of Supervisors to authorize the Russell County School Board's amendment of their 2010-2011 Fiscal Year Budget for expenditures in the amount of \$1,114,082.00 received from Federal Education Jobs Fund.

The vote was:

AYE: Bill Wampler, Joseph Puckett, Danny Brown, Bob Keene, Shy Kennedy and Jon Bowerbank

NAY: None

**JESS POWERS – DISCUSSION OF SYNTHETIC MARIJUANA**

Motion made by Joseph Puckett, second by Bill Wampler and duly approved by the Board of Supervisors to requests businesses to pull the synthetic marijuana from their shelves, to send a request to Senator Phillip Puckett to introduce legislation in the General Assembly and to hold a Public Hearing on Monday, January 3, 2011 at the Russell County Governmental Center in Lebanon, Virginia beginning at 6:15 P. M.

The vote was:

AYE: Joseph Puckett, Bill Wampler, Bob Keene, Danny Brown, Jon Bowerbank and Shy Kennedy

NAY: None

**RECOGNITION PLAQUE – DR. HUGHES MELTON**



**RECOGNITION PLAQUE – DR. HUGHES MELTON**

Motion made by Jon Bowerbank, second by Bob Keene and duly approved by the Board of Supervisors to present the following plaque to Dr. Hughes Melton:

**WHEREAS**, Dr. Hughes Melton has been awarded the American Academy of Family Physicians 2011 Family Physician of the Year; and

**WHEREAS**, Dr. Hughes Melton played a founding role in the establishment of C-Health, PC and the development of substance abuse recovery programs for Russell County and its citizens; and

**WHEREAS**, Dr. Hughes Melton has exhibited leadership and dedication in his efforts to establish a Wellness Center/Russell County YMCA.

**NOW, THEREFORE, BE IT RESOLVED** by the Russell County Board of Supervisors to recognize the Achievements and Continued Efforts of Dr. Hughes Melton.

The vote was:

AYE: Jon Bowerbank, Bob Keene, Danny Brown, Bill Wampler, Shy Kennedy and Joseph Puckett

NAY: None

**PUBLIC COMMENT**

Public comment was received from Steve Banner regarding business purchasing metals.

**APPROVAL OF MINUTES OF NOVEMBER 1 AND 17, 2010**

Motion made by Jon Bowerbank, second by Bob Keene and duly approved by the Board of Supervisors to approve the minutes of November 1 and 17, 2010 and dispense with the reading thereof.

The vote was:

AYE: Jon Bowerbank, Bob Keene, Bill Wampler, Danny Brown, Joseph Puckett and Shy Kennedy

NAY: None

**APPROVAL OF INVOICES - GENERAL COUNTY, SWVaASAP, WIB  
AND RUSSELL COUNTY HOUSING FUND**

Motion made by Bill Wampler, second by Bob Keene and duly approved by the Board of Supervisors to approve General County invoices in the amount of \$1,012,166.93, including SWVaASP and WIB, also Russell County Housing Fund in the amount of \$6,467.29.

The vote was:

AYE: Bill Wampler, Bob Keene, Danny Brown, Shy Kennedy, Joseph Puckett and Jon Bowerbank

NAY: None

**APPOINTMENT – CUMBERLAND MOUNTAIN COMMUNITY SERVICES BOARD**

Motion made by Joseph Puckett, second by Jon Bowerbank and duly approved by the Board of Supervisors to appoint Dr. Charles King for a three (3) year term, said term from January 1, 2011 to January 1, 2014.

The vote was:

AYE: Joseph Puckett, Jon Bowerbank, Danny Brown, Bill Wampler, Shy Kennedy and Bob Keene

NAY: None

**APPOINTMENTS TO DRILL COMMUNITY CENTER**

Motion made by Bob Keene, second by Bill Wampler and duly approved by the Board of Supervisors to appoint the following to the Drill Community Center for a two (2) year term, said term beginning on January 1, 2011 and ending on January 1, 2013: Charlene Blankenship, Rachel Helton, Ruth Hess, Doug Lester, David Ball, Harold Dean Thomas and Betty Sue Hess.

The vote was:

AYE: Bob Keene, Bill Wampler, Danny Brown, Joseph Puckett, Shy Kennedy and Jon Bowerbank  
NAY: None

**APPOINTMENTS TO FINNEY COMMUNITY CENTER**

Motion made by Bob Keene, second by Bill Wampler and duly approved by the Board of Supervisors to appoint the following to the Finney Community Center for a two (2) year term, said term beginning on January 1, 2011 and ending on January 1, 2013: Mary Ann Ray and Beverly Honaker.

The vote was:

AYE: Bob Keene, Bill Wampler, Danny Brown, Joseph Puckett, Shy Kennedy and Jon Bowerbank  
NAY: None

**ABSTRACT OF VOTES**

Motion made by Jon Bowerbank, second by Shy Kennedy and duly approved by the Board of Supervisors to approve the abstract of votes as follows: H. Morgan Griffith – 3941; Rick Boucher – 4679 and Jeremiah Heaton – 158. Member Board of Supervisors District 5 – Harry Monk – 921 and R. Joseph Puckett – 1247. Amendment #1 – YES – 5799 ; NO – 1484. Amendment #2 – YES – 6291; NO – 1104. Amendment #3 – YES – 3605; NO – 3416.

The vote was:

AYE: Jon Bowerbank, Shy Kennedy, Bob Keene, Bill Wampler, Danny Brown and Joseph Puckett  
NAY: None

**DEEDS OF RELEASE FOR MOREFIELD BOTTOM SEWER PROJECT**

Motion made by Shy Kennedy, second by Bill Wampler and duly approved by the Board of Supervisors to approve payment to Harry Sutherland in the amount of \$6,000.00 and Margaret Moore in the amount of \$4,200.00 for deeds of release for Morefield Bottom Sewer Project; payment to be made payable to Castlewood Water & Sewage Authority.

The vote was:

AYE: Shy Kennedy, Bill Wampler, Jon Bowerbank, Danny Brown, Joseph Puckett and Bob Keene  
NAY: None

**REVENUE SHARING PROJECTS**

Motion made by Jon Bowerbank, second by Bob Keene and duly approved by the Board of Supervisors to approve putting the Revenue Sharing Projects in place and authorize the County Administrator to sign the proper paperwork.

The vote was:

AYE: Jon Bowerbank, Bob Keene, Danny Brown, Bill Wampler, Shy Kennedy and Joseph Puckett  
NAY: None

**APPROVAL OF VEHICLES FOR SHERIFF'S DEPARTMENT**

Motion made by Jon Bowerbank, second by Bob Keene and duly approved by the Board of Supervisors to approve the purchase of six (6) vehicles for the Russell County Sheriff's Department, monies to come from Sheriff's Department County Budget and vehicle insurance reimbursement.

The vote was:

AYE: Jon Bowerbank, Bob Keene, Danny Brown, Joseph Puckett, Bill Wampler and Shy Kennedy  
NAY: None

**PAYROLL AUTHORIZATION FOR DECEMBER 21, 2010**

Motion made by Jon Bowerbank, second by Bob Keene and duly approved by the Board of Supervisors to authorize payroll for county employees on December 21, 2010.

The vote was:

AYE: Jon Bowerbank, Bob Keene, Danny Brown, Bill Wampler, Shy Kennedy and Joseph Puckett  
NAY: None

**CHRISTMAS DAY PAY FOR PART TIME WORKERS**

Motion made by Bill Wampler, second by Bob Keene and duly approved by the Board of Supervisors to approve Christmas Day (one day) pay for part time county employees.

The vote was:

AYE: Bill Wampler, Bob Keene, Danny Brown, Joseph Puckett, Shy Kennedy and Jon Bowerbank  
NAY: None

**CLOSED SESSION**

Motion made by Bill Wampler, second by Bob Keene and duly approved by the Board of Supervisors to go into closed session pursuant to Virginia Code §2.2-3711 (A) (1) for consideration of candidates for employment and Virginia Code §2.2-3711 (A) (7) for consultation with legal counsel concerning contracts.

The vote was:

AYE: Bill Wampler, Bob Keene, Danny Brown, Shy Kennedy, Jon Bowerbank and Joseph Puckett  
NAY: None

The Chairman called the meeting back into regular session and requested the "Certification Roll Call Vote" after reconvening in Public Session.

**ROLL CALL VOTE**

Jon Bowerbank – AYE  
Joseph Puckett – AYE  
Shy Kennedy – AYE  
Danny Brown – AYE  
Bob Keene – AYE  
Bill Wampler – AYE

**APPROVAL OF SOLID WASTE CONTRACT**

Motion made by Joseph Puckett, second by Bill Wampler and duly approved by the Board of Supervisors to approve a five (5) year contact with Southwest Disposal for the Solid Waste Contract.

The vote was:

AYE: Joseph Puckett, Bill Wampler, Danny Brown, Bob Keene and Shy Kennedy

NAY: None

Jon Bowerbank recused himself from voting because of an appearance of an impropriety since he is engaged in a similar type of business.

**LEACHATE HAUL CONTRACT**

Motion made by Joseph Puckett, second by Bill Wampler and duly approved by the Board of Supervisors to approve a two (2) year contract with Tri-County driving for the Leachate Haul Contract.

The vote was:

AYE: Joseph Puckett, Bill Wampler, Danny Brown, Bob Keene and Shy Kennedy

NAY: None

Jon Bowerbank recused himself from voting because of an appearance of an impropriety since he is engaged in a similar type of business.

Motion made by Shy Kennedy, second by Bob Keene and duly approved to adjourn.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairman

# Russell County Litter Control and Disposal Ordinance

## § 17.2-200. Authorization.

This Ordinance is adopted and enacted pursuant to § 15.2-901; Article 2 Waste and Recycling, §§ 15.2-927 et seq and § 33.1-346 of the Code of Virginia, 1950, as amended, for the purpose of promoting the public safety, health, welfare, convenience and enjoyment of the general public, public travel, it is hereby declared to be in the public interest to regulate and restrict the disposal of trash, garbage refuse, litter or other unsightly matter on public highways, right-of-way, property adjacent to such highway or right-of-way, on private property, and solid waste facilities of the County, including but not limited to convenience centers, transfer stations and solitary landfills.

## Sec. 17.2-201. Title.

This chapter shall be know and may be cited as the “**Russell County Litter Control and Disposal Ordinance.**”

## Sec. 17.2-202. Definitions.

For purposes of this ordinance, the following words and phrases shall have the meaning respectively ascribed by this section.

*Administrator* means the Russell County Administrator or his or her duly authorized designee.

*Ashes* means the residue resulting from the burning of wood, coal, coke or other combustible material.

*Board of Supervisors* means the Russell County Board of Supervisors.

*Brush* means bushes, briars, branches, leaves and similar material.

*Brush, pruning and tree trimmings* means trimmings from growing or dead trees or bushes no more than six inches in diameter. Any such trimmings over four inches will not be accepted. These items will only be accepted at the transfer

station, with the applicable tipping fee being paid. This shall not include roots or stumps that exceed four inches in diameter.

*Bulk waste* means appliances, furniture, bedding material, automobile parts, mechanical equipment, mechanical parts, and carpet.

*Commercial establishment* means a building or other structure and/or lot or tract of land used for or as a part of the operation of a business enterprise, whether for profit or not, which is not used in whole as a residential unit. For the purposes of this ordinance, any structure which is used by the same owner or tenant for both residential and business purposes shall be deemed to be a commercial establishment, provided however, that if the Administrator determines that a mixed use structure generates a volume of solid waste that does not exceed the average amount of waste generated by a residence in Russell County, then such mixed use structure may be deemed to be a residential unit.

*Compacted waste* means refuse or waste which has been reduced in volume by mechanical or hydraulic means and remains in this state of reduced volume until deposited at the transfer station.

*Containers* mean any of the following:

1. Residential Reusable Curbside Receptacle: a receptacle made of plastic, metal or fiberglass with a capacity not to exceed thirty-nine (39) gallons, a loaded weight of no more than thirty-five (35) pounds, having a tight fitting lid, and handles of adequate strength to allow for the container to be lifted.
2. Non-Reusable: Plastic sacks designed for refuse disposal with sufficient wall strength to maintain physical integrity when lifted by the top; securely tied at the top for collection, with a capacity not to exceed thirty (30) gallons and a loaded weight not to exceed thirty-five (35) pounds. Non-reusable containers shall also include garbage compactor bags which meet the capacity and weight requirements for plastic sacks. Both reusable and non-reusable containers shall also be referred to as standard containers in this Ordinance.
3. Bulk: Bins of metal construction capable of being emptied by mechanical equipment operated by solid waste disposal operators, the Cumberland Plateau Regional Waste Management Authority, the County, towns located in the County and their contractors, generally referred to as dumpsters, which

have a capacity of at least two and not more than eight cubic yards. Also included are large capacity roll on dumpsters.

*Curbside* means that portion of the street or highway right of way adjacent to the paved or traveled portion of a primary or secondary roadway as established by the Virginia Department of Transportation.

*Contractor* means the person with whom Russell County may contract for the collection of solid waste generated within Russell County, however nothing shall be deemed to require the County to contract for collection of all or part of its solid waste. In the event that the County shall contract for collection of all or part of its solid waste, then the term "Contractor" shall be substituted for Russell County where appropriate in the Ordinance.

*Convenience Center* means a collection point designated and operate by Russell County at which designated solid waste may be deposited.

*County* the term "County" shall be deemed to refer to Russell County unless the text of the Ordinance specifically refers to some other county.

*Disposal* means the storage, collection, disposal or handling of refuse.

*Garbage* means discarded materials composed of animal, vegetable or other organic matter.

*Litter* means any solid waste that is disposed of as prohibited herein or allowed to be carelessly discarded or scattered about in unsightly matter. Litter shall include, but not be limited to, garbage, trash, refuse and rubbish as referred to within the Ordinance.

*Litter bag* means a bag or sack, of durable material, which is large enough to serve as a receptacle for litter inside a vehicle or watercraft which is similar in size and capacity to a state approved litter bag.

*Litter receptacle* means a container with a capacity of not less than ten gallons constructed of such quality as to maintain the original shape when placed at an outdoor location; reasonably resistant to rust and corrosion; and placed for use as a depository for litter. Appliances (refrigerators, etc.) cannot be used as litter receptacles.

*Open dump* means a site on which any solid waste is placed, discharged, deposited, injected, dumped, or spilled, so as to create a nuisance or so as to pose within the

determination of the Administrator for substantial present or potential hazard to human health or the environment, including the pollution of air, land, surface water or ground water. A disposal facility operation without all permits required by the state and/or federal governments shall be considered an open dump.

*Operator* means the person responsible for the overall operation and site management of a solid waste facility.

*Owner* means the person, corporation, or other legal entity in whom is vested the title to and interest in the land on which a solid waste management facility is located; the person, corporation or other legal entity in whom is vested title to and interest in the land upon which a residence, residential unit, multi-unit residential unit, commercial establishment or industry is located.

*Permit* means the written permission issued by the state or federal government to own, operate, or construct a solid waste management facility; and any licenses issued pursuant to the provisions of this Ordinance.

*Person* means an individual, corporation, partnership, association, a governmental body, a municipal corporation, or any other legal entity.

*Recycling* means the process of separating a given waste material from the waste stream and processing it so that it is used again as a raw material for a product, which may or may not be similar to the original thereof.

*Refuse* means discarded waste materials in a solid or semi-solid state, consisting of garbage, rubbish, or a combination thereof.

*Residential unit* means a group of rooms located within a building and forming in single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and/or eating. A residential unit shall also include buildings containing multiple single-family dwelling units, however each unit shall be deemed to be a separate dwelling unit for billing purposes. The term "residential unit" shall also be deemed to include mobile home parks.

*Salvage* means the authorized, controlled removal of waste materials from a solid waste management facility.



*Scavenge* means the unauthorized or uncontrolled removal of waste materials from a solid waste management facility.

*Sludge* means any solid, semi-solid or liquid waste generated from the a municipal, commercial or industrial wastewater treatment plant, air pollution control facility, or other waste producing facility, but as used in this Ordinance the term does not include the treated effluent from a Wastewater Treatment Plant.

*Solid Waste* means any garbage, refuse, sludge, or other discarded material, including solid, liquid, semi-solid or contained gaseous material, resulting from residential, industrial, commercial, mining or agricultural operations and from community activities but does not include (i) solid or dissolved material in domestic sewage, (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to a permit from the State Water Control Board, or (iii) source, special nuclear, or byproduct material as defined by the Federal Atomic Energy Act of 1954, as amended.

The solid waste herein defined also may refer to the following further defined types, i.e.:

1. *Coal Mine Waste*: Any commercial waste, construction/ demolition waste, debris waste, inert waste, metals, garbage, mining equipment and/or machinery and any other waste generated prior, during, or after mining activities and which may be disposed of in compliance with this Ordinance and all other applicable state and federal laws and regulations.
2. *Commercial Waste*: All solid waste generated by establishments engaged in business operations other than manufacturing or construction. This category includes, but is not limited to, solid waste resulting from the operation of stores, markets, office buildings, restaurants, and shopping centers.
3. *Construction/Demolition Waste*: The waste building material, packaging and rubble, resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial buildings, and other structures,
4. *Debris Waste*: Waste resulting from land clearing operations, including but not limited to stumps, wood, brush, leaves, soil and road spoils.
5. *Household Waste*: Any waste material, including garbage, trash, and refuse normally produced or derived from single and/or multiple residential

households and residences. Household wastes do not include sanitary waste in septic tanks (septage).

6. *Hazardous Waste*: A solid waste or combination of solid waste which, because of its quantity, concentration or physical, chemical or infectious characteristics may:  
(a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health, the Collection/Disposal System, or the environment from improperly treated, stored, transported, disposed of or otherwise managed. The foregoing definition is intended to include any waste now or hereafter designated as such by state or federal agencies with jurisdiction and authority to promulgate and enforce rules and regulations for the handling and disposal of hazardous and other waste.
7. *Ignitable Waste*:
  - a. Liquids having a flash point of less than 140 degrees Fahrenheit (60 degrees Centigrade).
  - b. non-liquids liable to cause fires through friction, absorption of moisture, spontaneous chemical change or retained heat, or which are liable, when ignited, to burn so vigorously and persistently as to create a hazard.
  - c. Ignitable compressed gases, and/or oxidizers.
8. *Industrial Waste*: Any solid waste generated by manufacturing or industrial process that is not a regulated hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/byproducts; inorganic chemicals; iron and steel manufacturing; mining or oil and gas operations; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment.
9. *Inert Waste*: Solid waste which is chemically and biologically stable from further degradation and considered to be non-reactive. Inert waste includes rubble, concrete, broken bricks, bricks, and blocks.
10. *Infectious Waste*: Any solid waste if it is capable of producing an infectious disease in humans; is one of the controlled infectious wastes listed in any relevant section or sections of the Infectious Waste Management regulations of

the Virginia Department of Environmental Quality as applicable at any given time, or is identified as infectious by a licensed physician or registered nurse. A waste shall be considered to be capable of producing an infectious disease if it has been, is or may have been contaminated by an organism that is or may be pathogenic to humans and if such organism has a significant probability of being present in sufficient quantities and with sufficient virulence to transmit disease. If the exact cause of a disease is unknown, but the health care professional in charge suspects the presence of a pathogen in the waste is the case, such waste shall be managed as if the pathogen were identified and such waste shall be considered to be infectious waste.

11. *Institutional/Government Waste*: All solid waste emanating from institutions such as, but not limited to, hospitals, nursing homes, orphanages, and public or private schools. It can include infectious waste from health care facilities and research facilities which has not been classified as a hazardous waste by the Virginia Hazardous Waste Regulations or the United States Environmental Protection Agency. Infectious waste which has been defined by state and federal law, rule or regulation as hazardous waste must be excluded from the waste stream.
12. *Putrescible Waste*: Solid waste which contains organic material capable of being decomposed by microorganism, and which causes odors.
13. *Residential Waste*: Household waste.
14. *Waste Oil*: A spent petroleum product or lubricating fluid from vehicles or equipment.

*Solid waste management facility* means any facility which engages in a planned program for effectively controlling the storage, collection, transportation, processing and reuse, conversion or disposal of solid waste in a safe, sanitary, aesthetically acceptable, environmentally sound and economic manner, in full compliance with all applicable local, state and federal regulations. The Russell County Transfer Station and Russell County Convenience Centers are Solid Waste Management Facilities.

*Trash* means non-combustible discarded materials including, but not limited to, ashes, scrap metal, glass, brick, concrete or other construction materials.

*Uncompacted waste* means refuse or waste which has not been reduced in volume by mechanical or hydraulic means, or if so, has not been maintained in this reduced volume state during the transportation to the landfill.

*Waste generator* means the person who actually produces waste intended for disposal at the landfill.

*Waste management facility* (See also Solid Waste Management Facility) means that area designated by the County Administrator for the collection of refuse intended for disposal at the Transfer Station or Collection Centers.

*White goods* means refrigerators, stoves, clothes dryers, washing machines, water heaters, window air conditioners and other large appliances of similar size or character, and waste metal products.

*Yard waste* means decomposable waste materials generated by yard and lawn care, and include leaves, grass trimmings, brush up to six inches in diameter and shrubs and tree trimmings arising from general landscaping maintenance. This shall not include roots or stumps that exceed four inches in diameter.

Where terms are not defined in this Ordinance and the context or practice requires definition they shall have the meaning specified in Chapter 14 of Title 10.1 of the Code of Virginia, 1950, as amended and/or specified in other relevant statutes, and/or the Solid Waste Management Regulations of the Virginia Department of Environmental Quality, as now or hereafter adopted as are applicable.

In case of conflict, the statutes and regulations applicable to the particular requirement involved shall prevail over those in this Ordinance.

### **Sec. 17.2-203. General prohibitions.**

#### **A. Moving Violations**

##### **1. Littering Prohibited: Penalties**

It shall be unlawful for any person to drop, deposit, discard or otherwise dispose of litter in or upon any public or private property within Russell County, with or without permission of the owner, including, but not limited to any street, sidewalk, park, body of water, vacant or unoccupied lot, except in public litter receptacles, or in authorized private litter receptacles provided for public use, or in an area designated by the State Department of Health as a permitted disposal site.

When a violation of the provisions of this section has been observed by any person, and the matter dumped or disposed of in the highway, right-of-way,

property adjacent to such highway or right-of-way, or private property has been ejected from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting such trash, garbage, refuse or other unsightly matter; provided, however, that such presumption shall be rebuttable by competent evidence.

Any person found guilty of a violation of this section shall be guilty of a Class 2 misdemeanor as punishable as provided in Section 17.2-206 of this Ordinance. Any second or subsequent offense shall constitute a Class 1 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

2. Uncovered Vehicles, Escape of Load

No vehicle shall be driven or moved on any highway unless such vehicle is constructed or loaded to prevent any of its load from dropping, sifting, leaking, or otherwise escaping therefrom; provided, however, that sand or any substance to increase traction or water or other substance may be applied on a roadway in the cleaning or maintaining of such roadway by the state or local government agency having such responsibilities.

No person in an aircraft shall throw out, drop or deposit within the County any litter or other object.

Any operator of a vehicle from which an object has escaped, that may cause an obstruction or damage a vehicle or endanger travelers on such public property, shall immediately cause the public property to be cleaned of all objects and shall be responsible for all the costs of removal.

Any person found guilty of a violation of this section shall be guilty of a Class 2 misdemeanor as punishable as provided in Section 17.2-206 of this Ordinance. Any second or subsequent offense shall constitute a Class 1 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

B. Stationary Violations

1. Areas Surrounding Commercial Establishments and Institutions

It shall be the duty of each proprietor and each operator of any business, industry, or institution to keep the adjacent and surrounding area clear and free of litter. These areas include, but are not limited to, public and private sidewalks, roads, and alleys, grounds, parking lots, loading and unloading areas, and all vacant lots which are owned or leased by said establishment or institution.

Any person found guilty of a violation of this section shall be guilty of a Class 2 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

2. Keeping Exterior of Residential and Commercial Property Clean

It shall be the duty of each residential property owner and tenant to keep all exterior private property free of litter. The owner or occupant of any premises within the County shall be responsible for sanitary conditions of such premises, and it shall be unlawful for any person to place, deposit or allow to be placed or deposited on his premises any solid waste, except as designated by the terms of this Ordinance. It shall be the duty of each owner and tenant to keep all exterior property free of litter or waste, these areas shall include, but not be limited to: sidewalks, public roads, alleys and driveways; yards and grounds; fences; walls and property lines; drainages and vacant lots in both residential and commercial areas. Any violation of this subsection shall constitute a Class 2 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

No person shall sweep into or deposit in any gutter, public road, street or water body within the County the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. This includes, but is not limited to, rubbish, which includes grass clippings, hedge trimmings, leaves, pine needles, paper, plastic or other materials classified as litter or waste must be placed in an approved container and properly disposed. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter. Any violation of this subsection shall constitute a Class 3 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

Upon violation of this section, the County may proceed against either the tenant, owner or person in control or against all such persons. A warning citation as provided in Section 17.2-204(b) of this Ordinance shall be served on the owner or occupant of any premises upon which solid waste is found in violation of this section, giving the owner or occupant ten (10) days to remove such solid waste. If the owner or occupant does not comply with the terms of



such citation, he or she shall be served a summons for violation of this section.

This section shall not be deemed to prohibit the accumulation of litter awaiting the next regularly scheduled refuse or garbage collection if such property is served by the regularly scheduled garbage, refuse or litter collection. Such collections shall be deemed to be regular if such collection regularly occurs at least once per week or more frequently.

3. Indiscriminate Dumping or Discarding of Litter and Solid Waste

It shall be unlawful for any person to discard or dump along any street or road, on or off the right-of-way, any form of solid waste, rubbish, refuse, junk, motor vehicle or vehicle part, rubber tires, appliances, furniture, or any other material or equipment, on public or private property, with or without permission of the property owner, except in County approved receptacles provided for public use for the deposit of said material, or except in an area designated by the State Department of Health as a permitted solid waste disposal site or collection facility.

C. Cleanup of Improperly Disposed Litter or Solid Waste

1. Cleanup of Premises by County Authorization

The owners of property within the County shall, within fourteen (14) days of receiving written notice from the County, remove from the property any and all trash, garbage, refuse, litter and other substances which might endanger the health or safety of other residents of the County.

If after fourteen (14) days of receiving the notice, the owners of such property have failed to take action as directed by the notice, the County may have such trash, garbage, refuse, litter and other substances which might endanger the health or safety of other residents of the County, removed by its own agents or employees, in which event the cost or expense thereof shall be chargeable to and paid by the owners of such property and may be collected by the County as taxes are collected.

Execution of the notice to remove litter shall be in writing and shall be in the form set forth in Section 17.2-204 (b) of this ordinance and served by personal service, posted service or sent by registered mail.

Every charge authorized by this section with which the owner of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided in Articles 3 (§58.1-3940 *et seq*) and 4 (§ 58.1-3965 *et seq*) of Chapter 39 of Title 58.1 of the Code of Virginia, 1950, as amended. The County may waive such liens in order to facilitate the sale of the property. Such liens may be waived only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.

A violation of this section shall be subject to a civil penalty, not to exceed \$50.00 for the first violation, or violations arising from the same set of operative facts. The civil penalty subsequent violations not arising from the same set of operative facts within 12 months of the first violation shall not exceed \$200.00. Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violation arising from the same set of operative facts result in civil penalties that exceed a total of \$3,000.00 in a 12-month period.<sup>1</sup>

In the event three civil penalties have previously been imposed on the same defendant for the same or similar violation, not arising from the same set of operative facts, within a 24-month period a violation of this subsection shall be a Class 3 misdemeanor.<sup>2</sup>

#### D. Litter Receptacles

##### 1. Use of Receptacles

- a. It shall be unlawful to deposit any item or items except litter in any receptacle placed for public use as a depository for litter. Any item or items, including litter, which are expressly prohibited from being placed in said receptacle by a sign or other writing located on or

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<sup>1</sup> See §15.2-901 (C) for enabling act authorizing civil penalty by ordinance.

<sup>2</sup> See §15.2-901 (D) for enabling act authorizing Class 3 misdemeanor when three civil penalties have occurred.



around the receptacle, shall not be placed or deposited in said receptacle.

- b. Any violation of this subsection shall constitute a Class 2 misdemeanor. A second or subsequent offense shall constitute a Class 1 misdemeanor.

## 2. Providing Adequate Litter Receptacles for Businesses

It shall be the duty of any person owning or operation any commercial establishment to provide receptacles adequate to contain the litter generated at said establishment. The penalty established for violation of this subsection shall be twenty-five (\$25.00) dollars for each day of violation. The offender shall receive a summons from the enforcement officer for any violation of this subsection. The offender may pay the fine in lieu of appearing in court on any first offense.

## 3. Providing Adequate Litter Receptacles for Residences

- a. All household solid waste shall be contained in receptacles or containers which conform to standards established by the Russell County Board of Supervisors.
- b. It shall be unlawful for any person to use an old appliance or other container deemed unacceptable by the County for trash collection.
- c. Any violation of this subsection shall constitute a Class 3 misdemeanor.

## E. Improper Disposal of Waste

### 1. Depositing Improper Waste in Receptacles or Facilities

- a. It shall be unlawful to improperly dispose of any solid waste as defined in this Ordinance at a facility operated for or in a receptacle placed for public or private use. Improper disposal shall mean and include the depositing in such facility of solid waste which is not accepted or authorized for disposal by such facility. The types of waste not accepted at any such facility shall be displayed at the entrance of such facility or on the receptacle.

## F. Enforcement of Litter Laws; Prosecution; Presumption

### 1. Enforcement

- a. Prosecution for a violation of any provision of this act may be initiated by the County Building Inspector, law enforcement officer, litter control officer, or private citizen.

2. Authorization of County Litter Control Office to Bring Civil Action

Whereas Section 10.1-1418.1 of the Code of Virginia, 1950, as amended authorizes the County to bring a civil action against any person who improperly disposes of solid waste on the property of the County, without the County's permission. Whenever a court of competent jurisdiction finds that a person has improperly disposed of solid waste upon the County's property, without the County's permission, the court shall assess a civil penalty of up to five thousand dollars (\$5,000.00) against such defendant, along with costs and reasonable attorney's fees. Any civil penalty assessed pursuant to this subsection shall be paid into the Russell County treasury.

3. Assign –A-Highway Roadside and Illegal Dump Cleanup

For Cleanup of roadside litter and identified illegal dumps within the County, it is hereby established a program pursuant to Section 53.1-129 of the Code of Virginia, 1950, as amended, and the Sheriff of the County and any of his deputies and any Special Conservator of the Peace/Litter Office who has been approved by a court of competent jurisdiction shall be permitted to utilize probationers or remove inmates from the County or Regional Jail under their supervision to work in this program providing that any such inmate has been specifically approved to be permitted to participate in this program by the Sheriff and by the Court. Probationers will be assigned to two-mile designated sections of highway, cleaned up every two weeks for the duration of their assignment to this program. Inmates shall be utilized only for the cleanup for illegal dumps identified by the County Litter Control Department. During the cleanup of illegal dumps, the Special Conservator of the Peace/Litter Control Officer or the Sheriff or his deputies will be present during this volunteer work.

**Sec. 17.2-204. Removal, disposal of trash and garbage.**

(a) The owners of property in the county shall not accumulate thereon and shall remove there from any and all trash, garbage, refuse, litter and other substances which might endanger the health or safety of other residents of the county.

(b) Notice to property owner:

- 1) The Board of Supervisors may, when it deems it necessary, give written notice to the owner of any property in the county, and to the person primarily responsible for such property, if different from the owner and if

know, stating the facts that constitute a violation of subsection (a) of this section and directing such person or persons to take such action as may be necessary to rectify the conditions within 14 days from the date of the notice.

- 2) The notice required by the section shall be certified or registered mail to the last known address, or by hand delivery by the Sheriff of the County, his deputy, the county sanitation office or the designee of the County Administrator, to the owner of the property and to the person primarily responsible for such property, if different from the owner and if known, The notice shall be substantially in the following form:

<p>NOTICE TO REMOVE TRASH, GARBAGE, REFUSE, LITTER AND OTHER SUBSTANCES</p>	
<p>To: _____ Responsible Party</p>	<p>AT: _____ _____ Address of property  _____ Tax Map Number</p>
<p>Pursuant to Code of Virginia §15.2-802 of the Ordinances of Russell County, Virginia, you are hereby notified to remove, within 14 days after the date of this notice, all trash, garbage, refuse, litter and other substances that endanger the health or safety of other residents of the county, in particular (<u>describe the conditions</u>). Upon your failure to remove the same, the county's agents or employees may remove such trash, garbage, refuse, litter and other substances that endanger the health or safety of other residents of the county, and the cost and expenses of such removal shall be chargeable to and paid by the owner of such property and may be collected by the county as taxes and levies are collected and shall constitute a lien on the property.</p>	

- (c) If the property is not cleaned up after receiving the notice required in subsection (b) of this section, the Board of Supervisors may have such trash, garbage, refuse, litter and other like substances that might endanger the health of other residents of the county removed by the county's own agents and employees, in which event the cost and expenses thereof shall be chargeable to and paid by the

owners of such property and may be collected by the county as taxes and levies are collected.

- (d) Every charge authorized by this section with which the owner and lien holder of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with lien for unpaid local taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq.
- (e) Trash, garbage, refuse, litter and other debris shall be disposed of in personally owned or privately owned receptacles that are provided for such use and for the use of the persons and disposing such matter or in authorized facilities provided for such purpose, and in no other manner not authorized by law.

**§ 17.2-205. Dumping Trash on Highway, Right-Of-Way or Private Property.**

- (a) It shall be unlawful for any person to dump or otherwise dispose of trash, garbage, refuse, litter or other unsightly matter, on public property, including a public highway, right-of-way, property adjacent to such highway or right-of-way, or on private property without the written consent of the owner thereof or his agent.
- (b) When any persons is arrested for a violation of this section, and the matter alleged to have been illegally dumped or disposed of has been ejected from a motor vehicle or transported to the disposal site in a motor vehicle, the arresting officer may comply with the provisions of Code of Virginia, §46.2-936, in making such arrest.
- (c) When a violation of the provisions of this section has been observed by any person, and the matter illegally dumped or disposed of has been ejected or removed from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting or disposing of such matter. However, such presumption shall be rebuttable by competent evidence.
- (d) Any person who violates this section shall, upon conviction, be guilty of a Class 1 misdemeanor punishable by confinement in jail for not more than twelve (12) months and a fine of not less than \$250.00 nor more than \$2,500.00, either or both.
- (e) The provisions of this section shall not apply to the lawful disposal of such matter in landfills, the county transfer station or county convenience stations.
- (f) The Commonwealth Attorney of Russell County, Virginia or his designee shall be responsible for all prosecutions under this section.

**§17.2-206. Penalties.**

The authorized punishments for a conviction of a misdemeanor are:

- (a) For Class 1 misdemeanors, confinement in jail for not more than twelve months and a fine of not more than \$2,500.00, either or both.
- (b) For Class 2 misdemeanors, confinement in jail for not more than six months and fine of not more than \$1,000.00, either or both.
- (c) For Class 3 misdemeanors, a fine of not more than \$500.00.
- (d) For Class 4 misdemeanors, a fine of not more than \$250.00.

**§17.2-207. Effective Date of Ordinance.**

This ordinance shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2020. The County Administrator is directed to file a certified copy of this Ordinance in the Offices of the Clerk of the General District Court of Russell County and the Clerk of the Circuit Court of Russell County.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2020.



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item B-1  
Presenter: Chairperson

**Meeting: 2/3/20 6:00 PM**

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## Approval of Minutes

Request approval of the minutes from the following meeting:

- **January 13, 2020 Board Minutes**
- **January 21, 2020 Board Minutes**

### **STAFF RECOMMENDATION(s):**

Board discretion

### **SUGGESTED MOTION(s):**

Motion to approve Board Minutes.

### **ATTACHMENTS:**

- Board Minutes



January 13, 2020

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, January 13, 2020 beginning at 5:00 pm with Executive (closed) Session followed by the regular meeting at 6:00 pm at the Russell County Government Center in Lebanon, Virginia.

The Clerk called the meeting to order.

**Roll Call by the Clerk:**

**Present:**

Tim Lovelace  
Lou Wallace  
Carl Rhea  
David Eaton  
Steve Breeding  
Rebecca Dye  
Oris Christian

Lonzo Lester, Clerk  
Vicki Porter, Deputy Clerk  
Katie Patton, County Attorney

**Absent:**

None

**EXECUTIVE (CLOSED) SESSION**

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to enter into Executive (closed) Session pursuant to Section 2.2-3712(5) of the Code of Virginia to discuss legal matters pursuant to 2.2-3712(A), (3), (7) and (8).

The vote was:

Aye: Lou Wallace, Tim Lovelace, Carl Rhea, Steve Breeding, Rebecca Dye, David Eaton and Oris Christian  
Nay: None

**APPROVAL TO RETURN TO REGULAR SESSION**

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to return to regular session.

The vote was:

Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian  
Nay: None

**CERTIFICATION OF EXECUTIVE (CLOSED) SESSION**

Pursuant to § 2.2-3712(D) of the Code of Virginia 1950, as amended each member of the Board of Supervisors upon the Roll Call certifies that to the best of their knowledge (i) only public business matters lawfully exempted from the open meeting requirements under the Virginia Freedom of Information Act and (ii) only such public business matters that were identified in the motion(s) by which

the closed meeting was convened were heard, discussed or considered in the meeting by the Board of Supervisors.

Any member of the Board of Supervisors who believes that there was a departure from the requirements of clauses (I) and (ii) above shall so state prior to the vote, indicating the substance of the departure that, in his or her judgment, has taken place.

Are there any who believe a departure has taken place? Seeing none, if you agree that the matters heard, discussed or considered during the closed meeting were pursuant only to the motion(s) by which the closed meeting was convened, please signify by saying aye or yes.

Tim Lovelace – AYE  
Lou Wallace – AYE  
Carl Rhea – AYE  
David Eaton – AYE  
Rebecca Dye - AYE  
Steve Breeding – AYE  
Oris Christian – AYE

Invocation by Travis Lambert, Morning Star Church followed by the Pledge of Allegiance to the Flag.

#### **APPROVAL OF THE AGENDA**

Motion made by Lou Wallace, second Tim Lovelace and duly approved by the Board of Supervisors to approve the agenda as presented.

The vote was:

Aye: Lou Wallace, Tim Lovelace, Carl Rhea, David Eaton, Steve Breeding, Rebecca Dye and Oris Christian

Nay: None

#### **Acknowledgements**

The Board of Supervisors recognized the following students for achieving Eagle Scout status:

Mason Curtis Barton  
Benjamin Seth Greer  
Elliott Sinclair Horton  
Ethan James Chaffin

#### **Presentations**

**Travis Lambert**, President Lebanon Little League stated that the 11-12-year-old Boys State Tournament will be held at Glade Hollow Park this year. He informed the Board that seating is limited and they really needed to make arrangements to accommodate the visitors that would attend. Hess Excavating is willing to donate their time and labor to help with this problem. He asked that the Board handle the ENS issues.

**APPROVAL TO ALLOW HESS EXCAVATING TO MAKE IMPROVEMENTS TO GLADE HOLLOW PARK**

Motion made by Carl Rhea, second Steve Breeding and duly approved by the Board of Supervisors to approve Hess Excavating to upgrade the park to accommodate more seating through tree removal and grading. The County would be responsible for any ENS issues with the help of The Russell County PSA.

The vote was:

Aye: Carl Rhea, Steve Breeding, David Eaton, Tim Lovelace, Lou Wallace, Rebecca Dye and Oris Christian

Nay: None

**Rebecca Dye relinquished the Chair to the Clerk of the Board.**

**Organizational Meeting**

**REBECCA DYE ELECTED CHAIRPERSON**

David Eaton nominated Steve Breeding

Lou Wallace nominated Rebecca Dye

Rebecca Dye – Four votes: Lou Wallace, Tim Lovelace, Oris Christian and Rebecca Dye

Steve Breeding – Three votes: David Eaton, Carl Rhea and Steve Breeding

Rebecca Dye was elected Chairperson for CY 2020.

**The Clerk relinquished the Chair to Rebecca Dye.**

**STEVE BREEDING ELECTED VICE CHAIRMAN**

Lou Wallace nominated Steve Breeding

Tim Lovelace moved that nominations cease and Steve Breeding be appointed Vice Chairman by acclamation for CY 2020.

The vote was:

Aye: Lou Wallace, Tim Lovelace, Carl Rhea, David Eaton, Steve Breeding, Rebecca Dye and Oris Christian

Nay: None

**LONZO LESTER APPOINTED AS CLERK OF THE BOARD FOR CY 2020**

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to appoint Lonzo Lester Clerk of the Board for CY 2020.

The vote was:

Aye: Steve Breeding, Lou Wallace, Carl Rhea, Tim Lovelace, David Eaton, Rebecca Dye and Oris Christian

Nay: None

**VICKI PORTER APPOINTED AS DEPUTY CLERK FOR CY 2020**

Motion made by Tim Lovelace, second David Eaton and duly approved by the Board of Supervisors to appoint Vicki Porter Deputy Clerk of the Board for CY 2020.

The vote was:

Aye: Steve Breeding, Tim Lovelace, Carl Rhea, Lou Wallace, David Eaton, Rebecca Dye and Oris Christian

Nay: None

**ROBERTS RULES OF ORDER ADOPTED FOR CY 2020**

Motion made by Tim Lovelace, second Steve Breeding and duly approved by the Board of Supervisors to adopt Roberts Rules of Order for CY 2020.

The vote was:

Aye: Steve Breeding, Tim Lovelace, Carl Rhea, Lou Wallace, David Eaton, Rebecca Dye and Oris Christian

Nay: None

**COUNTY BY-LAWS ADOPTED FOR CY 2020**

Motion made by Carl Rhea, second David Eaton and duly approved by the Board of Supervisors to adopt the County Bylaws as presented for CY 2020.

The vote was:

Aye: Carl Rhea, Steve Breeding, Tim Lovelace, Lou Wallace, David Eaton, Rebecca Dye and Oris Christian

Nay: None

**BOARD OF SUPERVISORS MEETINGS SET FOR THE 1<sup>ST</sup> MONDAY OF EACH MONTH AT 6:00 PM**

Motion made by Tim Lovelace, second Steve Breeding and duly approved by the Board of Supervisors to set the Board of Supervisors meetings for the first Monday of each month beginning at 6:00 pm, executive (closed) session, if necessary, begins at 5:00 pm.

The vote was:

Aye: Steve Breeding, Tim Lovelace, Carl Rhea, Lou Wallace, David Eaton, Rebecca Dye and Oris Christian

Nay: None

**APPROVAL OF DECEMBER 02, 2019 MINUTES**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve the December 02, 2019 minutes and dispense with the reading thereof.

The vote was:

Aye: David Eaton, Steve Breeding, Lou Wallace, Tim Lovelace, Carl Rhea and Rebecca Dye

Nay: None

Abstain: Oris Christian

**APPROVAL OF THE DECEMBER 17, 2019 MINUTES**

Motion made by Steve Breeding, second Carl Rhea and duly approved by the Board of Supervisors to approve the December 17, 2019 minutes and dispense with the reading thereof.

The vote was:

Aye: David Eaton, Steve Breeding, Lou Wallace, Tim Lovelace, Carl Rhea and Rebecca Dye

Nay: None

Abstain: Oris Christian

**APPROVAL OF GENERAL COUNTY INVOICES**

Motion made by Tim Lovelace, second Steve Breeding and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$1,118,180.59, including withholdings and reoccurring.

The vote was:

Aye: Tim Lovelace, Steve Breeding, Lou Wallace, Carl Rhea, David Eaton, Rebecca Dye and Oris Christian

Nay: None

**PRE-PAYMENT BILL LIST APPROVED for CY 2020**

Motion made by Lou Wallace, second Carl Rhea and duly approved by the Board of Supervisors to approve the pre-payment bill list as presented for CY2020.

The vote was:

Aye: Lou Wallace, Carl Rhea, Lou Wallace, David Eaton, Steve Breeding, Rebecca Dye and Oris Christian

Nay: None

**Appointments**

**STEVE BREEDING APPOINTED TO THE CUMBERLAND PLATEAU ECONOMIC DEVELOPMENT EXECUTIVE BOARD**

Motion made by Lou Wallace, second Tim Lovelace and duly approved by the Board of Supervisors to appoint Steve Breeding to the CPED Executive Board. (concurrent with BOS term)

The vote was:

Aye: Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea, David Eaton, Rebecca Dye and Oris Christian

Nay: None

**LOU WALLACE APPOINTED TO THE CUMBERLAND PLATEAU ECONOMIC DEVELOPMENT EXECUTIVE BOARD**

Motion made by Steve Breeding, second Tim Lovelace and duly approved by the Board of Supervisors to appoint Lou Wallace to the CPED Executive Board. (concurrent with BOS term)

The vote was:

Aye: Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea, David Eaton, Rebecca Dye and Oris Christian  
Nay: None

**CARL RHEA APPOINTED TO THE CUMBERLAND PLATEAU ECONOMIC DEVELOPMENT COMMISSION**

Motion made by David Eaton, second Tim Lovelace and duly approved by the Board of Supervisors to appoint Carl Rhea to the Cumberland Plateau Economic Development Commission. (concurrent with BOS term).

The vote was:

Aye: David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Steve Breeding, Rebecca Dye and Oris Christian  
Nay: None

**TIM LOVELACE APPOINTED TO THE CUMBERLAND PLATEAU ECONOMIC DEVELOPMENT COMMISSION**

Motion made by David Eaton, second Lou Wallace and duly approved by the Board of Supervisors to appoint Tim Lovelace to the Cumberland Plateau Economic Development Commission. (concurrent with BOS term).

The vote was:

Aye: David Eaton, Lou Wallace, Carl Rhea, Tim Lovelace, Steve Breeding, Rebecca Dye and Oris Christian  
Nay: None

**ORIS CHRISTIAN APPOINTED TO THE PLANNING COMMISSION**

Lou Wallace nominated Oris Christian.

Hearing no other nominations, Oris Christian was appointed to the Planning Commission by acclamation. (concurrent with BOS term)

**CARL RHEA APPOINTED DIRECTOR OF EMERGENCY MANAGEMENT**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to appoint Carl Rhea as Director of Emergency Management (concurrent with BOS term).

The vote was:

Aye: David Eaton, Steve Breeding, Carl Rhea and Rebecca Dye  
Nay: Lou Wallace, Tim Lovelace and Oris Christian

**ORIS CHRISTIAN APPOINTED AS ASSISTANT EMERGENCY MANAGEMENT DIRECTOR**

Motion may by Lou Wallace, second Tim Lovelace and duly approved by the Board of Supervisors to appoint Oris Christian as Assistant Emergency Management Director (concurrent with BOS term).

The vote was:

Aye: Lou Wallace, Tim Lovelace, Carl Rhea, David Eaton, Steve Breeding, Rebecca Dye and Oris Christian  
Nay: None



**The Chairperson appointed Tim Lovelace and Rebecca Dye to the budget committee for one (1) year. Oris Christian was appointed alternate.**

**ORIS CHRISTIAN APPOINTED TO THE SOUTHWEST VIRGINIA REGIONAL JAIL BOARD**

Motion made by Lou Wallace, second Tim Lovelace and duly approved by the Board of Supervisors to appoint Oris Christian to the Southwest Virginia Regional Jail Board (concurrent with BOS term).

The vote was:

Aye: Lou Wallace, Tim Lovelace, David Eaton, Steve Breeding, Rebecca Dye and Oris Christian

Nay: Carl Rhea

**TIM LOVELACE APPOINTED TO THE SOUTHWEST VIRGINIA REGIONAL JAIL BOARD**

Motion made by Lou Wallace, second Steve Breeding and duly approved by the Board of Supervisors to appoint Tim Lovelace to the Southwest Virginia Regional Jail Board (concurrent with Bos term).

The vote was:

Aye: Lou Wallace, Steve Breeding, Carl Rhea, Tim Lovelace, David Eaton, Rebecca Dye and Oris Christian

Nay: None

**LOU WALLACE APPOINTED TO THE CLEO BOARD**

Motion made by Tim Lovelace, second Steve Breeding and duly approved by the Board of Supervisors to appoint Lou Wallace to the Chief Local Elected Officials Board (concurrent with BOS term).

The vote was:

Aye: Tim Lovelace, Carl Rhea, Lou Wallace, David Eaton, Steve Breeding, Rebecca Dye and Oris Christian

Nay: None

**REBECCA DYE APPOINTED TO CPMT**

Motion made by Tim Lovelace, second Carl Rhea and duly approved by the Board of Supervisors to appoint Rebecca Dye to the Community Policy Management Team. (concurrent with BOS term)

The vote was:

Aye: Tim Lovelace, Carl Rhea, Lou Wallace, David Eaton, Steve Breeding, Rebecca Dye and Oris Christian

Nay: None

**DAVID COMPTON AND EDWARD TILLER RE-APPOINTED TO CPMT**

Motion made by Carl Rhea, second David Eaton and duly approved by the Board of Supervisors to re-appoint David Compton and Edward Tiller to the Finney Community Center Board for two (2) year terms, said terms ending January 13, 2022.

The vote was:

Aye: Carl Rhea, David Eaton, Steve Breeding, Lou Wallace, Tim Lovelace, Rebecca Dye and Oris Christian

Nay: None

### **Citizens Comment**

The Chair opened citizens comment period. Hearing none, citizens comment was closed.

### **Constitutional Officer Reports**

**Alicia McGlothlin, Treasurer** congratulated the Board members on winning the election. She also gave updates on tax collection, second notices, debt set off, etc.

### **County Attorney Reports and Requests**

Personnel policy is being reviewed.

### **County Administrator Reports and Requests**

#### **FY 2020/2021 BUDGET COMMITTEE MEETING SCHEDULE APPROVED**

Motion made by Lou Wallace, second Carl Rhea and duly approved by the Board of Supervisors to approve the FY 2020/2021 budget committee meeting schedule as presented.

The vote was:

Aye: Lou Wallace, Carl Rhea, Tim Lovelace, David Eaton, Steve Breeding, Rebecca Dye and Oris Christian  
Nay: None

#### **PUBLIC HEARING ON LITTER ORDINANCE SET FOR FEBRUARY 03, 2020**

Motion made by Lou Wallace, second Carl Rhea and duly approved by the Board of Supervisors to hold a public hearing on the Litter Ordinance on February 03, 2020 at 6:00 pm.

The vote was:

Aye: Lou Wallace, Carl Rhea, Tim Lovelace, David Eaton, Steve Breeding, Rebecca Dye and Oris Christian  
Nay: None

#### **PUBLIC HEARING ON THE NOISE ORDINANCE SET FOR FEBRUARY 03, 2020**

Motion made by Lou Wallace, second Oris Christian and duly approved by the Board of Supervisors to hold a public hearing on the Noise Ordinance on February 03, 2020 at 6:00 pm.

The vote was:

Aye: Lou Wallace, Oris Christian, Tim Lovelace, Carl Rhea, David Eaton, Steve Breeding and Rebecca Dye  
Nay: None

#### **APPROVAL OF THE DANTE COMMUNITY REDEVELOPMENT PROJECT**

Motion made by Lou Wallace, second Steve Breeding and duly approved by the Board of Supervisors to approve the Dante Community Redevelopment Project DMME AML Agreement.

The vote was:

Aye: Lou Wallace, Steve Breeding, David Eaton, Carl Rhea, Rebecca Dye, Oris Christian and Tim Lovelace

Nay: None

**APPROVAL TO TABLE A COMPUTER PURCHASE REQUEST FOR THE ELECTORAL BOARD AND REGISTRAR**

Motion made by Tim Lovelace, second Carl Rhea and duly approved by the Board of Supervisors to table the request for the purchase of new computers for the upcoming elections from the Registrar's Office and the Electoral Board.

The vote was:

Aye: Tim Lovelace, Carl Rhea, Lou Wallace, Steve Breeding, David Eaton, Rebecca Dye and Oris Christian

Nay: None

**APPROVAL TO REIMBURSE RUSSELL COUNTY COMBINED SEARCH AND RESCUE**

Motion made by Steve Breeding, second Tim Lovelace and duly approved by the Board of Supervisors to approve a reimbursement request from the Russell County Combined Search and Rescue not to exceed \$2000.00

The vote was:

Aye: Steve Breeding, Tim Lovelace, Carl Rhea, David Eaton, Lou Wallace, Rebecca Dye and Oris Christian

Nay: None

**APPROVAL OF A TRAVEL REQUEST FROM THE REGISTRAR AND ELECTORAL BOARD**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a travel request for the Registrar and Electoral Board.

The vote was:

Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian

Nay: None

**APPROVAL OF A TRAVEL REQUEST FROM THE RCPL**

Motion made by Lou Wallace, second Steve Breeding and duly approved by the Board of Supervisors to approve a travel request from the Russell County Public Library.

The vote was:

Aye: Lou Wallace, Steve Breeding, Carl Rhea, David Eaton, Tim Lovelace, Rebecca Dye and Oris Christian

Nay: None

**APPROVAL TO ADJOURN TO RECONVENE ON JANUARY 21, 2020**

Motion made by Steve Breeding, second Lou Wallace to adjourn to reconvene in Richmond, Virginia at the Hilton Richmond Downtown on Tuesday, January 21, 2020 at 6:00 pm.

The vote was:

Aye: Steve Breeding, Tim Lovelace, Carl Rhea, Lou Wallace, David Eaton, Rebecca Dye and Oris Christian  
Nay: None

### **JANUARY 21, 2020**

A reconvened meeting of the Russell County Board of Supervisors was held on Tuesday, January 21, 2020 at 6:00 pm at the Hilton Richmond Downtown in Richmond, Virginia.

The Clerk called the meeting back to order.

#### **Roll Call by the Clerk:**

##### **Present:**

David Eaton (left the meeting on January 23, 2020, early morning)  
Steve Breeding (left the meeting on January 23, 2020, early morning)  
Rebecca Dye  
Oris Christian  
Lou Wallace (joined the meeting on January 22, 2020)

Lonzo Lester, Clerk  
Vicki Porter, Deputy Clerk

##### **Absent:**

Tim Lovelace  
Carl Rhea

### **APPROVAL OF THE AGENDA**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve the agenda.

The vote was:

Aye: David Eaton, Steve Breeding, Rebecca Dye and Oris Christian  
Nay: None

Invocation by Rebecca Dye.

#### **New Business**

The Chair updated the Board on the schedule for January 22 and January 23, 2020.

#### **Other County Matters**

A discussion was held on the possibility of a residential and commercial disposal fee. The Board also discussed the potential economic impact on proposed bills in the legislature.

**APPROVAL OF SOLID WASTE AMENDMENT RESOLUTION**

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve a Resolution of Support of the Disposal of Solid Waste Amendment in SB 329 and HB 11865 which adds Russell County's name to the Code of Virginia 15.2-2159. This would allow Russell County to assess a fee for waste disposal in the County should the financial situation of the County necessitate this action. This motion requires a public hearing/informational meeting and evaluation of the financial impact of such an ordinance.

The vote was:

Aye: Steve Breeding, David Eaton and Oris Christian.

Nay: None

**APPROVAL TO ADJOURN**

Motion made by Oris Christian, second Lou Wallace and duly approved by the Board of Supervisors to adjourn.

The vote was:

Aye: Oris Christian, Lou Wallace and Rebecca Dye

Nay: None

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Clerk of the Board

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Chairperson



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item B-2  
Presenter: Chairperson

**Meeting: 2/3/20 6:00 PM**

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## **Approval of Expenditures**

Request approval of the County's January 2020 Monthly Expenditures:

### **STAFF RECOMMENDATION(s):**

County's January 2020 Monthly Expenditures are in compliance with budget and operational services.

### **SUGGESTED MOTION(s):**

Motion to approve County's January 2020 Monthly Expenditures.

### **ATTACHMENTS:**

- January 2020 Monthly Expenditures

DUE DATE	INV DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
2/03/2020	12/23/2019	002615 A & A ENTERPRIS	65260		481.76	481.76	4100-031020-5410-	- -
2/03/2020	1/15/2020	002615 A & A ENTERPRIS	65520		196.00	196.00	4100-031020-5410-	- -
					677.76	677.76 *		
2/03/2020	1/11/2020	003754 AMAZON	447876545946	10	14.82	14.82	4100-073010-5411-	- -
2/03/2020	1/16/2020	003754 AMAZON	466758885393	10	21.94	21.94	4100-073010-5411-	- -
2/03/2020	1/06/2020	003754 AMAZON	468633843436	10	24.99	24.99	4100-073010-5411-	- -
2/03/2020	12/16/2020	003754 AMAZON	468735873966	10	37.92	37.92	4100-073010-5411-	- -
2/03/2020	1/16/2020	003754 AMAZON	53647643877	10	89.99	89.99	4100-073010-5401-	- -
2/03/2020	12/16/2019	003754 AMAZON	579778876994	10	22.96	22.96	4100-073010-5411-	- -
2/03/2020	1/15/2020	003754 AMAZON	986933643388	10	12.99	12.99	4100-073010-5401-	- -
					225.61	225.61 *		
2/03/2020	1/15/2020	000046 AT & T	01152020		19.54	19.54	4100-031020-5203-	- -
2/03/2020	1/15/2020	000046 AT & T	01152020		45.80	45.80	4100-031020-5203-	- -
					65.34	65.34 *		
2/03/2020	1/07/2020	003103 AUTO MOTION SER	15544		1,468.57	1,468.57	4100-031020-5408-	- -
2/03/2020	1/07/2020	003103 AUTO MOTION SER	16109		1,268.87	1,268.87	4100-031020-5408-	- -
2/03/2020	12/20/2019	003103 AUTO MOTION SER	16258		20.00	20.00	4100-031020-5408-	- -
2/03/2020	12/23/2019	003103 AUTO MOTION SER	16262		591.94	591.94	4100-031020-5408-	- -
					3,349.38	3,349.38 *		
2/03/2020	11/21/2019	003032 B & H RENTALS I	114475		14.00	14.00	4100-031020-5408-	- -
					14.00	14.00 *		
2/03/2020	12/17/2019	002535 BAKER & TAYLOR	5015900816	10	15.76	15.76	4100-073010-5411-	- -
2/03/2020	12/17/2019	002535 BAKER & TAYLOR	5015900817	10	12.91	12.91	4100-073010-5411-	- -
2/03/2020	12/28/2019	002535 BAKER & TAYLOR	5015921648	10	29.71	29.71	4100-073010-5411-	- -
2/03/2020	12/28/2019	002535 BAKER & TAYLOR	5015921649	10	79.07	79.07	4100-073010-5411-	- -
2/03/2020	12/28/2019	002535 BAKER & TAYLOR	5015921650	10	17.42	17.42	4100-073010-5411-	- -
2/03/2020	1/07/2020	002535 BAKER & TAYLOR	5015938090	10	32.51	32.51	4100-073010-5411-	- -
2/03/2020	1/07/2020	002535 BAKER & TAYLOR	5015938091	10	49.25	49.25	4100-073010-5411-	- -
2/03/2020	1/15/2020	002535 BAKER & TAYLOR	5015955243	10	15.23	15.23	4100-073010-5411-	- -
					251.86	251.86 *		
2/03/2020	1/22/2020	004494 BENTLEY DISTRIB	254547		13.80	13.80	4100-012090-5401-	- -
2/03/2020	1/22/2020	004494 BENTLEY DISTRIB	254547		13.80	13.80	4100-012010-5401-	- -
2/03/2020	1/22/2020	004494 BENTLEY DISTRIB	254547		13.80	13.80	4100-034010-5401-	- -
2/03/2020	1/22/2020	004494 BENTLEY DISTRIB	254547		13.80	13.80	4100-012130-5401-	- -
2/03/2020	1/22/2020	004494 BENTLEY DISTRIB	254547		13.80	13.80	4100-043020-5405-	- -
					69.00	69.00 *		
2/03/2020	1/10/2020	000052 BLEVINS SEPTIC	33969		375.00	375.00	4100-042010-5413-	- -
2/03/2020	1/10/2020	000052 BLEVINS SEPTIC	33970		135.90	135.90	4100-042010-5413-	- -
					510.90	510.90 *		
2/03/2020	12/06/2019	003914 BLUE RIDGE CHRY	71731		55.00	55.00	4100-031020-5408-	- -
2/03/2020	12/09/2019	003914 BLUE RIDGE CHRY	71778		55.00	55.00	4100-031020-5408-	- -
					110.00	110.00 *		
2/03/2020	1/14/2020	000092 BONANZA RESTAUR	597469		218.69	218.69	4100-011010-5413-	- -
					218.69	218.69 *		
2/03/2020	1/13/2020	004161 BREEDING, CRYST	01132020		195.00	195.00	4100-072030-3009-	- -
					195.00	195.00 *		
2/03/2020	12/19/2019	000101 BRISTOL HERALD	12192019	10	270.40	270.40	4100-073010-5411-	- -
					270.40	270.40 *		
2/03/2020	1/13/2020	004614 BROWN, CARLA	01132020		1,192.50	1,192.50	4100-072030-3009-	- -
					1,192.50	1,192.50 *		
2/03/2020	1/24/2020	003816 CAMPBELL PRINTI	1304		250.00	250.00	4100-012010-5401-	- -
					250.00	250.00 *		
2/03/2020	1/10/2020	003898 CARD SERVICES C	01102020	1	3,291.60	3,291.60	4100-031020-5503-	- -
					3,291.60	3,291.60 *		
2/03/2020	1/28/2020	004660 CHRISTIAN, ORIS	01282020		141.20	141.20	4100-011010-5504-	- -
					141.20	141.20 *		



DUE DATE	INV. DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
2/03/2020	1/06/2020	004450	CINTAS CORPORAT 4039279610		44.16	44.16	4100-043020-3008-	-
2/03/2020	1/09/2020	004450	CINTAS CORPORAT 4039565809		68.91	68.91	4100-043020-3008-	-
2/03/2020	1/09/2020	004450	CINTAS CORPORAT 4039565925		87.26	87.26	4100-043020-3008-	-
2/03/2020	1/09/2020	004450	CINTAS CORPORAT 4039565999		35.58	35.58	4100-043020-3008-	-
2/03/2020	1/09/2020	004450	CINTAS CORPORAT 4039566065		70.16	70.16	4100-043020-3008-	-
2/03/2020	1/09/2020	004450	CINTAS CORPORAT 4039566072		30.28	30.28	4100-043020-3008-	-
2/03/2020	1/09/2020	004450	CINTAS CORPORAT 4039566102		92.72	92.72	4100-043020-3008-	-
2/03/2020	1/09/2020	004450	CINTAS CORPORAT 4039566130		239.78	239.78	4100-043020-3008-	-
2/03/2020	1/13/2020	004450	CINTAS CORPORAT 4039828686		44.16	44.16	4100-043020-3008-	-
2/03/2020	1/16/2020	004450	CINTAS CORPORAT 4040218298		75.91	75.91	4100-043020-3008-	-
2/03/2020	1/16/2020	004450	CINTAS CORPORAT 4040218350		30.28	30.28	4100-043020-3008-	-
2/03/2020	1/16/2020	004450	CINTAS CORPORAT 4040218420		92.72	92.72	4100-043020-3008-	-
2/03/2020	1/16/2020	004450	CINTAS CORPORAT 4040218444		70.16	70.16	4100-043020-3008-	-
2/03/2020	1/16/2020	004450	CINTAS CORPORAT 4040218464		35.58	35.58	4100-043020-3008-	-
2/03/2020	1/16/2020	004450	CINTAS CORPORAT 4040218470		239.78	239.78	4100-043020-3008-	-
2/03/2020	1/20/2020	004450	CINTAS CORPORAT 4040394130		44.16	44.16	4100-043020-3008-	-
2/03/2020	1/23/2020	004450	CINTAS CORPORAT 4040772410		87.26	87.26	4100-043020-3008-	-
2/03/2020	1/23/2020	004450	CINTAS CORPORAT 4040772430		68.91	68.91	4100-043020-3008-	-
2/03/2020	1/23/2020	004450	CINTAS CORPORAT 4040772470		35.58	35.58	4100-043020-3008-	-
2/03/2020	1/23/2020	004450	CINTAS CORPORAT 4040772505		124.72	124.72	4100-043020-3008-	-
2/03/2020	1/23/2020	004450	CINTAS CORPORAT 4040772528		30.28	30.28	4100-043020-3008-	-
2/03/2020	1/23/2020	004450	CINTAS CORPORAT 4040772531		70.16	70.16	4100-043020-3008-	-
2/03/2020	1/23/2020	004450	CINTAS CORPORAT 4040772560		253.70	253.70	4100-043020-3008-	-
2/03/2020	1/27/2020	004450	CINTAS CORPORAT 4041029136		44.16	44.16	4100-043020-3008-	-
					2,016.37	2,016.37 *		
2/03/2020	12/10/2019	003569	CLARK PRINT SHO 4171		503.10	503.10	4100-012090-5401-	-
					503.10	503.10 *		
2/03/2020	1/16/2020	004452	CRYSTAL SPRINGS 01162020		69.54	69.54	4100-032050-7002-	-
2/03/2020	1/16/2020	004452	CRYSTAL SPRINGS 16981294011620		33.73	33.73	4100-021060-5401-	-
2/03/2020	1/16/2020	004452	CRYSTAL SPRINGS 16981298011620		39.25	39.25	4100-013010-5401-	-
2/03/2020	1/16/2020	004452	CRYSTAL SPRINGS 16981300011620		61.28	61.28	4100-021020-5401-	-
2/03/2020	1/16/2020	004452	CRYSTAL SPRINGS 16981785011620		49.24	49.24	4100-021010-5401-	-
					253.04	253.04 *		
2/03/2020	1/14/2020	000167	CSX TRANSPORTAT 8384345		100.00	100.00	4100-043020-8001-	-
					100.00	100.00 *		
2/03/2020	1/16/2020	000172	CUMBERLAND MOUN 01162020		1,650.00	1,650.00	4100-021050-3002-	-
					1,650.00	1,650.00 *		
2/03/2020	1/16/2020	000171	CUMBERLAND PLAT 164		75,607.34	75,607.34	4100-042010-3002-	-
					75,607.34	75,607.34 *		
2/03/2020	12/04/2019	004653	DANA SAFETY SUP 315853		1,879.80	1,879.80	4100-031020-5408-	-
					1,879.80	1,879.80 *		
2/03/2020	1/16/2020	001871	DELPH KELLY MCB 01162020	10	319.07	319.07	4100-073010-5401-	-
					319.07	319.07 *		
2/03/2020	1/03/2020	000184	DEMCO 6745406	10	46.03	46.03	4100-073010-5401-	-
					46.03	46.03 *		
2/03/2020	12/12/2019	000193	DISCOUNT TIRE C 7402		90.00	90.00	4100-031020-5408-	-
2/03/2020	12/12/2019	000193	DISCOUNT TIRE C 7403		70.00	70.00	4100-031020-5408-	-
2/03/2020	1/03/2020	000193	DISCOUNT TIRE C 7492		20.00	20.00	4100-031020-5408-	-
					180.00	180.00 *		
2/03/2020	1/14/2020	000198	DOMINION OFFICE 116486		11.25	11.25	4100-012010-5401-	-
2/03/2020	1/15/2020	000198	DOMINION OFFICE 116563.		239.94	239.94	4100-012010-5401-	-
2/03/2020	1/07/2020	000198	DOMINION OFFICE 116120		11.87	11.87	4100-013020-5401-	-
2/03/2020	1/07/2020	000198	DOMINION OFFICE 116121		77.04	77.04	4100-035050-5401-	-
2/03/2020	1/14/2020	000198	DOMINION OFFICE 116489		14.24	14.24	4100-035050-5401-	-
2/03/2020	1/03/2020	000198	DOMINION OFFICE 116064		12.87	12.87	4100-031020-5401-	-

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2/03/2020	1/07/2020	000198	DOMINION OFFICE 116106		15.53	15.53	4100-031020-5401-	- -
2/03/2020	1/08/2020	000198	DOMINION OFFICE 116196		25.72	25.72	4100-031020-5401-	- -
2/03/2020	1/10/2020	000198	DOMINION OFFICE 116360		17.75	17.75	4100-031020-5401-	- -
2/03/2020	1/10/2020	000198	DOMINION OFFICE 116452		13.99	13.99	4100-031020-5401-	- -
2/03/2020	12/26/2019	000198	DOMINION OFFICE 115800		13.43	13.43	4100-022020-5401-	- -
2/03/2020	12/26/2019	000198	DOMINION OFFICE 115809		24.99	24.99	4100-012090-5401-	- -
2/03/2020	1/07/2020	000198	DOMINION OFFICE 116114		57.47	57.47	4100-012090-5401-	- -
2/03/2020	1/10/2020	000198	DOMINION OFFICE 116356		13.99	13.99	4100-012090-5401-	- -
2/03/2020	1/14/2020	000198	DOMINION OFFICE 116488		138.72	138.72	4100-021010-5401-	- -
2/03/2020	1/16/2020	000198	DOMINION OFFICE 116661		17.94	17.94	4100-032050-5401-	- -
2/03/2020	1/21/2020	000198	DOMINION OFFICE 116786		20.28	20.28	4100-021060-5401-	- -
2/03/2020	1/28/2020	000198	DOMINION OFFICE 117049		157.80	157.80	4100-042400-5414-	- -
2/03/2020	1/28/2020	000198	DOMINION OFFICE 117080		6.15	6.15	4100-012010-5401-	- -
					890.97	890.97 *		
2/03/2020	12/31/2019	003938	DRAPER ADEN ASS 2019120594		2,837.25	2,837.25	4100-042010-3090-	- -
					2,837.25	2,837.25 *		
2/03/2020	1/27/2020	003674	DYE REBECCA 01272020		162.29	162.29	4100-011010-5504-	- -
					162.29	162.29 *		
2/03/2020	3/09/2018	004323	EAGLEVIEW US413410.		28,552.50	28,552.50	4100-012100-3002-	- -
					28,552.50	28,552.50 *		
2/03/2020	1/30/2020	004655	EATON, DAVID R. MILEAGE REIMB		906.25	906.25	4100-011010-5501-	- -
					906.25	906.25 *		
2/03/2020	1/03/2020	004658	EMPIRE SALVAGE 8417		95,500.00	95,500.00	4100-094010-8027-	- -
					95,500.00	95,500.00 *		
2/03/2020	10/23/2019	001445	FISHER AUTO PAR 397-249666		39.23	39.23	4100-031020-5408-	- -
2/03/2020	10/23/2019	001445	FISHER AUTO PAR 397-249653		19.11	19.11	4100-042400-5407-	- -
2/03/2020	10/25/2019	001445	FISHER AUTO PAR 397-249726		67.74-	67.74-	4100-042400-5408-	- -
2/03/2020	7/30/2019	001445	FISHER AUTO PAR 397-247268		3.99	3.99	4100-031020-5408-	- -
2/03/2020	8/26/2019	001445	FISHER AUTO PAR 397-248050		113.58	113.58	4100-031020-5408-	- -
2/03/2020	9/23/2019	001445	FISHER AUTO PAR 397-248852		6.99	6.99	4100-042400-5408-	- -
					115.16	115.16 *		
2/03/2020	12/26/2019	000854	GALL'S, LLC 14604138		44.95	44.95	4100-031020-5409-	- -
					44.95	44.95 *		
2/03/2020	1/10/2020	004418	GILMER, ELLEN 01102020		75.00	75.00	4100-072030-3009-	- -
					75.00	75.00 *		
2/03/2020	1/21/2020	004659	GOVERNMENT FORM 0318971		105.83	105.83	4100-013010-5401-	- -
					105.83	105.83 *		
2/03/2020	1/21/2020	001862	GREAT AMERICA L 26327059		263.22	263.22	4100-012100-3006-	- -
					263.22	263.22 *		
2/03/2020	12/26/2019	000282	HAMILTON'S WREC 106798		125.00	125.00	4100-031020-5408-	- -
					125.00	125.00 *		
2/03/2020	1/17/2020	001953	HERITAGE PROPAN 3101603922		696.89	696.89	4100-043020-5102-	- -
2/03/2020	1/23/2020	001953	HERITAGE PROPAN 3101847274		433.00	433.00	4100-043020-5102-	- -
					1,129.89	1,129.89 *		
2/03/2020	12/11/2019	004627	HOLSTON MEDICAL 43040		75.00	75.00	4100-031020-5409-	- -
					75.00	75.00 *		
2/03/2020	1/10/2020	004651	HONAKER, JENNIF 01102020		60.00	60.00	4100-072030-3009-	- -
					60.00	60.00 *		
2/03/2020	1/11/2020	000314	HUFFMAN'S TIRE 01112020		219.00	219.00	4100-031020-5408-	- -
2/03/2020	12/13/2019	000314	HUFFMAN'S TIRE 12132019		210.00	210.00	4100-031020-5408-	- -
					429.00	429.00 *		
2/03/2020	1/23/2020	003866	INNOVATIVE TECH 2216		3,362.50	3,362.50	4100-012300-3002-	- -
2/03/2020	1/23/2020	003866	INNOVATIVE TECH 2219		262.50	262.50	4100-021010-5401-	- -
2/03/2020	1/23/2020	003866	INNOVATIVE TECH 2221		600.00	600.00	4100-013020-3002-	- -
2/03/2020	1/23/2020	003866	INNOVATIVE TECH 2222		75.00	75.00	4100-043020-5407-	- -

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2/03/2020	1/23/2020	003866	INNOVATIVE TECH 2227		187.50	187.50	4100-034010-5401-	- -
2/03/2020	1/23/2020	003866	INNOVATIVE TECH 2232		37.50	37.50	4100-012090-5401-	- -
2/03/2020	1/23/2020	003866	INNOVATIVE TECH 2233		37.50	37.50	4100-035010-5401-	- -
2/03/2020	1/23/2020	003866	INNOVATIVE TECH 2234		37.50	37.50	4100-072030-3001-	- -
2/03/2020	1/23/2020	003866	INNOVATIVE TECH 2236		300.00	300.00	4100-022010-5415-	- -
2/03/2020	1/23/2020	003866	INNOVATIVE TECH 2238		712.50	712.50	4100-072010-3009-	- -
2/03/2020	12/18/2019	003866	INNOVATIVE TECH 2181		600.00	600.00	4100-031020-3005-	- -
2/03/2020	1/23/2020	003866	INNOVATIVE TECH 2239		225.00	225.00	4100-031020-3005-	- -
					6,437.50	6,437.50 *		
2/03/2020	12/01/2019	004464	J.D. POWER 000755190		700.00	700.00	4100-012090-5401-	- -
					700.00	700.00 *		
2/03/2020	1/27/2020	000337	JOHNSON PEST CO 3063		458.00	458.00	4100-043020-3004-	- -
2/03/2020	1/27/2020	000337	JOHNSON PEST CO 3064		458.00	458.00	4100-043020-3004-	- -
					916.00	916.00 *		
2/03/2020	1/29/2020	003355	JONES, MICHELLE OCT-JAN 19/2020		7,720.00	7,720.00	4100-035010-5404-	- -
					7,720.00	7,720.00 *		
2/03/2020	1/17/2020	001381	KAPCO 1395297	10	137.64	137.64	4100-073010-5401-	- -
					137.64	137.64 *		
2/03/2020	1/29/2020	004635	KENNEDY'S INDUS 23073		60.00	60.00	4100-072030-5407-	- -
					60.00	60.00 *		
2/03/2020	1/07/2020	004656	LAWSON, WESLEY 3		510.00	510.00	4100-035050-7006-	- -
					510.00	510.00 *		
2/03/2020	1/23/2019	004546	LEAF 10264131	10	95.52	95.52	4100-073010-3002-	- -
					95.52	95.52 *		
2/03/2020	12/05/2019	000367	LEBANON BLOCK & 343962		48.65	48.65	4100-072020-5407-	- -
2/03/2020	12/05/2019	000367	LEBANON BLOCK & 344025		20.36	20.36	4100-043020-5407-	- -
2/03/2020	12/06/2019	000367	LEBANON BLOCK & 344144		6.30	6.30	4100-042400-5407-	- -
2/03/2020	12/10/2019	000367	LEBANON BLOCK & 344622		7.78	7.78	4100-043020-5407-	- -
2/03/2020	12/11/2019	000367	LEBANON BLOCK & 344767		199.00	199.00	4100-043020-5407-	- -
2/03/2020	12/12/2019	000367	LEBANON BLOCK & 344852		6.34	6.34	4100-043020-3004-	- -
2/03/2020	12/12/2019	000367	LEBANON BLOCK & 344913		14.82	14.82	4100-043020-3004-	- -
2/03/2020	12/12/2019	000367	LEBANON BLOCK & 344959		157.21	157.21	4100-042400-5407-	- -
2/03/2020	12/13/2019	000367	LEBANON BLOCK & 345038		229.60	229.60	4100-042400-5407-	- -
2/03/2020	12/13/2019	000367	LEBANON BLOCK & 345087		33.11	33.11	4100-043020-5407-	- -
2/03/2020	12/13/2019	000367	LEBANON BLOCK & 345093		5.82-	5.82-	4100-043020-5407-	- -
2/03/2020	12/16/2019	000367	LEBANON BLOCK & 34522		3.98	3.98	4100-043020-5407-	- -
2/03/2020	12/17/2019	000367	LEBANON BLOCK & 345444		203.69	203.69	4100-042400-5407-	- -
2/03/2020	12/17/2019	000367	LEBANON BLOCK & 345456		1.98	1.98	4100-031020-5409-	- -
2/03/2020	12/17/2019	000367	LEBANON BLOCK & 345494		138.95	138.95	4100-042400-5413-	- -
2/03/2020	12/18/2019	000367	LEBANON BLOCK & 345591		395.93	395.93	4100-042400-5413-	- -
2/03/2020	12/18/2019	000367	LEBANON BLOCK & 345650		52.44	52.44	4100-042400-5407-	- -
2/03/2020	1/10/2020	000367	LEBANON BLOCK & 348597		10.58	10.58	4100-031020-5409-	- -
2/03/2020	12/16/2019	000367	LEBANON BLOCK & 345326		17.72	17.72	4100-031020-5409-	- -
2/03/2020	1/06/2020	000367	LEBANON BLOCK & 347830		15.84	15.84	4100-031020-5409-	- -
2/03/2020	1/14/2020	000367	LEBANON BLOCK & 349105		14.39	14.39	4100-031020-5409-	- -
2/03/2020	1/21/2020	000367	LEBANON BLOCK & 350131		12.79	12.79	4100-031020-5409-	- -
2/03/2020	1/22/2020	000367	LEBANON BLOCK & 350189		27.64	27.64	4100-031020-5409-	- -
2/03/2020	1/22/2020	000367	LEBANON BLOCK & 350149		29.94	29.94	4100-043020-5407-	- -
2/03/2020	1/27/2020	000367	LEBANON BLOCK & 350777		48.70	48.70	4100-031020-5409-	- -
					1,691.92	1,691.92 *		
2/03/2020	1/18/2020	004560	LEBANON COAL YA 1819032		975.24	975.24	4100-071040-5407-	- -
					975.24	975.24 *		
2/03/2020	1/13/2020	004051	LEONARD AUTOMOT 2584		65.00	65.00	4100-031020-5408-	- -
					65.00	65.00 *		
2/03/2020	12/05/2019	004657	LINCOLN MEMORIA 12052019		105.00	105.00	4100-035010-5404-	- -
					105.00	105.00 *		

DUE DATE	INV DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
2/03/2020	12/13/2019	003312 LOOKOUT BOOKS	ARU0297586	10	83.96	83.96	4100-073010-5411-	-
					83.96	83.96 *		
2/03/2020	1/10/2020	003367 MAIL FINANCE	N8100534		251.28	251.28	4100-031020-5401-	-
					251.28	251.28 *		
2/03/2020	9/03/2019	001622 MIDAMERICA BOOK	493786	10	89.75	89.75	4100-073010-5411-	-
					89.75	89.75 *		
2/03/2020	1/13/2020	004145 MILLER, CYNTHIA	01132020		90.00	90.00	4100-072030-3009-	-
					90.00	90.00 *		
2/03/2020	1/24/2020	003238 NASH GWYN	REIMB MILEAGE		240.00	240.00	4100-011010-5501-	-
2/03/2020	9/30/2019	003238 NASH GWYN	REIMB. EDU		40.00	40.00	4100-011010-5504-	-
					280.00	280.00 *		
2/03/2020	12/16/2019	003123 O'REILLY AUTO P	1943-334560		12.99	12.99	4100-031020-5408-	-
2/03/2020	12/17/2019	003123 O'REILLY AUTO P	1943-334699		18.98	18.98	4100-031020-5408-	-
2/03/2020	12/30/2019	003123 O'REILLY AUTO P	1943-336111		9.99	9.99	4100-031020-5408-	-
2/03/2020	1/01/2020	003123 O'REILLY AUTO P	1943-336481		74.40	74.40	4100-031020-5408-	-
2/03/2020	1/13/2020	003123 O'REILLY AUTO P	1943-338042		24.46	24.46	4100-031020-5408-	-
2/03/2020	1/15/2020	003123 O'REILLY AUTO P	1943-338292		44.43	44.43	4100-031020-5408-	-
					185.25	185.25 *		
2/03/2020	11/22/2019	001745 PENWORTHY	0558217-IN	10	124.58	124.58	4100-073010-5411-	-
					124.58	124.58 *		
2/03/2020	1/23/2020	000500 PORTER VICKI	01232020		74.45	74.45	4100-011010-5504-	-
					74.45	74.45 *		
2/03/2020	2/03/2020	004661 POWERS, HEATHER	TRAVEL REIMB		65.33	65.33	4100-011010-5504-	-
					65.33	65.33 *		
2/03/2020	1/17/2020	003016 PURCHASE POWER	01172020		53.50	53.50	4100-021060-5201-	-
					53.50	53.50 *		
2/03/2020	1/23/2020	004581 RFC COMPANY	213-S100819243.		93.77	93.77	4100-043020-3004-	-
					93.77	93.77 *		
2/03/2020	1/13/2020	002812 RICOH AMERICAS	32903930		96.97	96.97	4100-034010-5401-	-
2/03/2020	1/17/2020	002812 RICOH AMERICAS	32912899		210.50	210.50	4100-012130-3005-	-
2/03/2020	1/17/2020	002812 RICOH AMERICAS	32915061		84.03	84.03	4100-035010-5401-	-
2/03/2020	1/17/2020	002812 RICOH AMERICAS	32915086		96.97	96.97	4100-034010-5401-	-
2/03/2020	1/17/2020	002812 RICOH AMERICAS	32915987		166.90	166.90	4100-022010-3005-	-
2/03/2020	1/17/2020	002812 RICOH AMERICAS	32916234		116.15	116.15	4100-032050-3005-	-
2/03/2020	1/17/2020	002812 RICOH AMERICAS	32916397		44.83	44.83	4100-022010-5415-	-
2/03/2020	1/17/2020	002812 RICOH AMERICAS	32916511		159.44	159.44	4100-032050-3005-	-
2/03/2020	1/17/2020	002812 RICOH AMERICAS	32916996		111.06	111.06	4100-013020-3005-	-
2/03/2020	1/17/2020	002812 RICOH AMERICAS	32917062		188.84	188.84	4100-031020-3005-	-
2/03/2020	1/17/2020	002812 RICOH AMERICAS	32917355		253.60	253.60	4100-012010-3005-	-
2/03/2020	1/17/2020	002812 RICOH AMERICAS	32917480		210.51	210.51	4100-021020-3005-	-
2/03/2020	2/08/2019	002812 RICOH AMERICAS	5055895317		86.47	86.47	4100-022010-5401-	-
2/03/2020	12/20/2019	002812 RICOH AMERICAS	5058380989	10	45.89	45.89	4100-073010-3002-	-
					1,872.16	1,872.16 *		
2/03/2020	12/24/2019	002332 ROWMAN & LITTLE	11332967	10	202.45	202.45	4100-073010-5411-	-
					202.45	202.45 *		
2/03/2020	2/01/2020	000663 RUSSELL COUNTY	FEB-2020	1	47,244.25	47,244.25	4100-095010-9130-	-
					47,244.25	47,244.25 *		
2/03/2020	2/03/2020	004632 RUSSELL COUNTY	02032020	1	185.60	185.60	4100-071040-5103-	-
					185.60	185.60 *		
2/03/2020	1/07/2020	000566 RUSSELL COUNTY	01072020		7.50	7.50	4100-013010-5401-	-
					7.50	7.50 *		
2/03/2020	1/09/2020	003554 S.E.P.T.I.C. IN	43672		80.60	80.60	4100-094010-7056-	-
2/03/2020	1/10/2020	003554 S.E.P.T.I.C. IN	43676		75.35	75.35	4100-094010-7056-	-
2/03/2020	12/11/2019	003554 S.E.P.T.I.C. IN	43717		100.00	100.00	4100-094010-7056-	-
					255.95	255.95 *		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/03/2020	12/31/2019	000594 SAM'S CLUB/GEGR	12312019		333.80	333.80	4100-043020-5405-	- -
2/03/2020	12/31/2019	000594 SAM'S CLUB/GEGR	12312019		11.69	11.69	4100-012010-5401-	- -
					345.49	345.49 *		
2/03/2020	1/22/2020	003380 SHENTEL	01222020		119.38	119.38	4100-035050-5413-	- -
2/03/2020	1/25/2020	003380 SHENTEL	01252020		42.20	42.20	4100-013020-5413-	- -
					161.58	161.58 *		
2/03/2020	1/15/2020	000611 SMART APPLE MED	ARU0299015	10	147.76	147.76	4100-073010-5411-	- -
					147.76	147.76 *		
2/03/2020	1/15/2020	004662 SOUTHWEST TOOL	125891		129.40	129.40	4100-043020-5407-	- -
					129.40	129.40 *		
2/03/2020	1/23/2020	004268 STANDARD PRINTI	073185		175.00	175.00	4100-021060-5401-	- -
					175.00	175.00 *		
2/03/2020	1/01/2020	004491 STRATEGIC SOLUT	3221871	10	55.00	55.00	4100-073010-3002-	- -
					55.00	55.00 *		
2/03/2020	1/27/2020	004601 THE HOME DEPOT	532680915		1,062.93	1,062.93	4100-043020-5405-	- -
					1,062.93	1,062.93 *		
2/03/2020	1/15/2020	000384 THE LIBRARY COR	2020040031	10	942.00	942.00	4100-073010-3002-	- -
2/03/2020	1/15/2020	000384 THE LIBRARY COR	2020040086	10	6,004.00	6,004.00	4100-073010-3002-	- -
					6,946.00	6,946.00 *		
2/03/2020	1/02/2020	003513 THE SHERWIN-WIL	8805-1		169.40	169.40	4100-072010-5407-	- -
					169.40	169.40 *		
2/03/2020	12/11/2019	000977 TOP LINE ADVERT	7662		110.00	110.00	4100-031020-5410-	- -
2/03/2020	12/24/2019	000977 TOP LINE ADVERT	7672		15.00	15.00	4100-031020-5410-	- -
2/03/2020	1/15/2020	000977 TOP LINE ADVERT	7681		284.00	284.00	4100-031020-5410-	- -
					409.00	409.00 *		
2/03/2020	1/22/2019	000681 TOWN OF LEBANON	01222019		10,875.00	10,875.00	4100-042010-3009-	- -
					10,875.00	10,875.00 *		
2/03/2020	1/15/2020	001223 TREASURER OF VI	20-RUSPC-0703		800.00	800.00	4100-021060-5902-	- -
					800.00	800.00 *		
2/03/2020	1/08/2020	002133 TREASURER OF VI	01082020		40.00	40.00	4100-035030-3001-	- -
					40.00	40.00 *		
2/03/2020	1/09/2020	000669 TREASURER VA TE	01092020		9,961.24	9,961.24	4100-083050-1003-	- -
2/03/2020	1/09/2020	000669 TREASURER VA TE	01092020		3,262.31	3,262.31	4100-083050-2003-	- -
					13,223.55	13,223.55 *		
2/03/2020	1/16/2020	000700 TRI CITY BUSINE	AR15531	10	191.04	191.04	4100-073010-3002-	- -
					191.04	191.04 *		
2/03/2020	12/13/2019	000706 TWO WAY RADIO I	104000274		127.00	127.00	4100-031020-7003-	- -
2/03/2020	1/01/2020	000706 TWO WAY RADIO I	80000939		65.00	65.00	4100-031020-7003-	- -
2/03/2020	1/01/2020	000706 TWO WAY RADIO I	80000940		684.00	684.00	4100-031020-7003-	- -
					876.00	876.00 *		
2/03/2020	1/12/2020	000082 VERIZON	01132020		239.46	239.46	4100-021030-5203-	- -
2/03/2020	1/12/2020	000082 VERIZON	01132020		206.22	206.22	4100-021050-5203-	- -
					445.68	445.68 *		
2/03/2020	1/12/2020	003229 VERIZON WIRELES	9846171237		3,417.39	3,417.39	4100-031020-5203-	- -
					3,417.39	3,417.39 *		
2/03/2020	1/14/2020	000730 VIRGINIA EMPLOY	01142020		986.63	986.63	4100-099000-5000-	- -
					986.63	986.63 *		
2/03/2020	1/27/2020	001469 VRAV	2020 DUES		250.00	250.00	4100-013020-5504-	- -
					250.00	250.00 *		
2/03/2020	12/18/2019	001708 WAL MART COMMUN	003572		17.19	17.19	4100-012010-5401-	- -
2/03/2020	1/10/2020	001708 WAL MART COMMUN	004155		17.11	17.11	4100-035050-5401-	- -
2/03/2020	1/09/2020	001708 WAL MART COMMUN	006891		35.87	35.87	4100-035050-5401-	- -
2/03/2020	12/18/2019	001708 WAL MART COMMUN	009883		134.91	134.91	4100-035010-5405-	- -
					205.08	205.08 *		
2/03/2020	9/04/2019	000758 WALLACE FURNITU	126787		9.95	9.95	4100-043020-5407-	- -

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/03/2020	9/23/2019	000758 WALLACE FURNITU	126884		11.99	11.99	4100-043020-5407-	- -
					21.94	21.94 *		
2/03/2020	1/16/2020	004166 WALLACE, LOU AN	01162020		339.50	339.50	4100-011010-5501-	- -
					339.50	339.50 *		
2/03/2020	1/17/2020	004278 WELLS FARGO VEN	103204454		251.13	251.13	4100-012090-5401-	- -
					251.13	251.13 *		
2/03/2020	12/05/2019	000219 XPRESS LUBE	12052019		63.89	63.89	4100-031020-5408-	- -
2/03/2020	12/09/2019	000219 XPRESS LUBE	12092019		20.99	20.99	4100-031020-5408-	- -
2/03/2020	12/09/2019	000219 XPRESS LUBE	12092019		63.89	63.89	4100-031020-5408-	- -
					148.77	148.77 *		
TOTAL FOR DUE DATE 2/03/2020					336,907.17	336,907.17		
TOTAL DUE FOR FUND- 4100					336,907.17	336,907.17		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/03/2020	6/27/2019	000195 DIXIE CANNER CO	18171		437.46	437.46	4839-083990-5407-	- -
					437.46	437.46 *		
2/03/2020	1/12/2020	000082 VERIZON	01132020		183.33	183.33	4839-083990-5203-	- -
					183.33	183.33 *		
		TOTAL FOR DUE DATE 2/03/2020			620.79	620.79		
		TOTAL DUE FOR FUND- 4839			620.79	620.79		
		NON-DIRECT DEPOSIT			337,527.96	337,527.96		
		DIRECT DEPOSIT			.00	.00		
		E-Payable Total			.00	.00		
		FINAL DUE			337,527.96	337,527.96		
						.00		





**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item  
Presenters - Attorney

**Meeting: 2/3/20**

**6:00 PM**

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## County Attorney Reports

### 1. **CPWMA Transfer Station User Agreement**

#### **Staff Recommendation:**

Board Discretion.

#### **Suggested Motion:**

Motion Required.

#### **ATTACHMENTS:**

- Various



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item D-1 – D-10  
Presenter: Administrator

**Meeting: 2/3/20 6:00 PM**

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## County Administrator Reports & Requests

The County Administrator Reports & Request for February 2020:

### REPORTS

1. U.S. Census Initial Boundary Validation Program (BVP).....D-1
2. VCCS & VDSS Joint Supportive Services.....D-2
3. 2020 Legislative Forum: 1/21/20 – 1/23/20 Richmond, Virginia.....D-3
4. Heather Powers – RC Tourism Coordinator.....D-4
5. County Registrar’s Office Computers.....D-5

### REQUESTS

1. RC Project Management Services Contract.....D-6
2. Virginia Next Generation 9-1-1 Proposal Acceptance Letter (PAL).....D-7
3. Mutual Aid Cooperation Agreement for Law Enforcement Services for Russell County and Scott County, Virginia.....D-8
4. Virginia General Assembly Resolution of Support of the “Get a Skill, Get a Job, Give Back” (G3) Initiative.....D-9
5. Travel Requests.....D-10

### **STAFFRECOMMENDATION(s):**

Board Discretion.

### **SUGGESTEDMOTION(s):**

Board Discretion.

### **ATTACHMENTS:**

- Various

**BVP-L1-1  
(10-2019)**

OMB Control No.: 0607-0151  
Expiration Date: 11-30-2021



**UNITED STATES DEPARTMENT OF COMMERCE  
U.S. Census Bureau**

Office of the Director  
Washington, DC 20233-0001 Mail Stop 7400

January 2020

Sequence: 022390-005792  
BAS ID: 25116700000

Rebecca Dye  
Chairwoman  
Board of Supervisors  
PO Box 1208  
Lebanon, VA 24266-1208

A Message from the Director, U.S. Census Bureau:

The U.S. Census Bureau is now conducting the Initial Boundary Validation Program (BVP). The Initial BVP is your opportunity, as the Highest Elected Official, to review the Census Bureau's boundary data to ensure the Census Bureau has the correct legal boundary, name, and status for your government. The Census Bureau uses this boundary information to tabulate data for the 2020 Census.

The Initial BVP package includes an Initial BVP form and paper maps, or a CD/DVD containing maps, for your government. The maps should reflect the legal boundary for your government **effective on January 1, 2020**. **Please review our depiction of your legal boundary for accuracy and return the completed Initial BVP form by March 1, 2020.** Return the completed Initial BVP form by email at <geo.bas@census.gov>, by fax (1-800-972-5652), or using the enclosed postage-paid envelope.

The Initial BVP is conducted in parallel with the 2020 Boundary and Annexation Survey (BAS). If any information is incorrect, please work with your BAS contact to submit corrections. Information for your BAS contact is printed below. If boundary updates are submitted to the BAS by March 1, 2020, you will have an additional opportunity to verify your government's boundaries prior to the final data tabulation for the 2020 Census. Changes received after March 1, 2020 will be used to correct the boundary, but we will not have sufficient time to send you an updated map before final data tabulations.

**BAS Contact Information**

Our records indicate your BAS contact is:

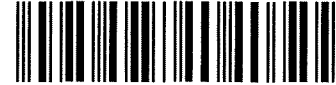
Name: Lonzo Lester  
Position: County Administrator  
Department: Administration  
Mailing Address: PO Box 1208  
Lebanon, VA 24266-1208  
Phone: 276-889-8000  
Email: lonzo.lester@russellcountyva.us

Please contact the Census Bureau with questions about the BVP or BAS through email at <geo.bas@census.gov>, by phone at 1-800-972-5651, or visit our website at <<https://www.census.gov/programs-surveys/bas/information/bvp.html>>. Thank you for your participation in the Initial BVP.

Enclosures



BAS ID: 25116700000  
Sequence: 022390-005792



## 2020 Initial Boundary Validation Program (BVP)

The U.S. Census Bureau is now conducting the Initial BVP. The Initial BVP is your opportunity, as the Tribal Chair (TC)/Highest Elected Official (HEO), to review and ensure the Census Bureau's boundary data for your government is accurate. The enclosed paper maps or maps on the CD/DVD should reflect the legal boundary for your government effective on January 1, 2020.

**Please review the maps for accuracy, then complete and return this form to the Census Bureau by March 1, 2020.** (Please check a box. Sign below if the boundary is correct.)

- The legal boundary for our government is correct.** (Please sign below.)  
 **The legal boundary for our government is NOT correct.**

I, as the Tribal Chair/Highest Elected Official, verify that the boundary for our governmental unit is correct.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tribal Reservation/Government Name:** Russell **State:** VA

If the Census Bureau's boundary is incorrect, please work with your Boundary and Annexation Survey (BAS) contact to submit corrections through the BAS program. Information for your BAS contact is found on the cover letter in this package.

Please review and correct the contact information printed below. Our records indicate the TC/HEO contact is:

Name: Rebecca Dye  
Position: Chairwoman  
Department: Board of Supervisors  
Mailing Address: PO Box 1208  
Lebanon, VA 24266-1208  
Phone: 276-889-8000  
Email: lonzo.lester@russellcountyva.us

### Form return options:

**Email:**

Scan and email the completed form to  
<[geo.bas@census.gov](mailto:geo.bas@census.gov)>.

**Fax:**

Fax the completed form to  
**1-800-972-5652**

**Mail:**

Use the provided postage-paid envelope to mail the completed form to

**U.S. Census Bureau  
National Processing Center  
Attn: BVP Returns, Bldg. 63E  
1201 East 10th Street  
Jeffersonville, IN 47132**

We estimate that completing this program will take a total of 2 hours on average. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to <geo.bas@census.gov>. This collection has been approved by the Office of Management and Budget (OMB). The eight digit OMB approval number that appears at the upper left of the letter confirms this approval. If this number were not displayed, we could not conduct this survey. The Census Bureau conducts this program under the legal authority of the Title 13 U.S. Code, Section 6.



# Boundary and Annexation Survey (BAS)

## BAS Overview

Every year, the U.S. Census Bureau conducts the BAS to collect information about selected legally defined geographic areas. The BAS provides tribal, state, and local governments an opportunity to review the Census Bureau's boundary data to ensure the Census Bureau has the correct legal boundary, name, and status information.

During the BAS, governments can report legal boundary changes, such as incorporations, disincorporations, annexations, and deannexations. Governments can also update boundaries, features, and landmarks for:

- Cities, towns, boroughs, and villages (incorporated places).
- Townships and towns (minor civil divisions).
- Counties (or county equivalents).
- Consolidated cities.
- Roads and other applicable features.



## Benefits of BAS Participation

The Census Bureau uses legal boundaries collected through the BAS to tabulate data for the decennial census.

Responding to the BAS ensures that tribal, state, and local governments have the most accurate boundary data available for the tabulation of decennial census housing and population counts. This data is the base for ongoing programs such as the American Community Survey and Population Estimates Program. Government agencies and other groups use this tabulated data to allocate more than \$675 billion in federal funding to communities across the country. Legal boundary data is also made publicly available and is used by federal agencies, researchers, and the public. Participation in the BAS ensures that governments receive the funds for which they are entitled and have the best data available for decision-making processes.

## Accurate boundary records directly affect the quality of life in your community.

Accurate boundaries allow us to count your community's residents accurately.

Your participation in the BAS helps the Census Bureau continue to produce accurate data, which directly affects the quality of life in your community.



An accurate count helps the federal government allocate more than \$675 billion in federal funds annually for programs and services—including education, housing, health care services for the elderly, job training, transportation, and more.



Find BAS information and materials online at [www.census.gov/programs-surveys/bas.html](http://www.census.gov/programs-surveys/bas.html).

Complete the Annual Response Form at [www.census.gov/geo/partnerships/bas/bas\\_ar\\_form.html](http://www.census.gov/geo/partnerships/bas/bas_ar_form.html).

Contact us at [geo.bas@census.gov](mailto:geo.bas@census.gov) or 1-800-972-5651.





## The Boundary Validation Program (BVP) and Its Relation to the BAS

The Census Bureau is conducting the BVP in parallel with the 2020 BAS. For the BVP, highest elected officials (HEOs) are asked to review and confirm their government's boundary, legal name, and status information. The HEOs are instructed to work with their BAS contact to report any corrections through the 2020 BAS. Visit [www.census.gov/programs-surveys/bas/information/bvp.html](http://www.census.gov/programs-surveys/bas/information/bvp.html) for more information on the BVP.

### Responding to the BAS is easy.

The Census Bureau provides multiple free, user-friendly methods for the BAS contact to report boundary corrections through participation in the BAS.

#### **Paper option**

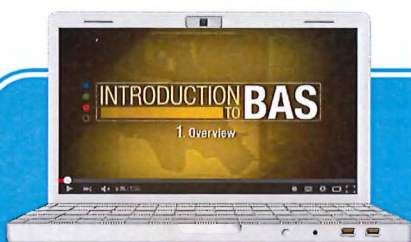
Participants can request free paper maps and annotation materials from the BAS Web site.

#### **Basic digital option**

The Geographic Update Partnership Software (GUPS) is a free, customized Geographic Information Systems (GIS) tool. It was specifically developed for people who do not have geographic training or are not experienced GIS users.

#### **Advanced digital option**

Experienced GIS users have the opportunity to download shapefiles from the BAS Web site and make updates using their own GIS software (e.g., ArcGIS).



To make responding to the BAS as easy as possible, we've created a YouTube channel with videos to walk you through the survey.

Visit [www.census.gov/programs-surveys/bas/library/videos.html](http://www.census.gov/programs-surveys/bas/library/videos.html).

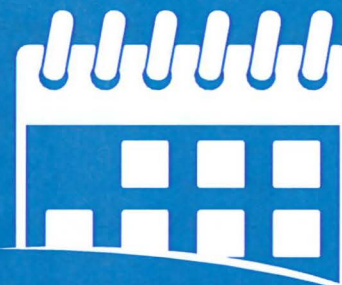
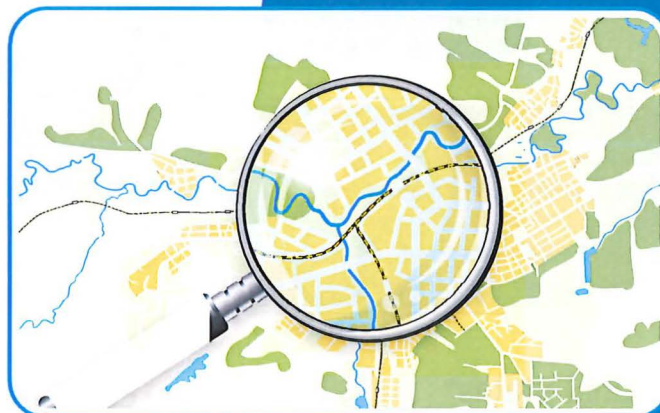
To see the existing boundaries that the Census Bureau has on file for your community, visit our online map application. TIGERweb is available at [https://tigerweb.geo.census.gov/tigerwebmain/TIGERweb\\_main.html](https://tigerweb.geo.census.gov/tigerwebmain/TIGERweb_main.html).



### Will the Census Bureau contact my government for the BAS program?

The Census Bureau will send the BAS Annual Response e-mail to key contacts for each government every year. This includes:

- The government's HEO, such as the mayor or county executive.
- A GIS staff, planner, clerk, or other contact.
- Relevant state-level official.



### BAS Schedule

#### **January 2020**

The Census Bureau e-mails annual response information to BAS contacts with instructions on how to participate in the survey.

#### **January 1, 2020**

Legal boundary updates must be legally in effect on or before this date to be included in the 2020 Census.

#### **March 1, 2020**

Boundary updates returned by this date will be reflected in the 2020 Census, in Final BVP materials, and in next year's BAS materials.

#### **May 31, 2020**

Boundary updates returned by this date will be reflected in the 2020 Census and in next year's BAS materials.



# Boundary Validation Program

## What is the 2020 Boundary Validation Program (BVP)?

The BVP provides Tribal Chairs (TCs) and Highest Elected Officials (HEOs) of eligible tribal, state, and local governments a final opportunity to ensure the U.S. Census Bureau has the correct legal boundary, name, and status for their government. The Census Bureau will use this information to tabulate data for the 2020 Census.



## The BVP validates the creation, dissolution, and changes in boundaries for:

- All federally recognized tribes with reservations and/or off-reservation trust land.
- All actively functioning counties or county equivalents.
- Incorporated places (including consolidated cities).
- All functioning minor civil divisions.
- Municipios, barrios, barrio-pueblos and subbarrios in Puerto Rico.

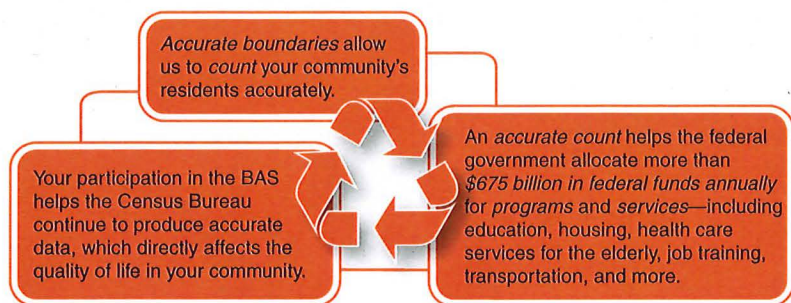
## How does the BVP relate to Boundary and Annexation Survey (BAS)?

The BVP is conducted every (10) years to provide TCs and HEOs the opportunity to review the boundary data collected during the BAS. The program is administered in two phases (Initial BVP and Final BVP) and runs in parallel with the 2020 BAS. TCs and HEOs will receive BVP materials approximately (2) weeks after the BAS contact receives the 2020 BAS annual response e-mail or letter. This provides TCs and HEOs an opportunity to review their legal boundary to verify or provide corrections prior to the 2020 Census. If boundary corrections are required, TCs and HEOs are instructed to work with their BAS contact to provide updates through the 2020 BAS.

## How does the BVP benefit you?

The U.S. Census Bureau uses legal boundaries collected through the BAS to tabulate data for the 2020 Census.

Responding to the BVP ensures that tribal, state, and local governments have the most accurate boundary data available for the tabulation of the 2020 Census housing and population counts. This data is the base for ongoing programs such as the American Community Survey and Population Estimates Program. Government agencies and other groups use this tabulated data to allocate \$675 billion of government funds to communities across the country. Legal boundary data is also made publicly available and is used by federal agencies, researchers, and the public.



## What is the Boundary and Annexation Survey (BAS)?

Every year, the Census Bureau conducts the BAS to collect information about selected legally defined geographic areas. The BAS invites governments to report official name changes, (dis) incorporations, and (de) annexations. Governments can also update boundaries, features, and landmarks for:

- Federally recognized tribes with reservations or off-reservation trust lands.
- Cities, towns, boroughs, and villages (incorporated places).
- Townships and towns (minor civil divisions).
- Counties (or county equivalents).
- Consolidated cities.
- Roads and other applicable features.

## Contact Information

### E-mail Address:

geo.bas@census.gov

Phone Number: 1-800-972-5651

### Web site:

<https://www.census.gov/programs-surveys/bas/information/bvp.html>



## How to participate?

The BVP is conducted in two phases, Initial BVP and Final BVP. During each of these phases, TCs and HEOs are instructed to work with their BAS contact to review and update their government's boundary, name, and status information. TCs and HEOs do not need to register to participate in BVP. The materials will be provided automatically.

### Initial BVP

The Initial BVP materials include an Initial BVP letter, form, and paper maps or a CD/DVD containing PDF maps. The maps should reflect the legal boundary for the government effective on January 1, 2020. TCs and HEOs are instructed to review the Census Bureau's depiction of the legal boundary for accuracy and to return the completed Initial BVP form by March 1, 2020.

If the information is correct, no further action is required.

If any information is incorrect, TCs and HEOs should work with their BAS contact to submit corrections through the 2020 BAS. If boundary updates are submitted to the BAS by March 1, 2020, TCs and HEOs will have an additional opportunity to verify their government's boundary prior to final data tabulation for the 2020 Census. Changes received after March 1, 2020 will be used to correct the boundary, but there will not be sufficient time to send updated maps before final data tabulations for the 2020 Census.

### Final BVP

The Final BVP provides an opportunity for TCs and HEOs to review recent boundary updates provided through the 2020 BAS. Only governments that reported corrections to the 2020 BAS on or before March 1, 2020 will receive Final BVP materials. The Final BVP materials include a Final BVP letter, form, and a paper map or map index sheet. The maps should reflect the legal boundary for the government effective on January 1, 2020. TCs and HEOs are instructed to review the Census Bureau's depiction of the legal boundary for accuracy and to return the completed Final BVP within five (5) business days.

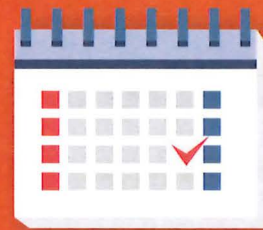
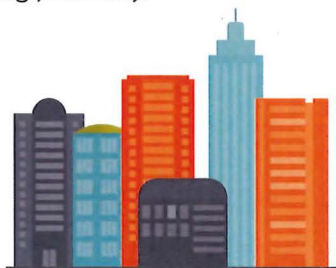
If the boundary is correct, no further action is required.

If any information is incorrect, TCs and HEOs should work with their BAS contact to submit corrections, within five (5) business days of receipt of materials.

## Responding with boundary updates is easy.

The Census Bureau provides multiple free, user-friendly methods for the BAS contact to report boundary corrections through participation in BAS.

- Paper option: Participants can request free paper maps and annotation materials from the BAS Web site.
- Basic digital option: The Geographic Update Partnership Software (GUPS) is a free, customized Geographic Information Systems (GIS) tool. It was specifically developed for people who do not have geographic training or are not experienced GIS users. Please note that the GUPS option will not be available to report boundary updates during the Final BVP phase.
- Advanced digital option: Experienced GIS users have the opportunity to download shapefiles from the BAS Web site and make updates using their own GIS software (e.g., ArcGIS).



## Schedule

- January 1, 2020—Legal boundary updates must be in effect on or before this date to be included in the 2020 Census.
- January 2020—BAS and Initial BVP materials will be mailed.
- March 1, 2020—Boundary updates submitted by this date will receive Final BVP materials to provide governments an opportunity to confirm that the correct legal boundary is used for 2020 Census data tabulations.
- May 31, 2020—Boundary updates sent by this date will be reflected in the 2020 Census.
- June 2020—Final BVP materials will be mailed. Participants have until July 2020 to respond with updates or approval of the legal boundaries.



ReadMe

Boundary Validation Program: ReadMe\_BoundaryValidationProgram.txt

U.S. Census Bureau  
Geography Division

The Initial Boundary Validation Program (BVP) provides the Tribal Chair/Highest Elected Official an opportunity to review the Census Bureau's boundary data to ensure it is accurate prior to the tabulation of data for the 2020 Census.

This Compact Disc/Digital Versatile Disc (CD/DVD) contains the maps for your government. The maps should reflect the legal boundary for your government effective on January 1, 2020. Please review our depiction of your legal boundary for accuracy using the provided maps and return the Initial BVP form found in your Initial BVP package.

If the boundary is NOT correct, please work with your Boundary and Annexation Survey (BAS) contact to submit updates through the 2020 BAS.

The contact information for your government's BAS contact is printed on the cover letter of the Initial BVP package.

The map files on this disc are in Adobe's Portable Document Format (PDF) and are designed to be viewed with Adobe Reader (version 6 or later).

Adobe Reader is available free from Adobe at: <https://acrobat.adobe.com/us/en/acrobat/pdf-reader.html>.

WHAT MATERIALS ARE INCLUDED ON THE CD/DVD?

The materials you receive on the CD/DVD are outlined below:

1. Boundary and Annexation Survey (BAS) PDF maps.
2. Readme\_BoundaryValidationProgram.txt file.
3. BVP Flyer.

Tip for reviewing your government boundary:

Compare the boundary from the BAS PDF maps to a local boundary data source for your government. Local boundary sources may include:

1. Local plat maps.
2. Local boundary digital data such as shapefiles or online map viewers.

You can find additional information about the BVP and BAS at our website:  
<<https://www.census.gov/programs-surveys/bas/information/bvp.html>>

We encourage you to contact the Census Bureau with any questions about the Initial BVP.

Phone: 1-800-972-5651

Email: <[geo.bas@census.gov](mailto:geo.bas@census.gov)>

Website: <<https://www.census.gov/programs-surveys/bas/information/bvp.html>>

Boundary Validation Program File: ReadMe\_BoundaryValidationProgram.txt

## Redistricting Constraints

### Districts

New Magisterial District lines in Russell County must divide the County's population into equal proportions of the population. The County's total population is 28,897.

Assuming the County maintains five Magisterial Districts, the ideal District size is 5780 (28,897 divided by five).

The Magisterial Districts must be within + or – 5% of the ideal size.

    Ideal: 28,897 (5 Districts)

        Upper range limit (+5%): 6,069

        Lower range limit (-5%): 5,491

### Precincts

Precincts are measured by registered voters, not by population. Precincts make up a magisterial District, and must be wholly contained within one District.

The minimum size for a precinct is 100 registered voters.

The maximum size for a precinct is 5,000 registered voters.

### Criteria

Election district population shall be "as nearly equal as practicable."

Election district populations shall not exceed five percent less or five percent more than the ideal district population.

Election districts shall be compact and contiguous, with due regard to natural features and accessibility of voting places.

Election district boundaries shall follow clearly observable boundaries.

Election district boundaries shall be politically fair.

Election district boundaries shall preserve communities of interest, to the maximum extent possible.

Election district boundaries shall recognize incumbency, to the maximum extent permissible under law and consistent with the other criteria.



## Russell County 2011 Redistricting

	2010	2000	Difference	Notes
Total Population	28,897	29,258	-361	(Year 2000 Census Error Correction )
Active Voters	17,882	17,518	364	

	Population	Deviation from Mean of 5780	Percentage of Deviation
District 1	6,345	565	9.78%
District 2	5,522	-258	-4.46%
District 3	4,956	-824	-14.26%
District 4	5,544	-236	-4.08%
District 5	6,530	750	12.98%
Total Population	28,897		

Precinct	Population	Precinct	Population
Moccasin	2,349	East Lebanon	2,926
Copper Creek	1,830	West Lebanon	3,604
South Castlewood	2,166		
North Castlewood	2,957		
Dante	1,013		
Cleveland	1,552		
Cooks Mill	683		
Daughterty	219		
Honaker	4,054		
Drill	327		
Swords Creek	2,793		
Elk Garden	2,424		



# 2020 Census Participant Statistical Areas Program (PSAP) Quick Reference: Census Tracts

Census tracts are relatively permanent geographic divisions of a county or county equivalent. The purpose of the census tract is to provide a set of nationally consistent, relatively small statistical units, with stable boundaries, that facilitate analysis of data across time. The U.S. Census Bureau prioritizes the comparability of census tracts from decade to decade. Therefore, we request that you do not change the outer boundaries of any census tracts when making census tract updates, unless it is a correction due to boundary or feature inaccuracy. The Census Bureau uses census tracts in the tabulation and presentation of data from the decennial census and the American Community Survey (ACS).

Census Bureau criteria specify that census tracts must:

- Nest within county boundaries.
- Cover the entire land and water area of the county.
- Be reasonably compact and contiguous.
- Meet the population/housing unit thresholds as specified in Table 1. For counties that have fewer than 1,200 residents, the Census Bureau will define one census tract that encompasses the entirety of the county.
- Have census tract codes ranging from 1 to 9989 that must be unique within each county. Special use tract codes must range from 9800 to 9899. The acceptable range of census tract suffixes for split census tracts is from .01 to .98.

Census Bureau guidelines recommend that census tracts:

- Have boundaries that follow visible features (e.g., roads, rivers) or other acceptable features (e.g., tribal reservation, tribal subdivision, incorporated place, and minor civil division boundaries).
- Be merged when census tracts are below the minimum population (1,200) or housing unit (480) count with adjacent census tracts. Participants should split any census tracts above maximum population (8,000) or housing unit (3,200) counts into multiple census tracts. When revising tracts, participants should aim to meet or exceed the optimum population (4,000) or housing unit (1,600) thresholds to increase the reliability of sample data for census tracts.

**Table 1: Census Tract Thresholds**

Census Tract Type	Threshold Type	Optimum	Minimum	Maximum
<b>Standard Census Tracts</b>	Population	4,000	1,200	8,000
	Housing Unit	1,600	480	3,200
<b>Special Use Census Tracts</b> <small>(Encompassing an employment center, large airport, park, forest, or large water body with no (or very little) population or housing units)</small>	Area measurement	At least comparable in size to surrounding census tracts		
	Employment	Suggested minimum of 1,200 workers or jobs		

**Refer to the Respondent Guide for complete instructions.**



## 2020 Census Participant Statistical Areas Program (PSAP) Quick Reference: Block Groups

A block group is a statistical geographic subdivision of a census tract. Local participants are provided an opportunity to review and if necessary, suggest updates to the boundaries and attributes of the block groups in their geographic area through the 2020 Census PSAP. The U.S. Census Bureau uses block groups in the tabulation and presentation of data from the decennial census and the American Community Survey (ACS).

Census Bureau criteria specify that standard block groups must:

- Nest within census tract boundaries.
- Cover the entire land and water area of each census tract.
- Be reasonably compact and contiguous.
- Meet the population and/or housing unit thresholds as specified in Table 1. For counties that have fewer than 1,200 residents, the Census Bureau will define one census tract and one block group that encompasses the entirety of the county.
- Have no more than nine block groups (excluding water blocks) contained within a single census tract.
- Have a unique code, between 0 and 10, within each census tract. To identify each standard block group, a single-digit code is used that will correspond to the first digit in the code of each block encompassed by the block group (e.g., all blocks within block group 3 will be numbered in the 3000 range). A zero is to be used to denote a water-only block group.

Census Bureau guidelines recommend that standard block groups:

- Have boundaries that follow visible features (e.g., roads, rivers) or other acceptable features (e.g., incorporated place, minor civil division, and American Indian reservation boundaries).
- Be delineated as a special use block group if coextensive with a special use census tract, encompassing an employment center, large airport, public park, public forest, or large water body with no (or very little) population or housing units.

**Table 1: Block Group Thresholds**

<b>Block Group Type</b>	<b>Population Threshold</b>	<b>Housing Unit Threshold</b>	<b>Area Measurement Threshold</b>
<b>Standard Block Groups</b>	Min.: 600	Min.: 240	None
	Max.: 3,000	Max.: 1,200	None
<b>Special Use Block Groups</b>	None (or very little) or within the standard block group thresholds	None (or very little) or within the standard block group thresholds	At least comparable in land area size to surrounding block groups

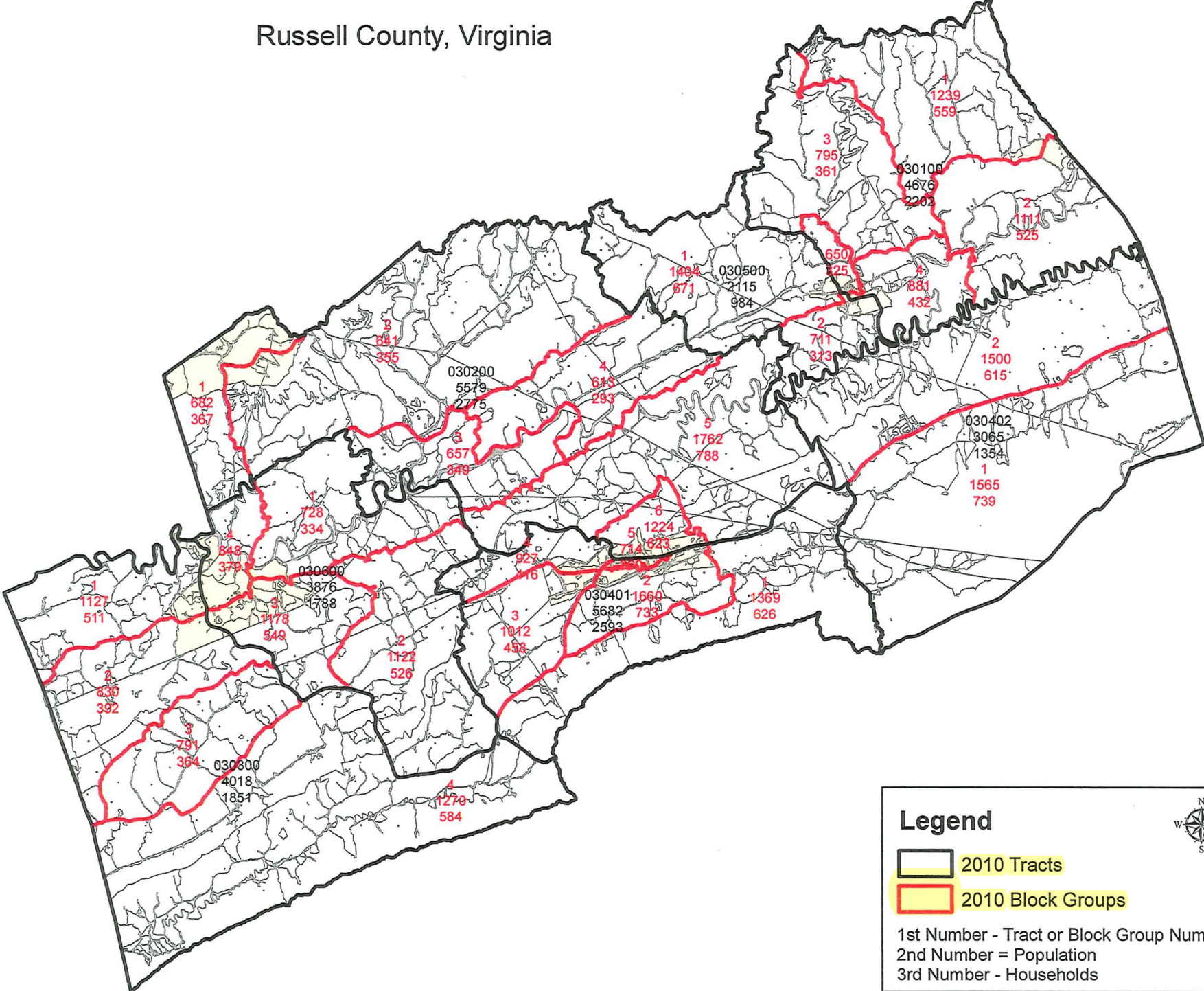
***Refer to the Respondent Guide for complete instructions.***







# Russell County, Virginia



**Legend**

- 2010 Tracts
- 2010 Block Groups

1st Number - Tract or Block Group Number  
 2nd Number = Population  
 3rd Number - Households





Russell

STATEFP	COUNTYFP	TRACTCE	BLKGRPCE	BLKGRPID	BGTYP
51	167	030201	1	511670302011	
51	167	030201	2	511670302012	
51	167	030201	3	511670302013	
51	167	030201	4	511670302014	
51	167	030202	1	511670302021	
51	167	030202	2	511670302022	
51	167	030403	1	511670304031	
51	167	030403	2	511670304032	
51	167	030403	3	511670304033	
51	167	030403	4	511670304034	
51	167	030404	1	511670304041	
51	167	030404	2	511670304042	

Russell

STATEFP	COUNTYFP	TRACTCE	TRACTTYP
51	167	030201	
51	167	030202	
51	167	030403	
51	167	030404	

January 27, 2020

MEMORANDUM

TO: Presidents

FROM: Sharon Morrissey, Senior Vice Chancellor for Academic & Workforce Programs  
Randall Stamper, Assistant Vice Chancellor for Grants and Federal Programs

Subject: SNAP Education & Training Program Implementation

As you know, VCCS signed an agreement with the Virginia Department of Social Services establishing a partnership with them for the SNAP Education and Training Program. Under this program, we will be able to draw down federal matching funds based on our non-federal expenditures in support of SNAP recipients who are enrolled at your colleges. The program will match 50% of the total non-federal expenditures for education and training, career coaching, scholarships, and support services.

The agreement is in place from February 1, 2020, through September 30, 2020, and there are five one-year extensions available. While there are many details to be worked out, we want to provide you an overview of where we stand now. At the request of the U.S. Department of Agriculture, which administers the funding, the initial eight months of the program will focus on matching non-federal expenditures related to FastForward programs, FANTIC, FastForward career coaching, and Great Expectations coaching. System office staff will conduct data matching with the VDSS to identify which students participating in those programs were also on SNAP at the time of their participation. In our application to VDSS, we estimated a \$1.7 million match in the first eight months.

VCCS will request matching funds from VDSS on a quarterly basis, and we look forward to talking with you at the upcoming ACOP meeting as we develop a methodology to distribute those funds to your colleges. We will also discuss ways to use these funds to support student success initiatives, such as coaching, tutoring, emergency funding, and other related services.

In addition, we want to help other eligible students receive SNAP benefits. We will work with staff at VDSS to provide training and support to coaches, advisors, and others at your colleges who can help students who are eligible for SNAP benefits to become enrolled. More information on training will be coming soon. Any non-federal funds that are used to support additional students who are receiving SNAP benefits may be reported back to USDA for 50% matching funds.

We appreciate your support and excitement as we begin to implement this program. We will need your help both in the initial 8-month startup phase and as we grow the program in years to come. We look forward to working with you to make the most of this opportunity.

C: Glenn DuBois, Chancellor



January 23, 2020

Dear VCCS Presidents and DSS Directors,

We write you today to announce a new chapter in collaboration between Virginia's community colleges and social service offices. Recent research found that 45 percent of community college students experience some degree of food insecurity. Many report struggling in classes because of pervasive hunger. Food insecurity is a leading barrier to student success at community colleges. Further, half of college students in Virginia, including those in community colleges, qualified for SNAP, but only 3.8% of them used SNAP benefits in 2015-2016. There are 700,418 SNAP participants in Virginia – making up a large part of the ALICE population who work hard and earn more than the Federal Poverty Level, but less than the basic cost of living.

The Virginia Community College System (VCCS) and the Virginia Department of Social Services (VDSS) are committed to advancing student success by closing the gap between need and available services for students in Virginia's community colleges. Accordingly, our agencies must work together to combine supportive services with training, credentials, and jobs for TANF and SNAP recipients.

The growing partnership our agencies have built over the past few years now includes an agreement establishing VCCS as a SNAP 50-50 education and training provider. This is an extraordinary opportunity to strengthen collaboration between community colleges and local DSS offices. By aligning our services, we can ensure students who are ALICE stay on the path to success and receive the training and credentials they need to gain higher paying jobs.

The first step is to connect local DSS offices with community college staff. Attached you will find the contact information for DSS locations and staff in each community college region, along with the names and contact information for each college president. We encourage you to reach out to one another and explore how you can work more closely together.

Please direct questions to Jim André at VCCS at [jandre@vccs.edu](mailto:jandre@vccs.edu) or (804) 819-4781 or Julie Jacobs, at Virginia Department of Social Services at [julie.jacobs@dss.virginia.gov](mailto:julie.jacobs@dss.virginia.gov) or (804) 887-7151.

We hope you will join us in our commitment to strengthening the partnership between the VCCS and DSS.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn DuBois".

Glenn DuBois, Chancellor  
Virginia Community College System

A handwritten signature in black ink, appearing to read "Duke Storen".

Duke Storen, Commissioner  
Virginia Department of Social Services

# Russell County Virginia

“The Heart of Southwest Virginia”

Oris Christian  
At-Large

Tim Lovelace  
District 1

Lou Ann Wallace  
District 2

Rebecca Dye, Chairperson  
District 6

Steve Breeding, Vice-Chairman  
District 5

Carl Rhea  
District 3

David Eaton  
District 4

Lonzo Lester  
County Administrator

## **PUBLIC NOTICE**

### **Russell County Board of Supervisors January 2020 Regular Board Meeting Reconvened**

The Russell County Board of Supervisors will be reconvening the **January 13, 2020** board meeting until **January 21, 2020**.

The Russell County Board of Supervisors Board Meeting will be held in the Richmond Virginia to attend and participate in Virginia's 2020 Legislative Forum from January 21, 2020 to January 23, 2020 concerning upcoming legislative matters of the County.

**BY ORDER OF THE  
RUSSELL COUNTY BOARD OF SUPERVISORS**





## **RUSSELL COUNTY, VIRGINIA REQUEST FOR PROPOSALS (RFP) PROJECT MANAGEMENT SERVICES**

Russell County, Virginia will accept proposals **until Thursday, November 20, 2019 at 2:00 p.m.**, from qualified firms ("Offerors") to provide professional services for the provision of **Project Management Services**.

To Provide Project Management Services for all phases of construction and construction related projects under the Public Private Education Facilities Infrastructure Act (PPEA).

Russell County intends to select one firm to provide these services using the competitive negotiation procedure for professional services as defined in Section 2.2-4301 of the Virginia Public Procurement Act.

Full copies of the Request for Proposals (RFP) may be requested by contacting Mr. Lonzo Lester, County Administrator, at (276) 889-8000, or by email at [lonzo.lester@russellcountyva.us](mailto:lonzo.lester@russellcountyva.us).



**RUSSELL COUNTY, VIRGINIA**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**THE PROVISION OF**

**PROJECT MANAGEMENT SERVICES**

**PREPARED BY:**

**RUSSELL COUNTY BOARD OF SUPERVISORS**

**PROPOSAL ISSUING DATE: OCTOBER 24, 2019**

**PROPOSAL CLOSING DATE: 2:00 P.M., NOVEMBER 20, 2019**

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Russell County will accept sealed proposals until, but no later than 2:00 p.m., November 20, 2019 for the provision of Project Management Services.

## **1.0 PURPOSE**

It is Russell County's desire to establish a term contract with a qualified project management/construction management firm/firms on an hourly rate basis.

## **2.0 SCOPE OF SERVICES**

The successful proposer may be requested to provide any combination of services listed below.

**2.1** Provide Project Management Services for all phases of construction and construction related projects under the Public Private Education Facilities Infrastructure Act (PPEA) and local promulgated guidelines, including:

- A. Evaluation of the most advantageous procurement method to be used for specific, proposed construction projects.
- B. Evaluation of unsolicited bids or proposals.
- C. Presentations to relevant committees and boards.
- D. Development of project requests for bids or proposals.
- E. Evaluation of proposals for proposed construction projects.
- F. Coordination with County staff and committees for complete construction management services.

**2.2** Provide Project Management services for Design-Build Construction projects in compliance with the Virginia Public Procurement Act.

**2.3** Project management services for other type projects that may include the following as requested by the County;

- A. Provide preliminary services to develop the concept and scope of work for a construction or development related project.
- B. Provide general oversight, monitor, and inspect critical construction activities for project construction.
- C. Provide quality control and ensure that the project meets the technical specifications as prescribed by the project manual.

- D. Serve as a member of the construction team consisting of representatives from the owner, architect/engineer, and contractor.
- E. Set up project records management system, maintain reports of the construction activity and monitor project schedules.
- F. Review and provide recommendations to the owner for monthly progress payments/change orders and monitor the financial health of the project.
- G. Review shop drawings monitor Request for Information (RFI), and track submittal approval process.
- H. Provide timely responses to in the field engineering/construction issues that may arise.
- I. Represent the County in resolving questions with the architect, the contractor, and subcontractors about the project such as RFI's, potential change orders, submittals, shop drawing approvals, and architectural/engineering addendums.
- J. Insures third party testing of construction materials and building code compliance.
- K. Maintain activities log that would summarize the daily activities of the construction progress and track milestones and deliverables.
- L. Regularly monitors of "As Built" record drawings and changes to the original set of architectural drawings.
- M. Secure & review O&M manuals for submission to the owner at completion of project and insure adequate training of maintenance staff.
- N. Prepare final punch list inspection reports and coordinate the final acceptance of the project with the owner and architect.
- O. When required, lead negotiations in coordination with Owners Construction Management Representative, construction inspector and architect with the contractor regarding potential change orders or other changes in the scope of work.
- P. Identify, resolve issues, and conflicts within the project team

- 2.4** Other duties as may be required by the owner that require the same skills to provide the services as listed above on the management of another activity as determined by the County.

- A. Provide services to work with outside agencies or other government entities to negotiate contracts or obtain permits.
- B. Assist with start-up of or manage special projects as needed.
- C. Manage operations of units within the local government for a limited time until permanent arrangement can be made.
- D. Serve as the County's agent/representative in negotiations with both public and private entities in the acquisition of properties, leases, and agreements necessary for the completion of County sponsored projects.

**2.5** The County desires to establish a contract for an hourly rate with the successful proposer. It is anticipated that the hourly rate would become the basis for establishing fixed or not to exceed price agreements for identified projects, whose scope can be generally defined.

**2.6** The County anticipates that services of the successful proposer would be utilized for any projects as determined in the final authorized scope of work; however, it retains the option of seeking competitive arrangements for any such project or phase thereof.

**2.7** It is anticipated that price agreements for specific projects would include all costs of labor, services, office expenses, phone calls and local travel. Costs for extended travel, printing and advertising may be negotiated separately.

### **3.0 CONTACT PERSON(S)**

Questions regarding this Request for Proposals should be directed to:

Lonzo Lester  
Russell County  
137 Highlands Drive  
P.O. Box 1208  
Lebanon, VA 24266  
Phone: 276-889-8000  
E-mail: lonzo.lester@russellcountyva.us

### **4.0 PROPOSAL ISSUING AND CLOSING**

**4.1** Proposal Issuing Date: October 24, 2019

**4.2** Proposal Closing Date: 2:00 PM, November 20, 2019

## **5.0 PROPOSAL SUBMISSION**

- 5.1** Three (3) copies of each proposal must be submitted to the Russell County Administrator's Office, 137 Highland Drive, P.O. Box 1208, Lebanon, Virginia 24266, in a sealed envelope and marked: **SEALED REQUEST FOR PROPOSAL (RFP-002), DO NOT OPEN**. Proposals must be submitted no later than 2:00 PM, November 20, 2019.
- 5.2** No proposals will be accepted after the proposal closing date. The date of postmark will not be considered.
- 5.3** Proposals may be withdrawn by written request from the proposer to the County Administrator prior to the proposal closing date.
- 5.4** All proposals must be signed by an individual authorized to bind the proposer company.
- 5.5** All proposals become the property of Russell County.

## **6.0 GENERAL CONDITIONS**

- 6.1** It is the responsibility of the proposer to inquire about and clarify any requirements of this Request for Proposals that is not understood.
- 6.2** Any information relative to interpretation of these specifications shall be requested in writing to the Russell County Administrator within five (5) working days of the date set for the opening of proposals.
- 6.3** No protest regarding the validity or appropriateness of the specifications will be considered, unless the protest is filed in writing with the County Purchasing Agent prior to the closing date for proposals.
- 6.4** Each proposal is received with the understanding that the acceptance in writing by Russell County of the offeror to furnish any or all of the services described therein shall constitute a binding agreement which shall bind the proposer to furnish and/or deliver the services quoted at the price stated and in accordance with all conditions of said accepted proposal. Russell County, on its part is to order from successful proposer, except for causes beyond reasonable control, and pay for at the agreed prices goods and services specified and delivered.
- 6.5** Russell County reserves the right to reject any and/or all proposals received.
- 6.6** Termination for Convenience

This Agreement may be terminated by Russell County upon not less than thirty days' written notice to the contractor for the County's Convenience and without

cause. In the event of such termination, the Contractor shall be compensated for authorized services performed prior to termination.

- 6.7** Prospective proposers acknowledge, by submission of a proposal, they have had the opportunity prior to submitting their proposal, to raise any questions which they might have had about the solicitation.
- 6.8** The successful proposer will be required to provide evidence of an applicable current business license.
- 6.9** The Contractor shall provide a drug-free workplace for Contractor's employees. Contractor shall post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace. Contractor shall include these provisions in every subcontract or purchase order of over \$10,000 so that these requirements are binding upon each subcontractor or vendor.

(Virginia Code §2.2-4312)

- 6.10** During the performance of this Agreement, the Contractor agrees as follows:
  - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.



(Virginia Code §2.2-4311)

- 6.11** The Contractor does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

(Virginia Code §2.2-4311.1)

- 6.12** If the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, he shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this Agreement.

**6.13** PAYMENT CLAUSES

- A. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to him by the County for work performed by a subcontractor under the Agreement:
1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Agreement; or
  2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for nonpayment.
- B. The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Agreement, except for amounts withheld as allowed in subsection A.
- C. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent per month.
- D. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- E. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the state agency or agency of local government. No modification to this Agreement shall be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- F. The Contractor shall provide to the County (i) his social security number if an individual, or (ii) the federal employer identification number if a proprietorship, partnership, or corporation.

(Virginia Code §2.2-4354)

- 6.14** The Contractor shall indemnify and hold harmless County and its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney' s fees, resulting from or arising out of Contractor's or its agent's or subcontractor's negligent activities or omissions on or near any of the County's property or easements, or arising out of or resulting from Contractor's negligence in providing any of the services under this Agreement, including, without limitation, fines and penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type.
- 6.15** No payment, final or otherwise, nor partial or entire use or acceptance of Contractor's work by the County shall constitute acceptance of any professional services not in accordance with the Agreement, nor shall the same relieve the Contractor of any responsibility for any errors or omissions in connection with the Project or operate to release the Contractor from any obligation under the Agreement.
- 6.16** The Contractor shall comply with all applicable federal, state, and local laws, codes and regulations currently in force or subsequently adopted, including terms and provisions of all Russell County Ordinances.
- 6.17** The claims procedure established pursuant to Virginia Code §2.2-4363 shall apply to any contractual disputes arising under this Agreement.
- 6.18** In the event that any provision of this Agreement is adjudged or decreed to be invalid , such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.
- 6.19** The County does not discriminate against faith-based organizations, and enters contracts described in this sub-paragraph on the same basis as any other nongovernmental source without impairing the religious character of such

organization, and without diminishing the religious freedom of the beneficiaries of assistance provided under this section.

- A. " Faith-based Organization" means a religious organization that is or applies to be a Vendor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, as amended.
- B. If a Vendor is a faith-based organization, then the Vendor must give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice in bold-faced type:

**NOTICE:**

**Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you based on religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form.**

- 6.20** Contractor shall, at the County's request, provide documentation of their authority to transact business in the Commonwealth of Virginia.

**7.0 CONTRACT TERM AND CONDITIONS**

- 7.1** The initial term of this contract agreement shall commence January 1, 2020 and extend through December 31, 2020. Russell County at its option may extend the initial term for up to four (4) additional, one (1) year periods, to be mutually negotiated at a reasonable time prior to the annual expiration date of December 31 of the respective year. Depending upon proposals received, the County may determine that it is in their best interest to contract with more than one firm.
- 7.2** It is understood that the basis for contract pricing is an hourly rate structure, however the County may request a total not to exceed price for specific projects, based upon a scope of work provided. Terms, conditions and pricing of this contractual arrangement may be extended to the Russell County School Board, Russell County Public Service Authority and the Industrial Development Authority of Russell County, when so requested and at the discretion of the County.
- 7.3** A. This contract may be terminated by Russell County upon not less than thirty (30) days written notice to the contractor for the County' s convenience and without cause. In the event of such termination, the

contractor shall be compensated for satisfactory services performed prior to termination.

- B. Any sub-agreement for services to be provided for specific projects as authorized under this contract, whether by Russell County or other eligible cooperative purchasing public body, may be terminated upon a thirty (30) day written notice to the contractor. In the event of such termination, the contractor shall be compensated for satisfactory services performed prior to termination.

**7.4** The anticipated form of a resulting contract shall include a narrative description of negotiated terms, conditions and cost; the original Request for Proposals, Addenda information and proposal response.

## **8.0 INSURANCE**

**8.1** The Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in connection with the work performed on behalf of Russell County by the Contractor, his agents, representatives, employees or sub-contractors. Such coverage shall be maintained by the Contractor for the duration of the contract period.

Minimum Coverage and Limits:

1. General Liability \$2,000,000 combined single limits per occurrence.
2. Worker's Compensation: As required by the Worker's Compensation Act of Virginia.
3. Automobile Liability: \$1,000,000 per occurrence.

**8.2** All Coverage

- A. The insurer shall agree to waive all rights of subrogation against Amherst County, its officers/officials, agents, employees and volunteers for losses arising from work performed by the Contractor.
- B. The insurer shall provide 30 days written notice to Russell County before any cancellation, suspension or void of any coverage in whole or part where such provision is reasonable.

**8.3** Verification of Coverage

The contractor shall furnish Russell County certificates of insurance with endorsements affecting coverage. The certificates and endorsements are to be signed by a person authorized by the insurance company to bind coverage on its

behalf. The certificates and endorsements are to be received and approved by the County before commencement of work by the contractor.

#### **8.4 Sub-Contractors**

All coverage for sub-contractors of the Contractor shall be subject to all the requirements stated herein.

### **9.0 PAYMENT TERMS**

Russell County will make payment in full within 30 days of submission of an itemized invoice, and acceptance of work by the County. Invoice(s) should be submitted on a no more frequent than monthly basis.

### **10.0 COOPERATIVE PROCUREMENT**

**10.1** Pursuant to the Code of Virginia, §2.2-4304 "Cooperative Procurement", and Russell County's Request for Proposals Number 3354, this agreement is available for use by all "public bodies" as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

**10.2** Any public body desiring to utilize services described in this Request for Proposals must notify the Russell County Purchasing Department of their intentions to do so. Russell County shall have no responsibilities for cooperative procurement contract agreements for public bodies other than themselves.

### **11.0 PROPOSAL CONTENT**

Proposers should address, but need not be limited to, all requirements listed herein, with a written proposal and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

**11.1** Provide all contact information and brief background of your firm and its capabilities. Please state the location of your firm's headquarters and any branch offices.

**11.2** Identify the primary officers of your firm and describe credentials and experience of employees who would be assigned to the proposed project. Please state the number of persons employed by your firm with required training and qualifications relative to the Scope of Service requested in this Request for Proposals.

**11.3** List at least three (3) references with contact information (include telephone number) for which your firm has provided similar services to those requested in the previous three (3) years.

- 11.4 Provide evidence of your ability to provide minimum insurance coverage requirements as specified in Section 8.0 of this document.
- 11.5 Please provide a brief narrative description of your understanding of the contractual cost arrangement requested. Provide your proposed hourly rate(s) for the discipline or disciplines proposed to meet the requirements of this Request for Proposals.

**12.0 PROPOSAL SELECTION PROCESS**

- 12.1 This Request for Proposals is part of a competitive procurement process which helps to serve the best interest of Russell County. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of "competitive sealed bidding". The latter process is usually used where goods and/or services being purchased can be precisely described and price is usually the sole determining factor. With competitive negotiation on the other hand, price is not required to be the sole determining factor, although it may be, and Russell County has the flexibility that it needs to negotiate with one or more firms to arrive at a mutually agreeable relationship. Offeror's are to make written proposals which present the offeror's qualifications and understanding of the work to be performed. Offeror's are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information which you consider pertinent to your qualifications for the project.
- 12.2 Selection shall be made of two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals, based on the factors involved in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Russell County shall select the offeror which, in its option, has made the best proposal and shall award the contract to that offeror.

**13.0 PROPOSAL EVALUATIONS**

- 13.1 All proposals submitted will be reviewed and evaluated by a representative committee for the Russell County Board of Supervisors.
- 13.2 Following is the specific evaluation criteria to be used for judging proposals and the total possible point value to be assigned to each evaluation factor. The maximum possible score that a proposal could receive is 100 points.

<b>EVALUATION CRITERIA</b>		<b>POINTS</b>
A.	Firms' qualifications to provide the required services.	35
B.	Experience.	30
C	References.	10
D.	Cost.	25



**Curtis Elswick, CCM, LEED® AP**  
Sr. Vice President/Regional Executive

**Skanska USA Building Inc.**  
**Integrated Solutions**

Phone: 540-423-2860  
Email: [curtis.elswick@skanska.com](mailto:curtis.elswick@skanska.com)

January 17, 2020

Mr. Lonzo Lester, VCO  
County Administrator  
Russell County, Virginia  
137 Highland Drive  
P.O. Box 1208  
Lebanon, VA 24266

**RE: Russell County Courthouse Renovation/Expansion PPEA  
Project Management Services**

Dear Mr. Lester:

We are very pleased to submit this proposal to Russell County, VA (the "County") to provide Project Management Services on the Russell County Courthouse Renovation/Expansion project. It is our understanding that the County is seeking assistance with implementing the design and construction of this project under the PPEA process. Skanska has recently served or is serving as project manager on several PPEA projects throughout the region including the Dickenson County Judicial Center, Buchanan County Courthouse Renovation & Expansion, Montgomery County Public Schools New Middle and High Schools, Dickenson County Public Schools New Elementary School and the proposed Intermediate School for Bristol Virginia Public Schools. We look forward to leveraging this experience to deliver a successful project for the County.

**General Project Information**

The current Russell County Courthouse is a two and three-story building of roughly 44,000 SF to include courthouse, jail, addition and miscellaneous space. The size of the building needs to be verified. The original section was a two-story building constructed in 1874. Later additions include a significant three-story jail addition to the northwest of the original section and a three-story addition to the east.



Russell County Courthouse – 53 East Main Street, Lebanon, Virginia 24266

Bing Aerial Image

It is our understanding that current issues with the existing courthouse include:

- Space needs and security concerns as well as needed upgrades to the facility.
- Restroom facilities outside combined courtroom are inadequate.
- Additional private hearing space is needed.
- General District Court is held five days per week in one courtroom.
- Waiting areas are needed as currently the hallway outside of the courtrooms is being used as a waiting area and is not a good situation.
- The alley adjacent to the courthouse is a security concern. There is no secure parking, no sally port, so separate stairs or elevators for judges, etc. Inmates/detainees from the regional jail are brought to the courthouse via a van which is parked outside the courthouse and then escorted across the alley into the building.
- Front doors of courthouse remain locked as there are ADA issues (no way for someone in wheelchair to access the front door).
- Adequate parking.
- The jail (which is a part of the courthouse building) is empty and not being used.
- A facility condition assessment has not been completed nor has a HAZMAT survey.

Based upon our understanding of the issues and needs as well as our understanding of the PPEA process and recent experience managing similar courthouse renovation and expansion projects, we propose providing the following services as your project manager:



## **Due Diligence Phase and PPEA Procurement Phase (January 2020 – October 2020)**

- Review existing information provided by the County to include security evaluation report, existing building drawings, and other relevant information.
- Develop a milestone project schedule and management of the schedule to ensure all parties are meeting deadlines in order to maintain progress.
- Assist with procurement of any other services required during this phase of the project which may include geotechnical engineering, HAZMAT surveys or other specialty services required to develop a RFP for PPEA design-build services.
- Assist the County with development of a PPEA solicitation for design-build services. This would include overseeing the development of a program document and conceptual floor plans & elevations that would be incorporated into the PPEA solicitation. We recently helped nearby Buchanan County, VA and Dickenson County, VA with development of PPEA procurement documentation, evaluation of PPEA proposals, contract negotiations, and overall project management through the design, construction and closeout phases of their new Judicial Center. This experience will be of significant value to the County in terms of time and money as we can help implement a process that has already proven to be successful and alleviate any additional burden on the County's resources.
- Establish and manage the overall project budget on your behalf and alert the County of any issues that may have a positive or negative impact on the budget during this phase of the project.
- Develop a job cost accounting process for the County so that all invoices are accounted for and paid in a timely manner and a monthly reconciliation process is implemented.
- Issue monthly progress report to the County and presentations to the Board of Supervisors or other stakeholders as required.
- Overall leadership of the project working under the direction of the County including facilitation of meetings and decisions necessary to maintain progress.

## **Design/Construction/Closeout Phase (October 2020 – September 2023)**

Our role as a key member of the project team will be to represent your interests throughout the duration of the projects. We will not attempt to fill the role of the design team or general contractor and will not be responsible for design or construction means and methods, however, we will manage the overall project on your behalf in order to assist Russell County with the successful delivery of the project.

- Assistance with negotiation, development, and administration of the Interim Agreement and Comprehensive Agreement between Russell County and the selected Design-Build PPEA firm.
- Act as liaison to Russell County and update representatives of the County and public, as required.
- Coordination of Owner decisions.

- Development of a master project milestone schedule with continuous monitoring and as-needed updates.
- Validation and management of the Project Budget.
- Assist the Architect/Engineer and Russell County with implementation of an Owner Direct Purchase Process (ODPP).
- Development of an estimated cash flow drawdown schedule with monthly updates.
- Review of design documents to confirm scope and to identify constructability and life safety issues. Advise and recommend value management options and alternatives.
- Analysis of Design-Builder's cost estimates and GMP package.
- Review of bonds and insurance submitted by the Design-Builder.
- Assistance with procurement of other consultants and contractors and coordination of other consultants including geotechnical engineering, HAZMAT abatement monitoring, testing & special inspections, and other related services.
- Assistance in the permitting process.
- Management of allowances and contingencies included in the GMP or Contract Cost Limit (CCL).
- Pay application and invoice processing.
- Review and approval of the Design-Builder's schedule of values and initial schedule.
- Tracking of design and construction deliverables including participation in the RFI, ASI, and submittal review process.
- Provide personnel on the site on a routine basis during the construction period to monitor and ascertain that the specified levels of materials and workmanship quality are being provided. Review mock-ups required by the construction documents. Report quality-control deficiencies and suggested corrective actions to the Owner's representative and Architect/Engineer and monitor the directed corrective actions. Monitor construction activity to ensure compliance with construction schedules.
- Monitoring of construction activity to ensure compliance with construction schedules. Analysis of schedules presented by the Design-Builder including evaluation of impacts to the schedule related to RFIs or change order proposals.
- Participation in project meetings to include progress meetings with Design-Builder, Owner meetings and Board of Supervisor presentations.
- Issuance of monthly progress reports. Maintain a running list of action items required by the project team in order to keep the project on schedule.
- Move planning services (as required):
  - Taking inventory of all items that will be moved to a temporary facility (or new addition), discarded at time of move, or placed in storage.
  - Work with the County to ensure all items to be moved will fit in spaces identified in and have the appropriate infrastructure in place (electrical and data outlets, etc.) as well as identifying the extent of renovation work that must take place to accommodate staff and court functions.
  - Developing a move schedule to include purchase of any new IT or security equipment and other items, setup of computers and servers and Supreme Court equipment, storage of items, and move efforts.

- Project closeout including coordination of Owner training, delivery of attic stock, operations & maintenance manuals, final lien waivers, warranties, and final accounting.
- Preparation of owner punchlists and ensuring completion of all punchlists.
- Coordination of owner training activities and delivery/storage of attic stock material.

For purposes of development of our proposal, we have prepared the following preliminary milestone project schedule which serves as the basis for our proposed Lump Sum Fee:

Procure Skanska as Project Manager	Jan 24, 2020
Due Diligence Period: Obtain Geotech Report and HAZMAT Survey, etc.	January - March 2020
Prepare PPEA RFP for Conceptual Phase Proposals	March 2020
Issue PPEA RFP for Conceptual Phase Proposals	March 2020
PPEA Conceptual Phase Proposals Due	End of April 2020/Early May 2020
Announce Shortlist of Firms	May 2020
Request Detailed Phase Proposals	May 2020
Detailed Stage Proposal Due	by August 2020
Presentation of Detailed Stage Proposal and Interviews, Select Team	August-September 2020
Public Hearing Regarding Detailed Stage Proposal and Interim Agreement	September-October 2020
Execute Interim Agreement	October 2020
Submit Design Development Package (65%) for Review	November 2020
Submit Design Development Cost Estimate for Review	December 2020
Complete Owner Review of Design Development Package	December 2020
95%/GMP Design Package Due	March 2021
Owner Review of 95%/GMP Design Package	March-April 2021
Submit GMP Package to Owner	May 2021
Reconcile 95%/GMP Design Review Comments	May 2021
Finalize Draft Comprehensive Agreement for Posting for Public Hearing	June 2021
Post/Issue Draft Comprehensive Agreement/GMP Contract	June 2021
Public Hearing on GMP/CA	June 2021
100% Design Documents Due	July 2021
End of 30 Day Notice Period for Comprehensive Agreement	July 2021
BOS Meeting to Approve GMP/Comprehensive Agreement	July 2021
Execute Comprehensive Agreement/GMP Contract (with bonds, insurance)	July 2021
Notice to Proceed/Construction Commences	July 2021
Substantial Completion (up to 24 months)	Summer 2023
Final Completion	End of September 2023

Our proposal assumes our services will start the end of January 2020 and will be needed through the end of September 2023 (approximately 44 months), at which time construction will be complete and contracts with the design-build team on the Courthouse Renovation/Addition are closed out from a financial perspective. Skanska reserves the right to request additional compensation for continued services should Final Completion be delayed beyond September 2023. Skanska understands that any such compensation must be in the form of a written modification, approved by the Owner.

## Compensation:

We propose providing the above scope of services for a Lump Sum Fee of \$617,000. This Lump Sum Fee is inclusive of all expenses related to our services with the exception of any printing of any special presentation materials or printing of documents larger than 11" X 17" in size. It is our assumption that the County or the Design-Build Team will provide Skanska a jobsite office and furniture during construction. Our services will be billed on a monthly basis based upon services rendered.

Sincerely,

A handwritten signature in blue ink that reads "Curtis Elswick". The signature is written in a cursive style with a large initial "C".

Curtis Elswick, CCM, **LEED® AP**  
Sr. Vice President/Regional Executive

**Skanska Fee Proposal Structure - Confidential**  
**Hours by Position**  
**Russell County Courthouse Renovation & Addition**

Position	9 months	32 months	3 months	Total Estimated Hours	Proposed Billable Hourly Rate	Total Proposed Fee
	Due Diligence & PPEA Procurement Phase (1/20-10/20)	Design and Construction Phase (10/20-6/23)	Closeout (7/23-9/23)			
Sr. Project Manager/QA Inspector*	624	2,217	104	2,944	\$ 120	\$ 353,328
Sr. Project Engineer**	0	2,217	104	2,321	\$ 90	\$ 208,879
<b>Total Proposed Staff Fee:</b>						<b>\$ 562,207</b>
<b>Expenses:</b>						<b>\$ 54,793</b>
<b>Total Contract Value:</b>						<b>\$ 617,000</b>

Time Commitment (Average Time Per Week):

\* Sr. Project Manager/QA Inspector = 16 hours/week during Due Diligence & PPEA Procurement Phase, 16 hours/week during Design and Construction Phase, and 8 hours/week during Closeout Phase

\*\* Sr. Project Engineer = 16 hours/week during Design and Construction Phase, and 8 hours/week during Closeout Phase

**Assumptions and Clarifications:**

1. No cost is included for jobsite office and furniture as this is assumed to be provided by Owner or through design-build contractor.
2. Included in Expenses above is all travel by project team, printing and copying of documents other than documents larger
3. Hourly rates above assume rate for 2020 and cost of living adjustments through 2023.

**From:** [Elswick, Curtis](#)  
**To:** [lonzo.lester@russellcountyva.us](mailto:lonzo.lester@russellcountyva.us)  
**Subject:** Courthouse Renovation and Addition  
**Date:** Monday, January 20, 2020 9:34:09 AM  
**Attachments:** [Skanska Inserts.docx](#)

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Lonzo:

It was a pleasure meeting you last week and having a chance to discuss the Courthouse Renovation and Addition project as well as the PPEA process. I am working on our proposal but wanted to send you a list of initial action items that I wrote down so that I don't miss anything.

- Skanska proposal to Russell County (Curtis) – both lump sum and hourly rates & hours
- County provide Skanska contract for services (Lonzo) – see attached inserts requested by Skanska to be incorporated into the contract
- Provide Skanska copy of County's PPEA Guidelines (Lonzo)
- Confirm County's procurement policy regarding sole source limits, # of proposals under certain dollar limits, etc. (Lonzo)
- Request proposals for geotechnical engineer report and HAZMAT survey - utilize DGS contract if applicable (Curtis)
- Provide Skanska copy of security evaluation (Lonzo)
- Establish courthouse project committee (County)
- Determine viability of acquiring property across Court Avenue (County)
- Finalize list of issues/needs for PPEA RFP (Team)

Please review and let me know if I left anything out and if you have any questions or additional thoughts.

Thanks,

Curtis

**Curtis Elswick, CCM, LEED AP**  
Senior Vice President/Regional Executive  
Skanska USA Building Inc.

Phone +1 540 423 2860  
Mobile +1 540 423 2860

**Skanska USA**  
[usa.skanska.com](http://usa.skanska.com)

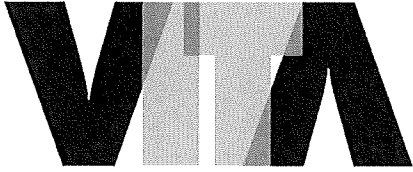
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Virginia Information Technologies Agency



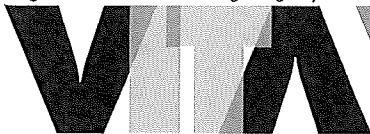
# Commonwealth of Virginia Next Generation 9-1-1

## Proposal Acceptance Letter (PAL)

August 29, 2019

[www.vita.virginia.gov](http://www.vita.virginia.gov)





## Proposal Acceptance Letter (PAL)

### Purpose

The Proposal Acceptance Letter (PAL) functions as the funding request for the NG9-1-1 Migration Program. Primary PSAPs and secondary PSAPs currently served by a selective router pair are eligible to submit a PAL and request funding from the 9-1-1 Services Board (the “Board”). The PAL confirms a PSAP’s acceptance of the information contained in their NG9-1-1 Migration Proposal (MP) and signals their intent to deploy NG9-1-1. The PAL should be submitted to the electronic mailbox for the PSAP Grant Program - [psapgrants@vita.virginia.gov](mailto:psapgrants@vita.virginia.gov).

The funding cycle for the NG9-1-1 Migration Program starts on July 1, 2018 and remains open throughout the NG9-1-1 deployment period. The 9-1-1 Services Board will review funding requests received no later than 45 calendar days in advance of each regularly scheduled meeting. A Grant ID and email receipt notification will be sent to the e-mail address listed on the PAL.

The funding amount requested in the PAL should not exceed the recurring and non-recurring cost estimates contained in the MP. After reviewing a PSAP’s MP and PAL, the Board will approve funding for specific equipment and services. Contingency funding will be available should the final cost be slightly higher so long as the original scope of the effort does not change. Similarly, if the final cost is lower, the budget will be adjusted lower. This additional funding cannot be shifted to another part of the project. Also, if a PSAP’s award needs to be revised for a material change after it has been approved by the Board, ISP staff will prepare a decision brief to obtain any additional funding.

When the Board approves a PSAP’s funding request, the PSAP will be expected to execute a contract vehicle with a NG9-1-1 solutions provider within three months of the award date. If a PSAP needs additional time to execute this contract, the PSAP will need to request an extension from the Board. The PSAP will also be expected to complete all identified NG9-1-1 ready implementation steps within three months of the scheduled deployment date. Funding for approved equipment and services may not be immediately available to a PSAP. ISP staff will provide a spending plan, specific to a PSAP’s deployment schedule, that details in which year of the deployment period funding will be available to the PSAP.



## Local Project Manager (Contact)

PSAP/HOST PSAP NAME: Russell County

CONTACT TITLE: 911 Coordinator/Chief Dispatch

CONTACT FIRST NAME: BO

CONTACT LAST NAME: Bise

ADDRESS 1: P.O. Box 338

ADDRESS 2: 656 Clydesway Dr

CITY: Lebanon, Va

ZIP CODE: 24266

CONTACT EMAIL: Click [bo.bise@russellcountyva.us](mailto:bo.bise@russellcountyva.us)

CONTACT PHONE NUMBER: 276-889-8033

CONTACT MOBILE NUMBER: 27-889-8323

CONTACT FAX NUMBER: 276-889-8250

## Financial Information

Amount Requested: \$ 214,283.18

Date of Completed Migration Proposal: 11-1-2018

Procurement Vehicle: TBD Fairfax/Va. Beach

PSAP preference for Board payment on behalf of PSAP for incurred eligible NG9-1-1 expenses:

Yes

No

Note: Psap will be moving in the area of May-Sept of 2020, address of new center

Will be 75 Rogers Ave, Lebanon, Va. 24266



**MUTUAL AID AND COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR  
RUSSELL COUNTY AND SCOTT COUNTY, VIRGINIA**

Pursuant to Virginia Code §§15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 (1950, as amended), in order that law enforcement agreement services of each County better serve their citizens, this Mutual Aid and Cooperation Agreement for Law Enforcement Services ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Russell, Virginia, the County of Scott, Virginia, the Sheriff of Russell County, Virginia, and the Sheriff of Scott County, Virginia.

WHEREAS, the County of Russell, Virginia, and the County of Scott, Virginia (together referred to as "Counties"), are contiguous political subdivisions of the Commonwealth of Virginia and the governing bodies for each are their respective Board of Supervisors;

WHEREAS, the position of Sheriff is an elected position required for each city and county in the Commonwealth and established by the Constitution of Virginia in Article VII, Section 4;

WHEREAS, neither Russell County nor Scott County established a county police force as allowed pursuant to Virginia Code §15.2-1702 and the Sheriff of each respective County is the principal law enforcement officer;

WHEREAS, the parties have determined that providing emergency police aid across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for use of their joining police forces, their equipment, and materials for their mutual protection, defense, and maintenance of peace and good order;

WHEREAS, the Counties are members of the Southwest Virginia Regional Jail Authority, and use the jail facilities of the Southwest Virginia Regional Jail Authority to house prisoners from the Counties;

WHEREAS, criminal investigations often cross jurisdictional lines in the boundary area of the Counties and the demands of emergencies and disasters, as addressed in Virginia Code §15.2-1730.1, may require interjurisdictional law enforcement support among the Counties;

WHEREAS, in light of the foregoing, the Counties are so located in relation to each other and to the Jails that it is advantageous of each, under the circumstances herein specified, to permit law enforcement officers of the neighboring jurisdictions to provide service of civil summons, service of criminal warrants, process of arrest, and emergency support in the neighboring jurisdictions of the parties to this Agreement as if they were officers in such jurisdictions; and;



WHEREAS, the Boards of Supervisors for both Counties and the Sheriffs of both Counties have determined that it is in the best interests of the public health, safety, and welfare that the law enforcement personnel of the Counties should have the authority pursuant to Virginia Code §§15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 to cooperate and to request and render assistance as provided herein.

NOW THEREFORE, BE IT KNOWN AND AGREED that the Board of Supervisors of the respective Counties by proper resolutions adopted at a regular meeting, at the request of, and with agreement of the Sheriffs of both Counties, hereby approve and enter into this Agreement, and the parties hereto jointly resolve and agree with one another as follows:

**Assistance in Event of Emergency, Disaster, or Other Need**

1. The principal law enforcement officer of the respective parties, or the officer commanding in his or her absence, is authorized to determine the need for additional law enforcement assistance without the necessity of deputizing officers from the other cooperating jurisdictions, when such officer determines that an emergency or other need exists. In such cases, the assisting law enforcement agency may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of the Commonwealth of Virginia.
2. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer requiring assistance shall communicate such request to the principal law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event immediate response is required by the requesting agency, said request may be made through general dispatch at the direction of the requesting officer. Such request will include the following:
  - A) Name and title of officer making the request;
  - B) A summary of the circumstances initiating the action and a description of the assistance needed; and
  - C) The name, title, and location of the officer to whom assisting personnel shall report.
3. Upon receipt of a request for assistance, the law enforcement officer authorized to provide assistance may provide such assistance as in consistent with the circumstances within the requesting jurisdiction and the availability of his or her own agency's forces.
4. Nothing in this Agreement shall compel any party hereto to respond to a request for law enforcement assistance nor shall any party providing assistance pursuant to this Agreement be compelled to continue with such assistance after such assistance is initiated.
5. During the period assistance is provided, personnel of the assisting agency shall operate in the requesting jurisdiction with the same powers, rights, benefits, privileges, and immunities as are enjoyed by members of the requesting agency. Each officer who enters the jurisdiction of the requesting agency pursuant to this Agreement is authorized to exercise the full police powers of the



requesting agency's law enforcement personnel. For purposes of this Agreement, it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance. This specifically includes, but is not limited to, the authority to serve civil summons, the authority to serve criminal warrants, and the authority to make arrests.

### **Interjurisdictional Actions**

6. Further, pursuant to this Agreement, (1) the law enforcement officers of the Russell County Sheriff's Office may serve civil summons, serve criminal warrants, and make arrests within the territorial limits of Scott County when the alleged offense or civil cause of action occurred in the territorial limits of Russell County, including the towns located in Russell County and (2) the officers of the Scott County Sheriff's Office may serve civil summons, serve criminal warrants, and make arrests in the territorial limits of Russell County when the alleged offense or civil cause of action occurred within the territorial limits of Scott County, including the towns located in Scott County.

### **Formation of Task Force**

7. Pursuant to Virginia Code §15.2-1726, in the event that a determination is made by the principal law enforcement officers of two or more participating jurisdictions, or either of their acting second in command, that cooperation between both agencies would be necessary or beneficial to the enforcement of laws and maintenance of peace in their respective jurisdictions, then they may form a task force of officers from two or more jurisdictions until such time as the agency of that participating jurisdiction determines that the need for such a task force no longer exists. The purpose for which the agency of two or more participating jurisdictions may form a task force includes, but is not limited to, the following:
  - a) The investigation of any sexual offense or prostitution as contained in Article 3 of Chapter 8 of Title 18.2;
  - b) The investigation of laws assigned to control or prohibit the use or sale of controlled drugs as defined by Virginia Code §54.1-301.
  - c) The investigation of serial rapes, murders, armed robberies, or other felonies;
  - d) Law enforcement and crowd control at special events and athletic events such as parades, sporting events, rallies, gatherings, or such other occurrences; or;
  - e) The occurrence of any other event which in the opinion of both principal law enforcement officers makes cooperation between their respective agencies necessary.



## General Terms and Conditions

8. In the event of arrest or service of process by law enforcement outside their regular jurisdiction pursuant to this Agreement, the law enforcement agency of the jurisdiction where the case is to be adjudicated will be responsible for satisfaction of the requirements under Virginia Code §19.2-390.
9. The principal law enforcement officer of any agency receiving assistance under this Agreement shall be responsible for directing the activities of other officers, agents, or employees coming into his or her jurisdiction. The principal law enforcement officer or the agency receiving assistance shall notify the principal law enforcement officer of the assisting agency of any complaints, reports, or other instances of inappropriate, criminal, or other improper conduct or act of any assisting officer promptly after receipt of such complaint, report, or other instance.
10. Each agency shall bear any liability arising from acts undertaken by the personnel of that office pursuant to this Agreement. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death benefits, and other benefits, which apply to the activity of such officers, agents, or employees of either agency, when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent as if they were within their territorial limits while engaged in the performance of any of their functions and duties outside of their territories under the provisions of this Agreement.
11. Each agency shall provide satisfactory proof of law enforcement professional liability insurance, including public liability insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00). Each agency shall maintain worker's compensation insurance in the statutorily required amount of any person acting under and covered by this Agreement. Should the coverage of such insurance required by the Agreement of either agency be cancelled or materially changed, then that agency shall notify the other agency of such cancellation or change in writing with in fifteen (15) calendar days of that agency's receipt of notice of such cancellation or material change. Each party shall notify its insurance carriers of this Agreement.
12. Whenever any law enforcement officer, agent, or other employee acts pursuant to this Agreement outside of their normal jurisdiction, pursuant to the authority contained herein, or under any other written agreement subsequent to signing of this Agreement, or any supplement or addition hereto, such persons shall have the same authorities, powers, rights, benefits, privileges, and immunities as if they were performing their duties in the territorial jurisdiction of which they are employed, appointed, or elected.
13. It is the intent and purpose of this Agreement that there be the fullest cooperation among the agencies to ensure the maintenance of good order and law enforcement during an emergency situation or other law enforcement matter which requires interjurisdictional law enforcement activity pursuant to this Agreement
14. If any part, section, sub-section, sentence, clause or phrase of this Agreement is for any reason declared invalid, such decision shall not affect the validity of the remaining portions of this Agreement.



15. This Agreement shall be in effect from \_\_\_\_\_ day of \_\_\_\_\_, 2020 through and including December 31, 2023. This agreement shall be renewed or extended only by written agreement signed by authorized representatives of all parties hereto. Either party may withdraw from this Agreement upon fifteen (15) days advance written notice to the other party.
16. This Agreement is subject to modifications only by written agreement signed by all parties hereto. Any such modification shall be made a part of this Agreement as an addendum.
17. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

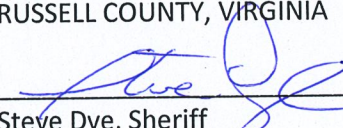
**IN WITNESS THEREOF**, the parties have executed this Agreement as of the day and year written below:

Executed pursuant to a resolution of the Russell County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

RUSSELL COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Rebecca Dye, Chairperson of the  
Russell County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
RUSSELL COUNTY, VIRGINIA

  
\_\_\_\_\_  
Steve Dye, Sheriff  
Russell County, Virginia  
Date: 1-15-2020

[Executed pursuant to a resolution of the Scott County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SCOTT COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
David Redwine, Chairperson of the  
Scott County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
SCOTT COUNTY, VIRGINIA

\_\_\_\_\_  
Jeff Edds, Sheriff  
Scott County, Virginia  
Date: \_\_\_\_\_



15. This Agreement shall be in effect from \_\_\_\_\_ day of \_\_\_\_\_, 2020 through and including December 31, 2023. This agreement shall be renewed or extended only by written agreement signed by authorized representatives of all parties hereto. Either party may withdraw from this Agreement upon fifteen (15) days advance written notice to the other party.
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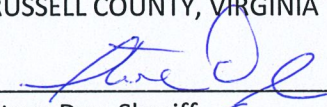
**IN WITNESS THEREOF**, the parties have executed this Agreement as of the day and year written below:

Executed pursuant to a resolution of the Russell County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

RUSSELL COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Rebecca Dye, Chairperson of the  
Russell County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
RUSSELL COUNTY, VIRGINIA

  
\_\_\_\_\_  
Steve Dye, Sheriff  
Russell County, Virginia  
Date: 1-15-2020

[Executed pursuant to a resolution of the Buchanan County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BUCHANAN COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
James Branham, Chairperson of the  
Buchanan County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
BUCHANAN COUNTY, VIRGINIA

\_\_\_\_\_  
John McClanahan, Sheriff  
Buchanan County, Virginia  
Date: \_\_\_\_\_



15. This Agreement shall be in effect from \_\_\_\_\_ day of \_\_\_\_\_, 2020 through and including December 31, 2023. This agreement shall be renewed or extended only by written agreement signed by authorized representatives of all parties hereto. Either party may withdraw from this Agreement upon fifteen (15) days advance written notice to the other party.
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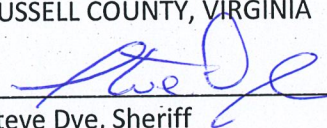
**IN WITNESS THEREOF**, the parties have executed this Agreement as of the day and year written below:

Executed pursuant to a resolution of the Russell County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

RUSSELL COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Rebecca Dye, Chairperson of the  
Russell County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
RUSSELL COUNTY, VIRGINIA

  
\_\_\_\_\_  
Steve Dye, Sheriff  
Russell County, Virginia  
Date: 1-15-2020

[Executed pursuant to a resolution of the Wise County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WISE COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Dana Kilgore, Chairperson of the  
Wise County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
WISE COUNTY, VIRGINIA

\_\_\_\_\_  
Grant Kilgore, Sheriff  
Wise County, Virginia  
Date: \_\_\_\_\_



15. This Agreement shall be in effect from \_\_\_\_\_ day of \_\_\_\_\_, 2020 through and including December 31, 2023. This agreement shall be renewed or extended only by written agreement signed by authorized representatives of all parties hereto. Either party may withdraw from this Agreement upon fifteen (15) days advance written notice to the other party.
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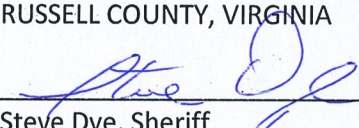
**IN WITNESS THEREOF**, the parties have executed this Agreement as of the day and year written below:

Executed pursuant to a resolution of the Russell County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

RUSSELL COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Rebecca Dye, Chairperson of the  
Russell County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
RUSSELL COUNTY, VIRGINIA

  
\_\_\_\_\_  
Steve Dye, Sheriff  
Russell County, Virginia  
Date: 1-15-2020

[Executed pursuant to a resolution of the Smyth County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SMYTH COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Judy Wyant, Chairperson of the  
Smyth County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
SMYTH COUNTY, VIRGINIA

\_\_\_\_\_  
Chip Shuler, Sheriff  
Smyth County, Virginia  
Date: \_\_\_\_\_



15. This Agreement shall be in effect from \_\_\_\_\_, 2016 through and including December 31, 2019. This agreement shall be renewed or extended only by written agreement signed by authorized representatives of all parties hereto. Either party may withdraw from this Agreement upon fifteen (15) days advance written notice to the other party.
16. This Agreement is subject to modifications only by written agreement signed by all parties hereto. Any such modification shall be made a part of this Agreement as an addendum.
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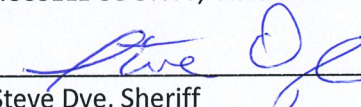
**IN WITNESS THEREOF**, the parties have executed this Agreement as of the day and year written below:

Executed pursuant to a resolution of the Russell County Board of Supervisors at its regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2016.

RUSSELL COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Rebecca Dye, Chairperson of the  
Russell County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
RUSSELL COUNTY, VIRGINIA

  
\_\_\_\_\_  
Steve Dye, Sheriff  
Russell County, Virginia

Date: 1-15-2020

[Executed pursuant to a resolution of the Tazewell County Board of Supervisors at its regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2020.

TAZEWELL, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Travis Hackworth, Chairperson of the  
Tazewell County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
TAZEWELL COUNTY, VIRGINIA

\_\_\_\_\_  
Brian L. Hieatt, Sheriff  
Tazewell County, Virginia

Date: \_\_\_\_\_



15. This Agreement shall be in effect from \_\_\_\_\_ day of \_\_\_\_\_, 2020 through and including December 31, 2023. This agreement shall be renewed or extended only by written agreement signed by authorized representatives of all parties hereto. Either party may withdraw from this Agreement upon fifteen (15) days advance written notice to the other party.
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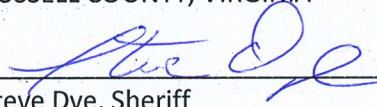
**IN WITNESS THEREOF**, the parties have executed this Agreement as of the day and year written below:

Executed pursuant to a resolution of the Russell County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

RUSSELL COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Rebecca Dye, Chairperson of the  
Russell County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
RUSSELL COUNTY, VIRGINIA

  
\_\_\_\_\_  
Steve Dye, Sheriff  
Russell County, Virginia  
Date: 1-15-2020

[Executed pursuant to a resolution of the Dickenson County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

DICKENSON COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Shelbie Willis, Chairperson of the  
Dickenson County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
DICKENSON COUNTY, VIRGINIA

\_\_\_\_\_  
Jeremy Fleming, Sheriff  
Dickenson County, Virginia  
Date: \_\_\_\_\_



15. This Agreement shall be in effect from \_\_\_\_\_ day of \_\_\_\_\_, 2020 through and including December 31, 2023. This agreement shall be renewed or extended only by written agreement signed by authorized representatives of all parties hereto. Either party may withdraw from this Agreement upon fifteen (15) days advance written notice to the other party.
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**IN WITNESS THEREOF**, the parties have executed this Agreement as of the day and year written below:

Executed pursuant to a resolution of the Russell County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

RUSSELL COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Rebecca Dye, Chairperson of the  
Russell County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
RUSSELL COUNTY, VIRGINIA

\_\_\_\_\_  
Steve Dye, Sheriff  
Russell County, Virginia  
Date: 1-15-2020

[Executed pursuant to a resolution of the Washington County Board of Supervisors at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WASHINGTON COUNTY, VIRGINIA  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Saul A. Hernandez, Chairperson of the  
Washington County Board of Supervisors  
Date: \_\_\_\_\_

SHERIFF,  
WASHINGTON COUNTY, VIRGINIA

\_\_\_\_\_  
R. Blake Andis, Sheriff  
Washington County, Virginia  
Date: \_\_\_\_\_



January 24, 2020

**RESOLUTION**

*Urging the Virginia General Assembly to Support  
“Get a Skill, Get a Job, Give Back” (G3) Initiative.*

**WHEREAS**, Virginia’s economic competitiveness depends on filling 2.6 million jobs by the year 2026 which will require more than a high school diploma but less than a bachelor’s degree; and

**WHEREAS**, the availability of a well-trained and educated workforce is the top concern of businesses in Southwest Virginia Community College’s service area consisting of Buchanan, Dickenson, Russell, and Tazewell counties; and

**WHEREAS**, two out of five Virginia households are within the ALICE population, who work hard and earn more than the official federal poverty level but less than the basic cost of living; and

**WHEREAS**, no fewer than twenty-three states, including Maryland, Tennessee, West Virginia, and Kentucky – and six of the nation’s ten states ranked highest for their economy and workforce – offer their residents opportunities to pursue community college programs at greatly reduced, and in some cases no, tuition costs; and

**WHEREAS**, three of the four counties in the College’s service area generously cover the cost of tuition for select populations of students, there is a significant need for additional funding for underserved groups; and

**WHEREAS**, a modest and fiscally-responsible plan has been offered to provide low- and middle-income Virginia students more affordable access to a select group of community college programs leading to good jobs in high-demand and high-value career fields; and

**WHEREAS**, the G3 plan seeks to include VCCS FastForward training programs and leverage that program’s success into new pathway models designed to accommodate students’ real-life needs; and

**WHEREAS**, the high-demand fields in the G3 plan (technology, healthcare, skilled trades, early childhood education, and public safety) typically lead to wage gains of 60 percent for graduates and double what they contribute to Virginia’s General Fund; and

**WHEREAS**, the G3 plan encourages effective college-employer partnerships by including resources for apprenticeship related instruction; and

**WHEREAS**, the G3 plan promotes economic and social equity by making life-changing and family-supporting postsecondary credentials more accessible and affordable to every Virginian;

**NOW THEREFORE BE IT RESOLVED** by the Russell County Board of Supervisors that the “Get a Skill, Get a Job, Give Back” (G3) proposal, and the benefits it promises to Virginia students and businesses is worthy of our support and advocacy for this transformative initiative.

X

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Rebecca Dye  
Chair

X

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Steve Breeding  
Vice Chair







**2020 Mid-Year Conference  
Stonewall Jackson Hotel  
Staunton, Virginia**

**Sunday, March 29**

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8:00-9:30 a.m.      **Nominations Committee-Skyline Room**

9:30-11:00 a.m.    **Region Chairs Meeting- Salon AB**

11:00 a.m.-noon    **Tour of American Shakespeare Center**

The Shakespeare Center is located directly next door to the Stonewall Jackson Hotel. John Glover, Staunton Building Official, in collaboration with the American Shakespeare Center, will provide an enriching tour of this historic property. Truly something you do not want to miss while visiting the historic town of Staunton, the Center is the world's only recreation of Shakespeare's original indoor theatre

<https://americanshakespearecenter.com/about/>

12:15 p.m.          **Board of Directors Lunch-Colonnade Ballroom**

1:00-5:00 p.m.     **Board of Directors Meeting-Salon AB**

3:00-5:00 p.m.     **Exhibitor Set-up-Stonewall Jackson Hotel Foyer**

5:30-7:00 p.m.     **Networking Reception-Colonnade Ballroom**

**Monday, March 30**

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7:00 a.m.            **Registration and Breakfast**

8:00 – 10:00 a.m.   **VBCOA Business Meeting (2 CEU's)-Shenandoah Ballroom**

Presentation of Colors  
Welcome to Staunton, Steve Rosenberg, City Manager  
President's updates  
Committee Updates  
Region of the Year Awards

10:00 – 10:30 a.m.   **Break**

10:30 a.m. – noon    **Concurrent Sessions (1.5 CEU's)**

**Salon A\*\*            Viridiant, Part I**

This workshop will focus on the 2015 Virginia Residential Energy Code and its Enforcement. Attendees will learn about the changes for the 2015 Virginia Energy Code and how to best enforce that code. Specific attention to be paid to duct testing and the equipment used.

*Matt Waring, Technical Director and Sean Evensen-Shanley, Director of Residential Operations*



**Salon B**                    **DPOR Licensing and Updates**

This session will provide an overview of new requirements and updates for licensing as well as exemptions.  
*Marjorie King, Board Administrator for Board of Contractors*

**Tour of American Shakespeare Center**

The Shakespeare Center is located directly next door to the Stonewall Jackson Hotel. John Glover, Staunton Building Official, in collaboration with the American Shakespeare Center, will provide an enriching tour of this historic property. Truly something you do not want to miss while visiting the historic town of Staunton, the Center is the world's Only recreation of Shakespeare's original indoor theatre  
<https://americanshakespearecenter.com/about/>

12:00 p.m.                    **Lunch-Colonnade Ballroom**

1:00-4:00 p.m.            **Concurrent Sessions (3 CEU's)**

**Salon A \*\***                    **Viridiant, Part II**

Must Attend Part I and II to receive full credit

**Salon B**                    **Flood Plain Management**

This session will provide an overview of flood requirement sections of the Virginia USBC  
*Kristen Owen, Acting NFIP Coordinator for DCC*

**Salon C**                    **Tips and Tricks to pass the Permit Technician Exam**

*This training will provide an overview of the process of becoming a certified Permit Technician including going through the IBC, IZC, Legal Aspects and Basic Code Enforcement books, as well as a review of Virginia Certification Standards. While the class is designed for Permit Technicians, it would be helpful for anyone taking a certification test for the first time*

*Debra McMahon, Permit Technician Committee Chair*

4:00 p.m.                    Give Away – Salon C (must be present to win)

## MONTHLY BANK BALANCES

December 31, 2019

Regular Account	2,548,821.71
Employee Insurance	3,223,227.30
Employee Claims Account	1,000.00
Non-Judicial Reals Estate Sales	2,388.81
Russell Co. Housing Fund	4,424.36
School Textbook	46,954.98
Sheriff Domestic Violence	2,207.40
Petty Cash Treasurer	268.80
Sheriff Seized Assets	54,542.62
Sheriff Restitution	2,671.34
Sheriff Forfeited Assets	502.80
Comm Attorney Forfeited Assets	31,693.49
Sheriff Federal Forfeited Assets	7,521.55
Comm Attorney Fed Justice Forfeited Assets	168,444.59
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	7,913.82
Sheriff Calendar Fund	857.31
SSI Recipients	0.15
First Sentinel Bank	6,616.22
Bank of Honaker	45,894.07
New Peoples Bank	278,836.68
Certificates of Deposit General	49,575.00
Treasurer's Money Market	3,079,238.66
Certificate of Deposit Library Donations	24,788.80
<b>Total Cash In Bank</b>	<b>9,588,890.46</b>
<b>Cash In Office</b>	<b>2,535.44</b>
<b>Petty Cash</b>	<b>100.00</b>
<b>TOTAL CASH</b>	<b>9,591,525.90</b>



ACCOUNT	DATE	December 31, 2019
	DEBIT	CREDIT
Cash in Office	2,535.44	
Cash in Bank	9,588,890.46	
Petty Cash	100.00	
General Fund		5,608,925.62
Non-Judicial Real Estate Sales		2,388.81
Sheriff In State Trip		30,551.95
Sheriff Dare Fund		100.00
Sheriff Seized Assets		54,542.62
Sheriff Restitution		2,671.34
Sheriff Forfeited Assets		502.80
Comm Attorney Forfeited Assets		31,693.49
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		7,521.55
Sheriff Domestic Violence		2,207.40
Comm Attorney Abandoned Prop		500.00
Comm Attorney Fed Justice		168,444.59
Sheriff Fed Justice Forfeited		7,913.82
Sheriff Calendar Fund		857.31
Social Services		(256,977.66)
Swva Asap		11,816.80
Coal Road Improvement		338,847.11
CSA		(486,503.43)
School Fund		(41,542.89)
School Food		340,981.70
School Textbook		46,954.98
Regional Adult Education		248,841.76
Petty Cash Treasurer		268.80
Litter Fund Trash Pickup		(23,611.50)
Current Credit		(0.79)
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		0.15
Damage Stamp Fund		2,823.98
Valley Heights		61,050.98
Dante Sewer		49,575.00
Employee Health Insurance		3,223,227.30
Employee Insurance Claims		1,000.00
Law Library		54,654.34
Special Welfare		52,017.16
Housing Fund #2		7,700.00
Russell Co Health & Fitness		118,933.12
Cannery		(127,947.78)
WIB		10,051.75
<b>Total</b>	<b>9,591,525.90</b>	<b>9,591,525.90</b>



**December 18, 2019**

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on December 18, 2019, at 5:30 P.M. at Bonanza Family Restaurant, Main Street, Lebanon, Virginia.

**MEMBERS**

**PRESENT:** Ernie McFaddin, Chairman  
Richard Lockridge, Vice Chairman  
Carlton Elliott, Secretary  
Jarred Glass, Member  
Roger Sword, Member  
Tony Dodi, Member

**ABSENT:** Scott Gilmer, Member  
David Mullins, Member  
Mike Hincer. Member

**STAFF:** Ben Chafin, Attorney

**GUESTS:** Donnie Christian

The Chairman called the meeting to order at 5:41 P.M.

Secretary called the roll and recorded the roll call.

**APPROVAL OF MINUTES**

Upon motion made by Roger Sword, second by Tony Dodi and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the minutes of the November 14, 2019 meeting.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, J. Glass

Absent: S. Gilmer, M. Hincer, D. Mullins

Nay: None

**FINANCIAL REPORT**

Upon motion made by Roger Sword, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia to approve to pay invoices presented on December 18, 2019 and the additional invoices from Susan's Cleaning for \$1516.00 and Owens & Assoc. for \$12,000.00.



The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, J. Glass

Absent: S. Gilmer, M. Hincer, D. Mullins

Nay: None

#### **ATTORNEY'S REPORT**

The attorney informed the IDA of the meeting with Project "Reclaim" concerning the survey of the 232-acre plot that will be transferred to the IDA. Russell County Reclaim will submit a preliminary survey to the board for approval.

#### **CHAIRMAN'S REPORT**

The Chairman should receive the Health Department's first draft plans for the Government Center project next week.

The Board of Supervisor only received one bid for the Courthouse renovation consultant. Hopefully the BOS will sign the contract with Skanska, and the project will move forward.

The board discussed the possibility of asking for a deposit from the applicant to initiate an industrial project. No action was taken.

Request from CPRWMA to provide a letter of support to VCEDA for a compost facility feasibility study.

Upon motion made by Tony Dodi, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the chairman to provide a letter of support to VCEDA in regard to a grant for CPRWMA's feasibility study for compost facility.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, J. Glass

Absent: S. Gilmer, M. Hincer, D. Mullins

Nay: None

#### **CLOSED SESSION**

Upon motion made by Richard Lockridge, second by Jarred Glass and duly approved by the Industrial Development Authority of Russell County, Virginia to enter Closed Session as permitted by, VA Code #2.2-3711 (3) Property (5) Prospective unannounced industry (7) & (8) Legal Counsel.



The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, J. Glass

Absent: S. Gilmer, M. Hinchler, D. Mullins

Nay: None

### **RECONVENE TO PUBLIC SESSION**

Upon motion made by Tony Dodi, second by Richard Lockridge, and duly approved by The Industrial Development Authority of Russell County, Virginia, the Chairman called the meeting back into regular session and requested the "Certification Motion after reconvening in Public Session".

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, J. Glass

Absent: S. Gilmer, M. Hinchler, D. Mullins

Nay: None

### **CERTIFICATION AFTER RECONVENING IN PUBLIC SESSION**

The Industrial Development Authority of Russell County, Virginia hereby certifies that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be so discussed under the provision of the Virginia Freedom of Information Act cited in that motion.

The Roll Vote Was:

Ernie McFaddin	Aye	Mike Hinchler	Absent
Carlton Elliott	Yes	Jarred Glass	Aye
Scott Gilmer	Absent	David Mullins	Absent
Tony Dodi	Aye	Richard Lockridge	Aye
Roger Sword	Aye		

Upon motion made by Richard Lockridge, second by Jarred Glass and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the chairman to submit an application to VCEDA for the Riverbound Farm Project and authorize the chairman to sign all necessary documents regarding this application.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, J. Glass

Absent: S. Gilmer, M. Hinchler, D. Mullins



Nay: None

Upon motion made by Roger Sword, second by Richard Lockridge and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the chairman to apply for a \$25,000.00 grant from VCEDA for TDEC to purchase equipment and add five full time employees.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, J. Glass

Absent: S. Gilmer, M. Hincer, D. Mullins

Nay: None

Upon motion made by Tony Dodi, second by Jarred Glass and duly approved by the Industrial Development Authority of Russell County, Virginia appropriating \$700.00 for advertising to promote employment opportunities for existing businesses in Russell County.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, J. Glass

Absent: S. Gilmer, M. Hincer, D. Mullins

Nay: None

#### **ADJOURNMENT**

Upon motion made by Richard Lockridge, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 10:32 PM.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, J. Glass

Absent: S. Gilmer, M. Hincer, D. Mullins

Nay: None



## MINUTES OF THE DIRECTORS' MEETING

**MINUTES OF A MEETING OF DIRECTORS** of The Russell County Public Service Authority held at held at 137 Highland Drive Lebanon, VA 24266 on this 21st day of January 2020 at 6:00 PM.

1. The following members were present, constituting a quorum (4):  
Carter McGlothlin, Chairman;  
Clifford Hess, Vice Chairman  
Cuba Porter, Treasurer;  
Chris Dye;  
Terry Powers;  
David Edmonds, Jr.;  
Joe Huff; and  
Rhonda Lester, Secretary.
2. Also present:  
Harvey Hart;  
James Baker, T&L;  
Rita Baker, T&L; and  
Katie Patton;
3. All the directors of The Russell County Public Service Authority being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.
4. Carter McGlothlin acted as Chairperson of the meeting and Rhonda Lester as Secretary of the meeting.
5. Harvey Hart opened the meeting with the Pledge of Allegiance followed by a prayer led by Cuba Porter
6. Approve Agenda -  
Motion to approve the agenda as read made by Chris Dye, seconded by Terry Powers, and unanimously adopted.
7. Minutes of the last meeting dated December 17, 2019 were reviewed and, upon motion duly made by Clifford Hess, seconded by Terry Powers, were unanimously adopted as read.
8. Public Comments: None
9. Harvey Hart, Interim Acting Director, presented to the meeting:
  - Bank Activity and Account Balances Reports
  - Profit and Loss Reports



- Outstanding Construction Receivables Report
- Systems Water Loss Reports

and upon motion made by Terry Powers, seconded by Clifford Hess, were unanimously adopted as presented.

10. Carter McGlothlin, Chairman presented to the meeting Past Due Customer Reports for Board review.

11. Rita Baker with Thompson & Litton presented to the meeting the following project updates from December 13, 2019 to date:

- GLADE HOLLOW/GLADE HILL WATER PROJECT

This project consists of replacing approximately 1.5 miles of old 2-inch galvanized line with a 8- inch and 6-inch line and adding fire protection to approximately 20 homes along with an additional area of Russell County that has approximately 20 homes of new service. VDH made an offer to the RCPSA, Coalfield Water Development Fund approved \$75,000, and SW VA W/WW awarded \$120,000. Still waiting on Loan Closing to be scheduled. As of 11/14/19, 2,120 LF of 8-inch water line had been installed in the Glade Hollow section. Bid opening of Materials was held on 12/13/19.

- NASH'S FORD/CLINCH MOUNTAIN ROAD

This project will be providing water service to approximately 58 customers. Applied to VDH at the end of March 2019. Received comments from VDH on this Application. Information was returned to VDH on 4/23/19. Waiting to hear if this Project receives funding from VDH.

- CREEK SIDE/EAGLES NEST /BOODY WATER LINE EXTENSION PROJECT

Received \$40,000 funding from Coalfield Water Development Fund. Verbal approval by VDH was given on 10/11/19. Materials are ordered. Received \$100,000 from SW VA WIWW for this project. During this reporting period, 150' of ¾" service line and 6 meters were installed. Pressure Testing and Bac T samples were taken and submitted to VDH who has approved for these customers to be placed into service. Some paving was completed. Lack final paving and clean up for this section. Design is underway for the remaining other two sections.

- MAINTENANCE

Dante – replaced 450' of 6" Poly Line

Belfast – Installed service meter

Upper Bearwallow – replaced 240' of 4" Poly Line

- CLEVELAND TRASH SITE/COUNTY

Crew cleared trees and poured concrete pad.



- BELFAST (RT. 603) - EXTENSION

This project received a grant from CWDF in the amount of \$125,000, and \$109,000 from SWVA W/WW Fund. Received approval from VDH and Soil Conservation for this Project. DHCD funding in the amount of \$630,000. Contract negotiation meeting w/DHCD was held on 11/13/19. CPPDC is working on completing items on the Environmental. Bid opening on materials was held 12/13/19. A meeting w/ DHCD is scheduled for 02/06/20.

- POTENTIAL WELLS

A meeting was held with VDH in Abingdon on April 6, 2017 to discuss the possibility of utilizing an existing well located at the old Elk Garden Elementary School into the existing lines in the Elk Garden Community. Drilling of a new well was discussed in the Green Valley area. The ability to use these wells, will reduce water purchase from Tazewell County and the Town of Lebanon respectfully. An initial meeting with Charles Rest was held regarding site approval.

- CLEVELAND METER REPLACEMENT (WSL-026-13)

Consists of 100 - 115 Meter Replacements, 3 - 4 street crossings, & well improvements. Categorical Exclusion expired. No working on until August 2019. No new update.

- CASTLEWOOD METER REPLACEMENT (WSL-028-14)

Consists of approximately 1,939 service meters & leak detection meters and telemetry. Meters have been installed, but some are not working properly. This project is not part of the expired categorical exclusion. Work can continue on this project. Project was scheduled for completion in October 2016. A meeting with Crossroads was held to discuss completion of this Project. Meeting w/Core & Main regarding meter issues on 10/14/19. No new update.

- SYSTEM IMPROVEMENTS PH I (WSL-027-17)

Consists of 900 feet of water line replacement along Memorial Drive, 1,700 feet raw water pipe for Sargent Springs WTP, will be placed above ground, 3 water pumps, and receptacles and transfer switches for generator connections at WTP. Force Account request was approved but will need resubmitted for RCPSA. Plans & Specs not submitted. VDH needs to know status of plans & specs and timeframe for completion. No new update.

- LAKE BONAVENTURE TO SOUTH CLINCHFIELD WL REPLACEMENT

Plans & Specs have been approved. Construction permit issued 7/26/17. Environmental has been approved. Force Account request was approved but will need to be resubmitted for the RCPSA. VDH is requesting copy of the bid documents to be submitted. Had requested from Crossroads earlier but did not receive. VDH put project on hold in November 2017. Once Force Account & Bid Documents are approved, Loan Closing/Construction can start on this project. No new update.

- EAGLE" S NEST

Waiting on engineering to complete the design for an altitude valve. No new update.



12. Carter McGlothlin, Chairman presented to the meeting and thereupon the following resolutions were offered.

**IT WAS RESOLVED THAT:**

- Motion to approve appointing Harvey Hart as Director of The Russell County Public Service Authority made by Chris Dye, seconded by David Edmonds, Jr., and unanimously adopted.
- Motion to approve the contract with Bradley Patton for Chief Operator of the Wastewater and Water Treatment Facilities with revisions made to number 19 stating that the Contractor will work under the direction of the Client's Director and report all major issues to the Client's Director made by Chris Dye, seconded by Clifford Hess, and unanimously adopted.
- Motion to approve the Proposed Budget for 2020 made by Clifford Hess, seconded by Terry Powers, and unanimously adopted.
- The implementation of ServLine Water Leak Adjustment Insurance was tabled pending legal counsel review and will be visited at a later date.
- Motion to approve executing a RFP for Life, Short-Term Disability, and Long-Term Disability Insurance made by Chris Dye, seconded by Clifford Hess, and unanimously adopted.
- Motion to approve executing a RFP for Auditing Services made by Clifford Hess, seconded by Chris Dye, and unanimously adopted.
- Motion to executing a RFP for Bond Counsel Services made by Cuba Porter, seconded by Terry Powers, and unanimously adopted.
- Motion to executing a RFP for Engineering Services made by Terry Powers, seconded by David Edmonds, Jr., and unanimously adopted.
- Motion to approve Proposed Employee Pay Rate Increases Services made by Chris Dye, seconded by Joe Huff and unanimously adopted.

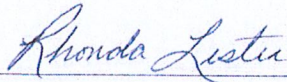
13. Old Business to Discuss: None

14. Matters presented by the Board: None



15. There being no further business to come before the meeting, a motion to adjourn at 7:36 PM was made by David Edmonds, Jr., seconded by Terry Powers, and duly approved by the Board of Directors. The next meeting is scheduled for February 18, 2020 at 6:00 PM.

Dated in the Commonwealth of Virginia on  
the 21st day of January 2020.

  
\_\_\_\_\_  
(Signature)

Secretary Name: Rhonda Lester

# **RUSSELL COUNTY PLANNING COMMISSION**

TELEPHONE: (276) 889-8000

## **AGENDA**

**February 17, 2020**

- I. Call to Order – Chairman Meadows
- II. Invocation
- III. Pledge of Allegiance
- IV. Approval of Agenda
- V. Minutes of January 20, 2020
- VI. New Business
- VII. Review of Plats
- VIII. Other Business
- IX. Adjourn



# Russell County Planning Commission

## January 20, 2020

The Russell County Planning Commission met on Monday, January 20, 2020 in the lobby of the Board of Supervisors' Meeting Room at the Russell County Government Center, 133 Highland Drive Lebanon VA.

### Members Present

Jack Compton

Dustin Keith

John Mason

Chairman Kirby Meadows

Mark A. Mitchell

Vice Chair Andy Smith

Roger Sword

Wayne Young

### Members Absent

Charlie Edmonds

### Others Present

Kevin Tiller Esq.

Crystal White

Chairman Kirby Meadows called the meeting to order at 6:30 p. m.

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by Vice Chair Andy Smith, seconded by John Mason.

January meeting minutes approved. Motion by Roger Sword, seconded by Dustin Keith.



## **New Business**

Chairman Meadows reported Oris Christian is new member of Planning Commission.

Roger Sword reported on IDA activities, stated the IDA has been very active.

Mark A. Mitchell reported on Town of Lebanon activities.

## **Review of Plats**

Reviewed 12/17/2019 – 01/20/2020 transactions.

## **Other Business**

Dustin Keith said he had questions about GIS availability to citizens. Discussion ensued. Additional discussion next month.

John Mason brought up Russell County Board of Supervisors Facebook page about Noise and Litter Ordinance.

Meeting adjourned. Motion by Wayne Young, seconded by Mark A. Mitchell.

---

Kirby Meadows, Chairman

Attest:

---

Mark A. Mitchell, Secretary



## **RUSSELL COUNTY PLANNING COMMISSION**

**DECEMBER 17, 2019- JANUARY 20, 2020**

1. Darlene Jackson 3.802 AC to Ricky Roark to be added to his 1.03 AC tract. New acreage 4.112 AC  
Remaining acreage 4.318 AC Adjoining Land Owner Knob Lane
2. Patty & Kenneth Hubbard Boundary Survey of 1.878 AC, 1.998 AC, and .710 AC Swords Creek RD
3. Oris Keen .980 AC Boundary Survey Swords Creek RD
4. Gordon and Glenda Golob Trustees of the C & G Family Revocable Trust Boundary line adjustment  
New acreages .902 AC and 1.551 AC Artrip RD



# **Russell County Planning Commission**

## **December 16, 2019**

The Russell County Planning Commission met on Monday, December 16, 2019 in the lobby of the Board of Supervisors' Meeting Room at the Russell County Government Center, 133 Highland Drive Lebanon VA.

### Members Present

Jack Compton

Charlie Edmonds

Harry Ferguson

Dustin Keith

John Mason

Chairman Kirby Meadows

Mark A. Mitchell

Roger Sword

Wayne Young

### Members Absent

Vice Chair Andy Smith

### Others Present

Kevin Tiller Esq.

Crystal White

Chairman Kirby Meadows called the meeting to order at 6:30 p. m.

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by Jack Compton, seconded by Charlie Edmonds.

November meeting minutes approved. Motion by Roger Sword, seconded by Harry Ferguson.

**New Business**

Discussion about exempt lot in Spring City of Jeff Buchanan.

Discussion about Miller Partition Deed. Exempt by greater than 6 acres.

**Review of Plats**

Reviewed 11/19/2019 – 12/16/2019 transactions.

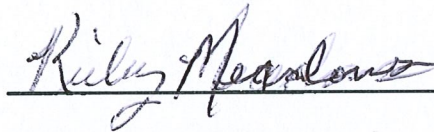
**Other Business**

Delinquent Tax Sale

Discussion about subdivision of Willis property.

Chairman thanked Harry Ferguson for his service.

Meeting adjourned.

A handwritten signature in cursive script, reading "Kirby Meadows", is written over a horizontal line.

Kirby Meadows, Chairman

Attest:

---

Mark A. Mitchell, Secretary



# RUSSELL COUNTY CONFERENCE CENTER

January 1, 2020

The following is a list of the Russell County Conference Center events for the month of January.

Date	Event	Event Type	Space
01/02/20	50 <sup>th</sup> Wedding Anniversary Melissa Perkins	Individual Event	Half \$100
01/03/20	Wedding and Reception Derick Bowman	Individual Event	Full \$135
01/04/20	Sweet Sixteen Birthday Party Amy Smith	Individual Event	Full \$135
01/05/20	Birthday Party Amanda Music Hale	Individual Event	Full \$140
01/06/20	People INC Staff Wellness Event Juanita Perkins	Individual Event	Full \$135
01/17/20	Birthday Party Regan Senter	Individual Event	Full \$125
01/18/20	Baby Shower Angie Arwood	Individual Event	Half \$100
01/19/20	Birthday Party Debbie Smith	Individual Event	Half \$100
01/26/19	Taylor Gender Reveal Jordon Taylor	Individual Event	Half \$100



01/27/19	Mountain Movers Kevin Blankenship	Community Event	Full Free \$125
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**(Total: \$1,195.00)**

- \$125

**Final Total = \$ 1,070**



# Russell County Health & Fitness

## Membership

2019

2020

	February	March	April	May	June	July	August	September	October	November	December	January
Members / Class	235	255	257	233	198	183	178	175	169	184	192	228
Pay Per Class	7	17	7	3	3	5	0	0	2	3	3	3
Total Engagement	242	272	264	236	201	188	178	175	171	187	195	231

## Sales

Sales Month to Date *	\$ 4,517.00	\$ 4,700.00	\$ 4,090.00	\$ 3,362.00	\$901.00	\$830.00	\$653.00	\$418.00	\$398.00	\$1,069.00	\$752.00	\$1,231.50
Silver Sneakers			\$ 230.00	345	\$362.50	\$250.00	\$230.00	\$232.50	\$227.50	\$252.50	\$215.00	\$205.00
			\$ 4,320.00	\$ 3,707.00	\$1,263.50	\$1,080.00	\$883.00	\$650.50	\$625.50	\$1,321.50	\$967.00	\$1,436.50

## Payroll

Instructor/Trainer Payroll	\$1,530.00	\$1,320.00	\$1,470.00	\$1,345.00	\$1,285.00	\$825.00	\$1,005.00	\$960.00	\$810.00	\$1,035.00	\$990.00	\$735.00
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\* Reporting from 12/21/2019 - 1/22/2020

\* SALES NOW REFLECT CASH AND CHECKS COLLECTED BY THE FITNESS CENTER ONLY \*



THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMISSION MET AT THE BONANZA RESTAURANT IN LEBANON VIRGINIA ON JANUARY 14TH 2020

**MEMBERS & GUEST PRESENT**

EUGENE FERGUSON    TONY MAXFIELD    TIM LOVELACE    Linda Cross    Johnny Jessee  
Henry Stinson        GARY DOTSON    Barbara Cox    Carl Rhea    Henry Kinzer

**GUARD RAILS**

1-GUARD RAILS REPLACED AS DAMAGED

**SHOULDER REPAIR AND POT HOLE**

- 1-Rt 745 shotgun hollow 6 to 8 large pot holes
- 2-RT 662 ONE FOURTH MILE NEAR SPRING CITY NEEDS RIP RAP
- 3-Rt 646 Finney trash site pipe stopped up possibility needs a longer pipe
- 4-Rt 613/58 just off Rt. 58 at parking lot ASPHALT has broken off causing vehicle problems. Gravel has been pulled up against pavement
- 5- Laurel Br. Bridge needs to be resurfaced scheduled to be replaced
- 6-Rt 19S/949 needs warning signs of intersection or/and watch vehicle turn
- 7-Rt 645 ruff spot in asphalt needs new patch
- 8-Rt 645 asphalt coming off in curve needs new patch
- 9-Rt 67S pavement broke off just before RT 67 in a steep curve
- 10-Rt 620 one mile up out of Finney pavement broken off needs pipe and filled
- 11-Laurel Branch off Drill Road highway broken off
- 12- Rt71 Industrial Park needs a no thur traffic sign installed
- 13-Rt 640 Glade Hollow three large pot holes near the pool supply

**SCHOOL BUS SAFETY AND OTHER CONCERNS**

- 1-Rt 635 Horton Ridge needs a school bus stop warning sign installed in a sharp curve one half mile off Rt. 67
- 2- Rt.19 N / RT 80 INTERSECTION LINES NOT VISIBLE FOR TRAFFIC LANES
- 3- Rt.606 Ridgeway check drain pipe to see if stopped up ¼ mile off Rt. 71S



**ITEMS REPORTED CORRECTED**

1-Rt. 58E two dead trees leaning on the high wall just past Quarry Road have been removed

**FUTURE MAJOR SAFETY PROJECT**

1-RT 627 DANTE SAWMILL HOLLOW CURVE NEEDS WIDENED AT THE UPPER END NEAR THE BALLFIELD and also the one lane road near the R.R tracks TO HANDLE ANTICIPATED HEAVY TRAFFIC TO A CAMP SITE

2- Rt. 71S/Molls Creek needs bank scaled back for visibility

3-RT 58 CASTLEWOOD NEAR THE FAIRGROUND EXIT MEDIAN NEEDS TO BE LOWERED FOR BETTER VISIBILITY

4-58W CASTLEWOOD AT THE TRAFFIC LIGHTS ROAD HOOVES UP THAT COULD CAUSE A POTENTIAL HAZARD CONDITION. PAVING SCHEDULED IN 2021 WILL BE FIXED THEN

5Rt.67/796 near L&M Robinson Ridge Rd. blind curve needs flashing lights on each end of curve for school bus safety

6-Rt. 71s / 604 Molls Creek INTERSECTION needs bank scaled back for visibility – instead a stop bar will be installed and brush to be keep trimmed

7-Rt. 80 from the doubles to Rt. 19 needs a passing lane installed

**COMMISIOM MEMBER INFROMATION**

Barbara COX	971 1502	JOHNNY JESSEE	889 1563
LINDA CROSS	794 7618	TIM LOVELACE	971 0367
GARY DOTSON	7 62 9803	TONY MAXFIELD	254 2492
EUGENE FERGUSON	971 1738	MIKE O’QUINN	701 7086
CARL RHEA	2543810	HENRY STINSON	873 4905
EMORY ALTIZER	880 1058		

**NEXT MEETING WILL BE FEBRUARY 11<sup>TH</sup> 2020 WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICAPTION**

**SAFETY IS A COMMITMENT!!!!!!!!!!!!!!PREPARED BY GARY DOTSON**



## Cannery Revenue Report FY 2019/2020

### Castlewood

Month	Resident Customers	OutofCounty Customers	Combined Revenues	Resident Customers	Cans Used	Glass Jars	Non-Resident Customers	Cans Used	Glass Jars
July	15	3	\$ 585.00	\$ 410.05	190	784	\$ 174.95	0	469
August	24	10	\$ 1,667.80	\$ 713.65	425	1254	\$ 954.15	537	711
September	13	13	\$ 955.40	\$ 282.95	115	782	\$ 672.45	184	992
October	15	18	\$ 1,676.20	\$ 531.20	263	1290	\$ 1,145.00	0	2293
November	5	10	\$ 957.85	\$ 203.45	39	381	\$ 754.40	0	1802
December	11	3	\$ 513.90	\$ 296.70	175	444	\$ 217.20	0	396
January			\$ -	\$ -			\$ -		
<b>Total</b>	<b>83</b>	<b>57</b>	<b>\$ 6,356.15</b>	<b>\$ 2,438.00</b>	<b>1207</b>	<b>4935</b>	<b>\$ 3,918.15</b>	<b>721</b>	<b>6663</b>

### Honaker

Month	Resident Customers	OutofCounty Customers	Combined Revenues	Resident Customers	Cans Used	Glass Jars	Non-Resident Customers	Cans Used	Glass Jars
July	12	4	\$ 648.80	\$ 444.65	302	479	\$ 204.15	114	123
August	23	1	\$ 583.00	\$ 558.50	236	1437	\$ 24.50	0	70
September	20	1	\$ 463.70	\$ 404.15	139	1315	\$ 59.55	0	108
October	23	9	\$ 798.10	\$ 554.80	457	1129	\$ 243.30	0	378
November	8	7	\$ 257.75	\$ 88.05	24	343	\$ 48.40	0	148
December	10	4	\$ 283.40	\$ 209.35	100	549	\$ 74.05	0	201
January			\$ -	\$ -			\$ -		
<b>Total</b>	<b>96</b>	<b>26</b>	<b>\$ 3,034.75</b>	<b>\$ 2,259.50</b>	<b>1258</b>	<b>5252</b>	<b>\$ 653.95</b>	<b>114</b>	<b>1028</b>

<b>Season Totals</b>	<b>Combined Revenues</b> \$ 9,390.90	<b>Total Resident</b> \$ 4,697.50	<b>Total Cans</b> 2465	<b>Total Jars</b> 10187	<b>Total Non-Resident</b> \$ 4,572.10	<b>Total Cans</b> 835	<b>Total Jars</b> 7691
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Total Cans Used: 3,300 Total Glass Jars Used: 17,878



**RUSSELL COUNTY BUILDING DEPARTMENT  
DILAPIDATED STRUCTURE/HOUSE ORDINANCE**

NAME: WARREN & LESHA KISER  
ADDRESS: 4478 RED OAK RIDGE RD. CASTLEWOOD, VA 24224

TAX MAP ID. 158 R SB 1831

EVALUATION DATE: 11/21/2017  
NOTIFICATION DATE: 04/11/2018  
PUBLIC NOTICE: 04/18/18--04/25/18

PROPERTY OWNER RESPONSE 5/1/18

5/1/18: Property owner(s) contacted the RCBO to request an extension of time to bring property into compliance due to work schedule.

6/4/18 Property owner(s) stated they are working on cleanup

7/25/18 Ms. Kiser contacted the RCBO, updated on progress, stated they were experiencing delays to work schedule and weather.

8/27/18 Follow up visit conducted by RCBO, could not see progress on compliance efforts. 2nd notice to be issued to property owner(s).

9/28/18 Ms. Kiser contacted RCBO, reported progress is continuing to be made on site.

12/11/18 Ms. Kiser contacted RCBO, reported progress is continuing to be made on site.

2/19/19 Follow up visit by RCBO, progress appears to have ceased. Building Official is set to appear before the Russell County Board of Supervisors to present findings and discuss further actions to be taken by the county. Follow up correspondence has been sent to the property owner(s), via Certified Mail.

3/22/19 Return receipt of certified letter sent property owner(s), received by RCBO.

4/25/19 No further response from property owner(s).

5/23/2019 No response from property owner(s) to report, RCBO requests direction from RCBOS, on to how to proceed.

6/19/2019: As of the current date, there has been no response from the property owner. A follow up letter is being issued to encourage the property owner to communicate with the RCBO.

07/22/2019 As of the current date, there has been no response from the property owner. A follow up letter was issued on 6/19/2019, to encourage the property owner to communicate with the RCBO. The RCBO received the return card showing the certified letter had been delivered, with no response from the property owner



**RUSSELL COUNTY BUILDING DEPARTMENT  
DILAPIDATED STRUCTURE/HOUSE ORDINANCE**

09/25/2019: As of the current date, there has been no response from the property owner. A follow up letter was issued on 6/19/2019, to encourage the property owner to communicate with the RCBO. The RCBO received the return card showing the certified letter had been delivered, with no response from the property owner

09/25/2019: RCBO requests direction from RCBOS, on to how to proceed.

10/29/2019: RCBO requests direction from RCBOS, on to how to proceed.

11/18/2019: RCBO requests direction from RCBOS, on to how to proceed.

12/19/2019: RCBO requests direction from RCBOS, on to how to proceed

01/23/2020: RCBO requests direction from RCBOS, on how to proceed.





Russell County Building Department  
137 Highland Dr.  
Lebanon, VA 24266  
Phone: 276-889-8012  
Fax: 276-889-8009  
build@russellcountyva.us  
Mickey L. Rhea – Building Official

**2<sup>nd</sup> NOTIFICATION**

June 19, 2019

Warren & Leasha Kiser  
4478 Red Oak Ridge Rd.  
Castlewood, VA 24224

**RE: Dilapidated House/Structure**  
**Location: 4478 Red Oak Ridge Rd. Castlewood, VA 24224**  
**Tax Map I.d. # 158 R SB 1831**

Dear Mr. & Mrs. Kiser,

This letter is in reference to the above listed property that has been determined to be in violation of the Russell County Dilapidated Building/Structure Ordinance. An initial observation on the property was conducted on November 21, 2017. On July 25, 2018, you contacted this office to obtain an extension of time to complete the remainder removal of the structure.

Several observation visits were conducted through-out the final months of 2018 and a final follow-up observation of the property was conducted on February 19, 2019, and per this visit, it is my determination that progress on the removal of the structure and debris, has not been met.

Please be advised that this letter is to inform you that due to the extensive amount of time given and the lack of significant progress, I will be appearing before the Russell County Board of Supervisors to present a report on these findings on July 1, 2019 and to also gain direction from them to initiate further legal action regarding this matter.

If you have any questions, please contact me at my office.

Sincerely,

Mickey L. Rhea  
Building Code Official



**RUSSELL COUNTY BUILDING DEPARTMENT  
DILAPIDATED STRUCTURE/HOUSE ORDINANCE**

NAME: MARTIN & REBECCA BELLAMY  
ADDRESS: 6594 DANTE RD. DANTE, VA 24237

TAX MAP ID. 159 R IC 2253

EVALUATION DATE: 6/27/2018  
NOTIFICATION DATE: 7/5/2018  
PUBLIC NOTICE: 08/08/18-08/15/18

PROPERTY OWNER RESPONSE No Response

- 1/4/2019 RCBO and his office have exhausted all notification efforts in contacting Property Owner
- 2/13/2019 RCBO requests recommendations from the Russell County Board of Supervisors on how to proceed
- 03/15/19 RCBO requests recommendations from the Russell County Board of Supervisors on how to proceed
- 4/1/2019 RCBO and his office have exhausted all notification efforts in contacting Property Owner
- 5/23/2019 RCBO requests direction from RCBOS on how to proceed.
- 6/19/2019 RCBO has not been able to make contact with property owner and asks the RCBOS to advise on how to proceed from this point forward.
- 09/25/2019: RCBO has been unable to make contact with property owner and asks the RCBOS to advise on how to proceed from this point forward.
- 10/29/2019: RCBO has been unable to make contact with property owner and asks the RCBOS to advise on how to proceed from this point forward.
- 11/18/2019: RCBO requests direction from RCBOS, on to how to proceed.
- 12/19/2019: RCBO requests direction from RCBOS, on to how to proceed
- 01/23/2020: RCBO requests direction from RCBOS , on how to proceed.



**RUSSELL COUNTY BUILDING DEPARTMENT  
DILAPIDATED STRUCTURE/HOUSE ORDINANCE**

NAME: TIM & RENDY HALE  
ADDRESS: 192 LOWER BEAR WALLOW RD. DANTE, VA 24237

TAX MAP ID. 159 R 2189

EVALUATION DATE: 6/22/2018  
NOTIFICATION DATE: 7/5/2018  
PUBLIC NOTICE: 08/08/18-08/15/18

PROPERTY OWNER RESPONSE 7/25/2018

7/25/2018 Ms. Hale contacted the RCBO, stated that she was working on cleaning up property Due to work and trying to find assistance in hauling/removing debris, the remainder of the cleanup.

10/26/2018 RCBO granted a 30 day extension to continue to work on site.

12/3/2018 Ms. Hale contacted the RCBO, requested an additional extension to continue to work on the site. RCBO, Rhea, granted the extension.

2/19/2019 Follow-up visit conducted by RCBO, progress appears to have ceased. RCBO is set to appear before the Russell County Board of Supervisors, to present findings and discuss further actions to be taken by the county. Follow-up correspondence has been sent to property owner, via certified mail.

2/25/2019 Follow-up notification letter was returned to the RCBO , stating owner had moved and no forwarding address was available.

4/25/2019 RCBO requests recommendations from Russell County Board of Supervisors on how to proceed from this point.

5/23/2019 RCBO requests direction from RCBOS on how to proceed.

6/19/2019 RCBO has been unable to make contact with property owner, RCBO asks the RCBOS to advise on how to proceed from this point forward.

09/25/2019: RCBO has been unable to make contact with property owner, RCBO asks the RCBOS to advise on how to proceed from this point forward.

10/29/2019: RCBO has been unable to make contact with property owner, RCBO asks the RCBOS to advise on how to proceed from this point forward.

11/18/2019: RCBO requests direction from RCBOS, on to how to proceed.

12/19/2019: RCBO requests direction from RCBOS, on to how to proceed

01/23/2020: RCBO requests direction from RCBOS, on how to proceed.



## Animal Shelter Report

February 2020

Animal Control answered 100 calls for service.

- 9 Dogs owners reclaimed
- 14 Dogs adopted
- 44 Dogs transferred to rescue

# Library Board of Trustees Meeting



Members Present			Members Absent
Judy Ashbrook	Yvonne Dye	Ann Monk	Sherry Lyttle Sharon VanDyke
Susan Breeding	Karen Herndon	Sharon Sargent	
Karen Davis			

Chair Karen Herndon called the meeting to order 17 December 2019 at 5:01 pm.

**Minutes:** Judy Ashbrook made and Sharon Sargent seconded a motion to approve the minutes as distributed; motion passed.

**Financial:** Susan Breeding made and Ann Monk seconded a motion to approve the bills; motion passed.

**Staff Reports:** Kelly McBride Delph reviewed the Programs, Activity, and Director's Reports.

**Unfinished Business:** Judy Ashbrook made and Susan Breeding seconded a motion to approve the Professional Development and Continuing Education Policy; motion passed.

**New Business:**

**Review and Summary:** Next month budget committee & preparation.

Karen Davis made and Ann Monk seconded a motion to adjourn.

Respectfully submitted,

Kelly McBride Delph