

RUSSELL COUNTY
BOARD OF SUPERVISOR’S MEETING
AGENDA – MAY 4, 2020

Board Room

Regular Meeting

5:00 PM

Russell County Governmental Center
Lebanon, Virginia 24266



The Russell County Board of Supervisors Meetings will be held pursuant to the Russell County Emergency Ordinance of April 6, 2020 to allow for the Continuity of Government Operations During the Pandemic, including Altering the Process for Conducting Public Meetings; Restricting the Use of Public Buildings or Facilities; Providing Additional Powers to the Director of Emergency Management to Incur Costs, Waive Procedures, and Take Other Temporary Actions; and Suspending Deadlines and Procedures.

CALL TO ORDER – Clerk of the Board

ROLL CALL – Clerk of the Board

EXECUTIVE SESSION (CLOSED) – Legal & Personnel Matters
(SCHEDULED ONE HOUR BEFORE REGULAR BOS MEETING -- REGULAR BOS MEETING BEGINS AT 6 P.M.)

INVOCATION – Chairperson

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

APPROVAL OF AGENDA

PUBLIC HEARING

1. Russell County Fiscal-Year 2020/2021 Budget Public Hearing

NEW BUSINESS

1. Approval of Minutes. Consider approval of the minutes of the following meeting of the Russell County Board of Supervisors.....A-1

- a. Unapproved minutes of April 6, 2020
- b. Unapproved minutes of April 28, 2020

- 2. Approval of Expenditures. Consider approval of expenditures presented for payment.....A-2

CITIZEN’S COMMENT PERIOD

- Russell County Residents can participate in citizen’s comment by phone. (Limited to 3 minutes).

United States: +1 (872) 240-3212
 Access Code: 837-470-693#

- Board of Supervisor’s Lobby.
Due to Coronavirus (COVID-19) - Citizen Comment Period will be guided by Executive Order Fifty-Three Restrictions issued on March 23, 2020 concerning community spread and person-to-person interactions will be limited to the Ten (10) Person Only Ban though Video/Audio/ Electronic Methods and limited to 3 minutes per person.

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS

- 1. Continuity of Government Emergency Ordinance.....B-1
- 2. Courthouse Project Management Services Contract.....B-2
- 3. CPWMA User Agreement.....B-3
- 4. Personnel Policy Update.....B-4

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

- 1. RC Landfill 258 & 515 Groundwater/Gas Closures.....C-1

REQUESTS

- 1. CDBG Planning Grant – Cleveland Sewer Treatment Plant Upgrade.....C-2
- 2. VT CDAC Letter of Confirmation for U.S. Environmental Protection Agency’s (EPA) Brownfields Assessment Grant.....C-3
- 3. Russell County Sheriff & Washington County Sheriff Mutual Aid and Cooperation Agreement for Law Enforcement Services (2020-2023).....C-4

- 4. Russell County Sheriff & Buchanan County Sheriff Mutual Aid and Cooperation Agreement for Law Enforcement Services (2020-2023).....C-5
- 5. CPRHA Five-Year Action Plan & Annual Environmental Review Plan.....C-6
- 6. Lebanon Elementary School Wall Repair ContractC-7
- 7. Honaker School Property Transfer Public Hearing.....C-8

MATTERS PRESENTED BY THE BOARD

ADJOURNMENT

COUNTY AGENCY / BOARD REPORTS:

- Treasurer’s Report.....D
- RC IDAE
- RC PSAF
- RC Tourism.....G
- RC Planning CommissionH
- Conference Center.....I
- RC Fitness Center.....J
- RC Transportation & Safety.....K
- RC Cannery Reports.....L
- RC Building Inspector.....M
- RC Litter Report.....N

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), (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

Action Item
Presenters - Chairperson

Meeting: 5/4/20 6:00 PM

Public Hearing

1. Russell County Fiscal-Year 2020/2021 Budget Public Hearing

Staff Recommendation:

Board Discretion.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- FY 20/21 Proposed County Budget



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-1
Presenter: Chairperson

Meeting: 5/4/20 6:00 PM

Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of April 6, 2020**
- **Unapproved minutes of April 28, 2020**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

April 06, 2020

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, April 06, 2020 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
Oris Christian
Rebecca Dye

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

Absent: None

Invocation by the Chairperson, followed by the Pledge of Allegiance to the Flag.

APPROVAL OF THE AGENDA

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

The vote was:

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

County Attorney Reports and Requests

The County Attorney asked that the Board to approve an Ordinance to allow for the continuation of government during the Corona Virus pandemic.

APPROVAL OF AN ORDINANCE FOR THE CONTINUITY OF GOVERNMENT OPERATIONS

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve an Ordinance for the Continuity of Government Operations during the Corona Virus pandemic.

The vote was:

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

New Business

APPROVAL OF THE MARCH 02, 2020 MINUTES

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve the March 02, 2020 minutes and dispense with the reading thereof.

The vote was:

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

APPROVAL OF THE MARCH 17, 2020 MINUTES

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to approve the March 17, 2020 minutes and dispense with the reading thereof.

The vote was:

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

APPROVAL OF GENERAL COUNTY INVOICES

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$586,343.05, including reoccurring and withholdings.

The vote was:

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

The Chair opened citizens comment period, hearing none it was closed.

County Administrator Reports and Requests

APPROVAL OF AN ADDITIONAL \$24,107.30 FOR THE CSA

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to approve an additional allocation of \$24,107.30 for the CSA.

The vote was:

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

APPROVAL TO INTERVIEW CONTRACTORS FOR THE LEBANON ELEMENTARY SCHOOL PROJECT

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to move forward with interviews for the Lebanon Elementary School Project contract.

The vote was:

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

Nay: None

PUBLIC HEARING TO BE HELD ON THE FY 2020/2021 BUDGET

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to hold a public hearing on the FY 2020/2021 Budget on May 04, 2020 at 6:00 pm.

The vote was:

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

Nay: None

APPROVAL TO ADJOURN

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

The vote was:

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

Nay: None

Clerk of the Board

Chairperson

April 28, 2020

A special called meeting of the Russell County Board of Supervisors was held on Tuesday, April 28, 2020 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 (GoToMeeting):

Tim Lovelace
Lou Wallace
Carl Rhea
David Eaton
Steve Breeding, Vice Chairman
Rebecca Dye, Chairperson
Oris Christian

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

Absent:

None

Invocation by Chairperson Rebecca Dye, followed by the Pledge of Allegiance to the Flag.

APPROVAL OF THE AGENDA

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

The vote was:

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

Nay: None

New Business

APPROVAL OF A 21ST CENTURY GRANT FOR LEBANON HIGH SCHOOL

Motion made by Steve Breeding, second Carl Rhea and duly approved by the Board of Supervisors to approve a 21st Century After School Program Grant in the amount of \$140,500 for Lebanon High School.

The vote was:

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

Nay: None

APPROVAL OF A 21ST CENTURY GRANT FOR CASTLEWOOD HIGH SCHOOL

Motion made by Steve Breeding, second Carl Rhea and duly approved by the Board of Supervisors to approve a 21st Century After School Program Grant in the amount of \$139,000 for Castlewood High School.

The vote was:

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

Nay: None

APPROVAL TO ADJOURN

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

The vote was:

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

Nay: None

Clerk of the Board

Chairperson



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-2
Presenter: Chairperson

Meeting: 5/4/20 6:00 PM

Approval of Expenditures

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

STAFF RECOMMENDATION(s):

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

SUGGESTED MOTION(s):

Motion to approve County's April 2020 Monthly Expenditures.

ATTACHMENTS:

- April 2020 Monthly Expenditures

DUE DATE	INV. DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
5/04/2020	3/27/2020	002615 A & A ENTERPRIS	66632		576.95	576.95	4100-031020-5410-	-
5/04/2020	4/07/2020	002615 A & A ENTERPRIS	66756		156.00	156.00	4100-031020-5410-	-
5/04/2020	4/07/2020	002615 A & A ENTERPRIS	66757		538.85	538.85	4100-031020-5410-	-
5/04/2020	4/16/2020	002615 A & A ENTERPRIS	66860		343.00	343.00	4100-031020-5410-	-
					1,614.80	1,614.80 *		
5/04/2020	4/27/2020	004568 ADDINGTON OIL C	112736		1,895.58	1,895.58	4100-042400-5408-	-
					1,895.58	1,895.58 *		
5/04/2020	4/08/2020	004681 ADVANCED NETWOR	51734	10	973.85	973.85	4100-073010-5414-	-
					973.85	973.85 *		
5/04/2020	3/24/2020	004682 ADVANTAGE MICRO	1069736	10	999.80	999.80	4100-073010-5414-	-
					999.80	999.80 *		
5/04/2020	3/23/2020	003754 AMAZON	435657443876	10	22.99	22.99	4100-073010-5411-	-
5/04/2020	3/26/2020	003754 AMAZON	454744954983	10	17.99	17.99	4100-073010-5414-	-
5/04/2020	3/15/2020	003754 AMAZON	657468954443	10	22.95	22.95	4100-073010-5411-	-
5/04/2020	4/13/2020	003754 AMAZON	757458495748	10	19.95	19.95	4100-073010-5411-	-
5/04/2020	4/06/2020	003754 AMAZON	794375443936	10	42.94	42.94	4100-073010-5411-	-
5/04/2020	4/08/2020	003754 AMAZON	796479468439	10	.03-	.03-	4100-073010-5411-	-
					126.79	126.79 *		
5/04/2020	4/22/2020	004674 AMERIGAS	3105823674		729.50	729.50	4100-043020-5102-	-
					729.50	729.50 *		
5/04/2020	4/15/2020	000046 AT & T	04152020		56.04	56.04	4100-031020-5203-	-
5/04/2020	4/15/2020	000046 AT & T	04152020		45.23	45.23	4100-031020-5203-	-
					101.27	101.27 *		
5/04/2020	3/24/2020	001956 BAKER AND TAYLO	5016094425	10	16.21	16.21	4100-073010-5411-	-
5/04/2020	3/24/2020	001956 BAKER AND TAYLO	5016094426	10	32.52	32.52	4100-073010-5411-	-
5/04/2020	3/24/2020	001956 BAKER AND TAYLO	5016094427	10	22.96	22.96	4100-073010-5411-	-
5/04/2020	3/24/2020	001956 BAKER AND TAYLO	5016094428	10	13.09	13.09	4100-073010-5411-	-
5/04/2020	3/24/2020	001956 BAKER AND TAYLO	5016094429	10	11.44	11.44	4100-073010-5411-	-
5/04/2020	3/26/2020	001956 BAKER AND TAYLO	5016104408	10	14.05	14.05	4100-073010-5411-	-
5/04/2020	3/26/2020	001956 BAKER AND TAYLO	5016104409	10	30.79	30.79	4100-073010-5411-	-
5/04/2020	3/26/2020	001956 BAKER AND TAYLO	5016104410	10	114.20	114.20	4100-073010-5411-	-
5/04/2020	4/02/2020	001956 BAKER AND TAYLO	5016111659	10	16.75	16.75	4100-073010-5411-	-
5/04/2020	4/02/2020	001956 BAKER AND TAYLO	5016111660	10	16.75	16.75	4100-073010-5411-	-
5/04/2020	4/02/2020	001956 BAKER AND TAYLO	5016111661	10	14.58	14.58	4100-073010-5411-	-
					303.34	303.34 *		
5/04/2020	3/25/2020	004494 BENTLEY DISTRIB	265735		31.77	31.77	4100-012090-5401-	-
5/04/2020	3/25/2020	004494 BENTLEY DISTRIB	265735		31.77	31.77	4100-012010-5401-	-
5/04/2020	3/25/2020	004494 BENTLEY DISTRIB	265735		31.77	31.77	4100-034010-5401-	-
5/04/2020	3/25/2020	004494 BENTLEY DISTRIB	265735		31.77	31.77	4100-012130-5401-	-
5/04/2020	3/25/2020	004494 BENTLEY DISTRIB	265735		31.67	31.67	4100-043020-5405-	-
					158.75	158.75 *		
5/04/2020	4/18/2020	000052 BLEVINS SEPTIC	34179		510.00	510.00	4100-042010-5413-	-
					510.00	510.00 *		
5/04/2020	3/20/2020	004161 BREEDING, CRYST	03202020		30.00	30.00	4100-072030-3009-	-
					30.00	30.00 *		
5/04/2020	3/24/2020	004614 BROWN, CARLA	03242020		165.00	165.00	4100-072030-3009-	-
					165.00	165.00 *		
5/04/2020	3/31/2020	002290 C W WILLIAMS	626788		598.88	598.88	4100-031020-5408-	-
					598.88	598.88 *		
5/04/2020	3/31/2020	004683 CAROLINA BIOLOG	51010155 RI	10	24.17	24.17	4100-073010-5401-	-
					24.17	24.17 *		
5/04/2020	4/29/2020	004660 CHRISTIAN, ORIS	04292020		332.00	332.00	4100-011010-5501-	-
					332.00	332.00 *		
5/04/2020	4/06/2020	004450 CINTAS CORPORAT	4047274285		44.16	44.16	4100-043020-3008-	-
5/04/2020	4/09/2020	004450 CINTAS CORPORAT	4047652638		75.91	75.91	4100-043020-3008-	-

DUE DATE	INV. DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
5/04/2020	4/09/2020	004450 CINTAS CORPORAT	4047652774		30.28	30.28	4100-043020-3008-	- -
5/04/2020	4/09/2020	004450 CINTAS CORPORAT	4047652780		92.72	92.72	4100-043020-3008-	- -
5/04/2020	4/09/2020	004450 CINTAS CORPORAT	4047652803		70.16	70.16	4100-043020-3008-	- -
5/04/2020	4/09/2020	004450 CINTAS CORPORAT	4047652825		35.58	35.58	4100-043020-3008-	- -
5/04/2020	4/09/2020	004450 CINTAS CORPORAT	4047652888		239.78	239.78	4100-043020-3008-	- -
5/04/2020	4/20/2020	004450 CINTAS CORPORAT	4048438134		44.16	44.16	4100-043020-3008-	- -
5/04/2020	4/23/2020	004450 CINTAS CORPORAT	4048804981		35.58	35.58	4100-043020-3008-	- -
5/04/2020	4/23/2020	004450 CINTAS CORPORAT	4048805030		30.28	30.28	4100-043020-3008-	- -
5/04/2020	4/23/2020	004450 CINTAS CORPORAT	4048805045		41.87	41.87	4100-043020-3008-	- -
5/04/2020	4/23/2020	004450 CINTAS CORPORAT	4048805056		70.16	70.16	4100-043020-3008-	- -
5/04/2020	4/23/2020	004450 CINTAS CORPORAT	4048805082		92.72	92.72	4100-043020-3008-	- -
5/04/2020	4/23/2020	004450 CINTAS CORPORAT	4048805164		239.78	239.78	4100-043020-3008-	- -
5/04/2020	3/30/2020	004450 CINTAS CORPORAT	4046681563		44.16	44.16	4100-043020-3008-	- -
5/04/2020	4/02/2020	004450 CINTAS CORPORAT	4047052618		68.91	68.91	4100-043020-3008-	- -
5/04/2020	4/02/2020	004450 CINTAS CORPORAT	4047052682		87.26	87.26	4100-043020-3008-	- -
5/04/2020	4/02/2020	004450 CINTAS CORPORAT	4047052746		30.28	30.28	4100-043020-3008-	- -
5/04/2020	4/02/2020	004450 CINTAS CORPORAT	4047052750		70.16	70.16	4100-043020-3008-	- -
5/04/2020	4/02/2020	004450 CINTAS CORPORAT	4047052771		35.58	35.58	4100-043020-3008-	- -
5/04/2020	4/02/2020	004450 CINTAS CORPORAT	4047052791		92.72	92.72	4100-043020-3008-	- -
5/04/2020	4/02/2020	004450 CINTAS CORPORAT	4047052841		239.78	239.78	4100-043020-3008-	- -
5/04/2020	4/16/2020	004450 CINTAS CORPORAT	4048/227654		30.28	30.28	4100-043020-3008-	- -
5/04/2020	4/16/2020	004450 CINTAS CORPORAT	4048227440		68.91	68.91	4100-043020-3008-	- -
5/04/2020	4/16/2020	004450 CINTAS CORPORAT	4048227498		87.26	87.26	4100-043020-3008-	- -
5/04/2020	4/16/2020	004450 CINTAS CORPORAT	4048227580		70.16	70.16	4100-043020-3008-	- -
5/04/2020	4/16/2020	004450 CINTAS CORPORAT	4048227649		35.58	35.58	4100-043020-3008-	- -
5/04/2020	4/16/2020	004450 CINTAS CORPORAT	4048227732		124.72	124.72	4100-043020-3008-	- -
5/04/2020	4/27/2020	004450 CINTAS CORPORAT	4049003490		44.16	44.16	4100-043020-3008-	- -
					2,273.06	2,273.06 *		
5/04/2020	4/09/2020	004452 CRYSTAL SPRINGS	16983012 040920		49.84	49.84	4100-032050-7002-	- -
5/04/2020	4/09/2020	004452 CRYSTAL SPRINGS	16983012040920		109.54	109.54	4100-032050-7002-	- -
					159.38	159.38 *		
5/04/2020	4/17/2020	000172 CUMBERLAND MOUN	04172020		1,650.00	1,650.00	4100-021050-3002-	- -
					1,650.00	1,650.00 *		
5/04/2020	4/16/2020	000171 CUMBERLAND PLAT	173		71,238.80	71,238.80	4100-042010-3002-	- -
					71,238.80	71,238.80 *		
5/04/2020	4/12/2020	000183 DELL MARKETING	10385945597	10	3,881.36	3,881.36	4100-073010-5414-	- -
					3,881.36	3,881.36 *		
5/04/2020	3/18/2020	000193 DISCOUNT TIRE C	7877		34.00	34.00	4100-031020-5408-	- -
					34.00	34.00 *		
5/04/2020	3/23/2020	000198 DOMINION OFFICE	119140		157.00	157.00	4100-031020-5401-	- -
5/04/2020	3/31/2020	000198 DOMINION OFFICE	119423		25.51	25.51	4100-031020-5401-	- -
5/04/2020	4/16/2020	000198 DOMINION OFFICE	119842		41.89	41.89	4100-031020-5401-	- -
5/04/2020	4/17/2020	000198 DOMINION OFFICE	119882		79.98	79.98	4100-031020-5401-	- -
5/04/2020	4/16/2020	000198 DOMINION OFFICE	19852		25.27	25.27	4100-031020-5401-	- -
5/04/2020	3/05/2020	000198 DOMINION OFFICE	118314		42.90	42.90	4100-021060-5401-	- -
5/04/2020	3/12/2020	000198 DOMINION OFFICE	118679		42.90	42.90	4100-021060-5401-	- -
5/04/2020	3/17/2020	000198 DOMINION OFFICE	118868		42.90	42.90	4100-021060-5401-	- -
5/04/2020	4/08/2020	000198 DOMINION OFFICE	119642		34.99	34.99	4100-035050-5401-	- -
5/04/2020	4/08/2020	000198 DOMINION OFFICE	119644		79.80	79.80	4100-012010-5401-	- -
5/04/2020	4/09/2020	000198 DOMINION OFFICE	119667		159.96	159.96	4100-043020-5405-	- -
5/04/2020	4/13/2020	000198 DOMINION OFFICE	119667.1		79.98	79.98	4100-043020-5405-	- -
5/04/2020	3/17/2020	000198 DOMINION OFFICE	118865	10	2.59	2.59	4100-073010-5401-	- -
5/04/2020	3/30/2020	000198 DOMINION OFFICE	119437		52.00	52.00	4100-035050-5401-	- -
5/04/2020	4/24/2020	000198 DOMINION OFFICE	120069		12.34	12.34	4100-035050-5401-	- -
					880.01	880.01 *		

<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>
5/04/2020	4/01/2020	004027	DOORWAY SERVICE 15247		850.02	850.02	4100-043020-5407-	- -
					850.02	850.02 *		
5/04/2020	3/31/2020	003938	DRAPER ADEN ASS 2020030571		4,836.00	4,836.00	4100-042010-3090-	- -
					4,836.00	4,836.00 *		
5/04/2020	3/20/2020	000211	EDDIE'S TROPHIE 111422	10	21.50	21.50	4100-073010-5413-	- -
					21.50	21.50 *		
5/04/2020	4/03/2020	001445	FISHER AUTO PAR 397-253410		34.24	34.24	4100-043020-3004-	- -
					34.24	34.24 *		
5/04/2020	3/30/2020	000854	GALL'S, LLC 115367641		16.00	16.00	4100-031020-5409-	- -
5/04/2020	3/19/2020	000854	GALL'S, LLC 15294195		73.60	73.60	4100-031020-5409-	- -
					89.60	89.60 *		
5/04/2020	3/30/2020	002871	GIBSON ENTERPRI 10175		282.76	282.76	4100-042400-5413-	- -
					282.76	282.76 *		
5/04/2020	3/18/2020	004418	GILMER, ELLEN 03182020		15.00	15.00	4100-072030-3009-	- -
					15.00	15.00 *		
5/04/2020	4/20/2020	001862	GREAT AMERICA L 26887861		263.22	263.22	4100-012090-5401-	- -
					263.22	263.22 *		
5/04/2020	4/21/2020	003237	HIGHLANDS GLASS 24080		232.00	232.00	4100-094010-7060-	- -
5/04/2020	3/20/2020	003237	HIGHLANDS GLASS 23882		232.00	232.00	4100-094010-7060-	- -
5/04/2020	4/28/2020	003237	HIGHLANDS GLASS 24128		464.00	464.00	4100-094010-7060-	- -
					928.00	928.00 *		
5/04/2020	3/20/2020	004651	HONAKER, JENNIF 03202020		30.00	30.00	4100-072030-3009-	- -
					30.00	30.00 *		
5/04/2020	5/01/2020	002725	ID NETWORKS IDE 276087		2,996.00	2,996.00	4100-031020-3005-	- -
					2,996.00	2,996.00 *		
5/04/2020	4/23/2020	003866	INNOVATIVE TECH 2328		1,565.00	1,565.00	4100-094010-7060-	- -
5/04/2020	4/23/2020	003866	INNOVATIVE TECH 2332		1,852.50	1,852.50	4100-012300-3002-	- -
5/04/2020	4/23/2020	003866	INNOVATIVE TECH 2335		1,060.00	1,060.00	4100-094010-7060-	- -
5/04/2020	4/23/2020	003866	INNOVATIVE TECH 2349		37.50	37.50	4100-034010-5401-	- -
5/04/2020	4/23/2020	003866	INNOVATIVE TECH 2352		37.50	37.50	4100-035050-5401-	- -
5/04/2020	4/23/2020	003866	INNOVATIVE TECH 2353		76.00	76.00	4100-021030-5401-	- -
5/04/2020	4/23/2020	003866	INNOVATIVE TECH 2355		225.00	225.00	4100-042400-5413-	- -
					4,853.50	4,853.50 *		
5/04/2020	4/01/2020	004316	IWORQ SYSTEMS 192510		3,995.00	3,995.00	4100-012300-3005-	- -
					3,995.00	3,995.00 *		
5/04/2020	4/14/2020	003245	KENDALL ELECTRI S109070686.001		1,859.38	1,859.38	4100-043020-5407-	- -
5/04/2020	4/14/2020	003245	KENDALL ELECTRI S109070734.001		368.71	368.71	4100-042400-5407-	- -
					2,228.09	2,228.09 *		
5/04/2020	3/20/2020	000367	LEBANON BLOCK & 358257		4.80	4.80	4100-031020-5409-	- -
5/04/2020	3/24/2020	000367	LEBANON BLOCK & 358623		46.75	46.75	4100-031020-5409-	- -
5/04/2020	3/30/2020	000367	LEBANON BLOCK & 359560.		125.00	125.00	4100-031020-5409-	- -
5/04/2020	3/31/2020	000367	LEBANON BLOCK & 359742		13.92	13.92	4100-031020-5409-	- -
5/04/2020	3/18/2020	000367	LEBANON BLOCK & 03182020		26.99	26.99	4100-094010-7056-	- -
5/04/2020	3/20/2020	000367	LEBANON BLOCK & 0358160		18.14	18.14	4100-094010-7056-	- -
5/04/2020	3/02/2020	000367	LEBANON BLOCK & 355577		134.28	134.28	4100-094010-7056-	- -
5/04/2020	3/03/2020	000367	LEBANON BLOCK & 355652		4.69	4.69	4100-043020-5407-	- -
5/04/2020	3/03/2020	000367	LEBANON BLOCK & 355685		54.95	54.95	4100-094010-7056-	- -
5/04/2020	3/03/2020	000367	LEBANON BLOCK & 355693		49.98	49.98	4100-094010-7056-	- -
5/04/2020	3/05/2020	000367	LEBANON BLOCK & 355987		20.09	20.09	4100-094010-7056-	- -
5/04/2020	3/05/2020	000367	LEBANON BLOCK & 356125		3.98	3.98	4100-094010-7056-	- -
5/04/2020	3/10/2020	000367	LEBANON BLOCK & 356737		25.94	25.94	4100-043020-5407-	- -
5/04/2020	3/11/2020	000367	LEBANON BLOCK & 356808		15.50	15.50	4100-071040-5407-	- -
5/04/2020	3/11/2020	000367	LEBANON BLOCK & 356814		161.76	161.76	4100-042400-5407-	- -
5/04/2020	3/11/2020	000367	LEBANON BLOCK & 356852		12.04	12.04	4100-071040-5407-	- -
5/04/2020	3/11/2020	000367	LEBANON BLOCK & 356855		19.48	19.48	4100-043020-5407-	- -

DUE DATE	INV. DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
5/04/2020	3/17/2020	000367	LEBANON BLOCK & 357618		193.24	193.24	4100-031020-5409-	-
5/04/2020	3/17/2020	000367	LEBANON BLOCK & 357682		42.60	42.60	4100-042400-5407-	-
5/04/2020	3/17/2020	000367	LEBANON BLOCK & 357696		8.69	8.69	4100-071040-5407-	-
5/04/2020	3/17/2020	000367	LEBANON BLOCK & 357697.		22.73	22.73	4100-043020-5407-	-
5/04/2020	3/18/2020	000367	LEBANON BLOCK & 357769		11.65	11.65	4100-043020-5407-	-
5/04/2020	3/18/2020	000367	LEBANON BLOCK & 357772		26.21	26.21	4100-094010-7056-	-
5/04/2020	3/18/2020	000367	LEBANON BLOCK & 357783		6.33	6.33	4100-043020-5407-	-
5/04/2020	3/18/2020	000367	LEBANON BLOCK & 357802		102.95-	102.95-	4100-094010-7056-	-
5/04/2020	3/19/2020	000367	LEBANON BLOCK & 358019		9.95	9.95	4100-042400-5407-	-
5/04/2020	3/20/2020	000367	LEBANON BLOCK & 358116		36.07	36.07	4100-094010-7056-	-
5/04/2020	3/20/2020	000367	LEBANON BLOCK & 358134		50.71	50.71	4100-094010-7056-	-
5/04/2020	3/20/2020	000367	LEBANON BLOCK & 358135		144.95	144.95	4100-094010-7056-	-
5/04/2020	3/23/2020	000367	LEBANON BLOCK & 358392		6.65	6.65	4100-094010-7056-	-
5/04/2020	3/23/2020	000367	LEBANON BLOCK & 358399		31.03	31.03	4100-042400-5407-	-
5/04/2020	3/24/2020	000367	LEBANON BLOCK & 358615		12.45	12.45	4100-094010-7056-	-
5/04/2020	3/24/2020	000367	LEBANON BLOCK & 358657		3.39	3.39	4100-094010-7056-	-
5/04/2020	3/25/2020	000367	LEBANON BLOCK & 358768		92.71	92.71	4100-042400-5407-	-
5/04/2020	3/25/2020	000367	LEBANON BLOCK & 358841		17.90	17.90	4100-043020-5407-	-
5/04/2020	3/30/2020	000367	LEBANON BLOCK & 359428		26.15	26.15	4100-094010-7056-	-
5/04/2020	4/21/2020	000367	LEBANON BLOCK & 363585		560.90	560.90	4100-042400-5413-	-
					1,939.65	1,939.65 *		
5/04/2020	4/06/2020	003501	LIBRARICA 204124-103R	10	745.50	745.50	4100-073010-5411-	-
					745.50	745.50 *		
5/04/2020	4/10/2020	003901	LOU'S GLOVES 34904		237.00	237.00	4100-031020-5409-	-
					237.00	237.00 *		
5/04/2020	4/24/2020	000419	MCI 300076762		7.51	7.51	4100-032050-5203-	-
					7.51	7.51 *		
5/04/2020	3/19/2020	004145	MILLER, CYNTHIA 03192020		60.00	60.00	4100-072030-3009-	-
					60.00	60.00 *		
5/04/2020	10/31/2019	004271	MOTOROLA SOLUTI 160776352		585.20	585.20	4100-031020-7003-	-
					585.20	585.20 *		
5/04/2020	4/13/2020	002304	MUMPOWER SIGN S 289834		147.12	147.12	4100-031020-5408-	-
5/04/2020	4/14/2020	002304	MUMPOWER SIGN S 289836		1,010.00	1,010.00	4100-031020-5408-	-
					1,157.12	1,157.12 *		
5/04/2020	11/18/2019	000453	NATIONAL ASSOCI 260206		578.00	578.00	4100-011010-5801-	-
					578.00	578.00 *		
5/04/2020	1/28/2020	004511	NATIONAL TEST S 46493		675.00	675.00	4100-022010-5415-	-
					675.00	675.00 *		
5/04/2020	2/12/2020	003123	O'REILLY AUTO P 1943-341636		27.04	27.04	4100-031020-5408-	-
5/04/2020	2/17/2020	003123	O'REILLY AUTO P 1943-342257		3.99	3.99	4100-031020-5408-	-
5/04/2020	3/16/2020	003123	O'REILLY AUTO P 1943-346229		19.91	19.91	4100-031020-5408-	-
5/04/2020	3/18/2020	003123	O'REILLY AUTO P 1943-346419		26.24	26.24	4100-031020-5408-	-
5/04/2020	3/19/2020	003123	O'REILLY AUTO P 1943-346562		153.83	153.83	4100-031020-5408-	-
5/04/2020	3/27/2020	003123	O'REILLY AUTO P 1943-347649		70.66	70.66	4100-031020-5408-	-
5/04/2020	3/27/2020	003123	O'REILLY AUTO P 1943-347649.		119.09	119.09	4100-031020-5408-	-
5/04/2020	3/31/2020	003123	O'REILLY AUTO P 1943-348290		17.98	17.98	4100-031020-5408-	-
5/04/2020	3/30/2020	003123	O'REILLY AUTO P 1943-348209		133.37	133.37	4100-043020-5408-	-
5/04/2020	4/09/2020	003123	O'REILLY AUTO P 1943-349774		41.56	41.56	4100-043020-5408-	-
					613.67	613.67 *		
5/04/2020	3/25/2020	003041	OVERDRIVE INC 01572C020070076	10	1,400.24	1,400.24	4100-073010-5411-	-
5/04/2020	4/14/2020	003041	OVERDRIVE INC 1572DA20100575	10	35.00	35.00	4100-073010-5411-	-
					1,435.24	1,435.24 *		
5/04/2020	4/09/2020	003367	QUADIENT LEASIN N8257317		240.54	240.54	4100-031020-5201-	-
					240.54	240.54 *		
5/04/2020	2/27/2020	004684	RAILROAD MANAGE 413799		529.98	529.98	4100-043020-8002-	-
					529.98	529.98 *		

DUE DATE	INV DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
5/04/2020	4/19/2020	002812 RICOH AMERICAS	5059147229	10	41.18	41.18	4100-073010-3002-	-
					41.18	41.18 *		
5/04/2020	4/24/2020	000663 RUSSELL COUNTY	BOS42420		697.33	697.33	4100-071040-5103-	-
5/04/2020	5/01/2020	000663 RUSSELL COUNTY	MAY-20		29,344.13	29,344.13	4100-095010-9130-	-
5/04/2020	4/01/2020	000663 RUSSELL COUNTY	04012020		41.00	41.00	4100-071040-5103-	-
					30,082.46	30,082.46 *		
5/04/2020	4/27/2020	004632 RUSSELL COUNTY	APRIL 2020		14,855.07	14,855.07	4100-082010-8025-	-
					14,855.07	14,855.07 *		
5/04/2020	4/20/2020	003554 S.E.P.T.I.C. IN	44552		67.00	67.00	4100-094010-7056-	-
5/04/2020	3/31/2020	003554 S.E.P.T.I.C. IN	44562		125.00	125.00	4100-094010-7056-	-
					192.00	192.00 *		
5/04/2020	3/19/2020	000594 SAM'S CLUB/GEGR	03192020	3	49.36	49.36	4100-012010-5401-	-
5/04/2020	4/01/2020	000594 SAM'S CLUB/GEGR	04012020	3	127.84	127.84	4100-043020-5405-	-
5/04/2020	4/01/2020	000594 SAM'S CLUB/GEGR	04022020	3	13.98	13.98	4100-043020-5405-	-
5/04/2020	4/08/2020	000594 SAM'S CLUB/GEGR	04082020	3	146.76	146.76	4100-043020-5405-	-
					337.94	337.94 *		
5/04/2020	4/02/2020	003380 SHENTEL	04022020		109.38	109.38	4100-031020-5409-	-
					109.38	109.38 *		
5/04/2020	4/27/2020	001809 SHIELDS ELECTRO	BP200013		160.00	160.00	4100-094010-7060-	-
					160.00	160.00 *		
5/04/2020	4/01/2020	001299 SIGN SHOP OF SO	3560		525.00	525.00	4100-042400-5413-	-
					525.00	525.00 *		
5/04/2020	4/07/2020	004579 SOUTHERN REFRIG	3727802		645.38	645.38	4100-043020-3004-	-
5/04/2020	4/16/2020	004579 SOUTHERN REFRIG	3732083		72.29	72.29	4100-043020-3004-	-
5/04/2020	3/31/2020	004579 SOUTHERN REFRIG	3724981		105.31	105.31	4100-043020-3004-	-
					822.98	822.98 *		
5/04/2020	4/01/2020	004491 STRATEGIC SOLUT	3222568	10	55.00	55.00	4100-073010-3002-	-
					55.00	55.00 *		
5/04/2020	4/13/2020	004601 THE HOME DEPOT	546093592		211.99	211.99	4100-043020-5405-	-
5/04/2020	4/20/2020	004601 THE HOME DEPOT	547153841		61.86	61.86	4100-043020-5408-	-
5/04/2020	4/27/2020	004601 THE HOME DEPOT	548216787		42.24	42.24	4100-043020-5405-	-
					316.09	316.09 *		
5/04/2020	4/13/2020	004680 THE HONORABLE D	TAV DUES 2020		400.00	400.00	4100-012130-5801-	-
					400.00	400.00 *		
5/04/2020	3/16/2020	000384 THE LIBRARY COR	2020060175	10	1,393.00	1,393.00	4100-073010-3002-	-
					1,393.00	1,393.00 *		
5/04/2020	4/06/2020	000681 TOWN OF LEBANON	04062020		11,875.00	11,875.00	4100-042010-3009-	-
					11,875.00	11,875.00 *		
5/04/2020	5/15/2020	001223 TREASURER OF VI	20-RUSPC- 965		600.00	600.00	4100-021060-5902-	-
					600.00	600.00 *		
5/04/2020	4/03/2020	000669 TREASURER VA TE	3RD QTR020		12,454.56	12,454.56	4100-083050-1003-	-
5/04/2020	4/03/2020	000669 TREASURER VA TE	3RD QTR020		4,078.87	4,078.87	4100-083050-2003-	-
					16,533.43	16,533.43 *		
5/04/2020	3/26/2020	000706 TWO WAY RADIO I	104000409.		97.00	97.00	4100-031020-7003-	-
5/04/2020	3/26/2020	000706 TWO WAY RADIO I	401000177		85.00	85.00	4100-031020-7003-	-
5/04/2020	3/26/2020	000706 TWO WAY RADIO I	401000179		485.00	485.00	4100-031020-7003-	-
					667.00	667.00 *		
5/04/2020	4/27/2020	002814 ULINE	119343305		549.98	549.98	4100-042400-5413-	-
					549.98	549.98 *		
5/04/2020	3/24/2020	004678 ULTRA BRIGHT LI	I97562		1,869.98	1,869.98	4100-031020-5408-	-
					1,869.98	1,869.98 *		
5/04/2020	4/12/2020	003229 VERIZON WIRELES	9852418307		3,450.21	3,450.21	4100-031020-5203-	-
					3,450.21	3,450.21 *		
5/04/2020	4/17/2020	000758 WALLACE FURNITU	127894		7.96	7.96	4100-043020-5407-	-
					7.96	7.96 *		

<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>
5/04/2020	4/09/2020	003510 WAYNE MUSICK	6362		864.50	864.50	4100-043020-5408-	-
					864.50	864.50 *		
5/04/2020	3/03/2020	000219 XPRESS LUBE	03062020		71.09	71.09	4100-031020-5408-	-
5/04/2020	3/03/2020	000219 XPRESS LUBE	03062020		63.89	63.89	4100-031020-5408-	-
5/04/2020	3/03/2020	000219 XPRESS LUBE	03062020		63.89	63.89	4100-031020-5408-	-
5/04/2020	3/03/2020	000219 XPRESS LUBE	03062020		71.09	71.09	4100-031020-5408-	-
5/04/2020	3/03/2020	000219 XPRESS LUBE	03062020		63.89	63.89	4100-031020-5408-	-
					333.85	333.85 *		
		TOTAL FOR DUE DATE 5/04/2020			204,949.69	204,949.69		
		TOTAL DUE FOR FUND- 4100			204,949.69	204,949.69		
		NON-DIRECT DEPOSIT			204,949.69	204,949.69		
		DIRECT DEPOSIT			.00	.00		
		E-Payable Total			.00	.00		
		FINAL DUE			204,949.69	204,949.69		
						.00		



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenters - Attorney

Meeting: 5/4/20 6:00 PM

County Attorney Reports

1. **Continuity of Government Emergency Ordinance.....B-1**
2. **Courthouse Project Management Services Contract.....B-2**
3. **CPWMA User Agreement.....B-3**
4. **Personnel Policy Update.....B-4**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Motion Required.

ATTACHMENTS:

- Various

Emergency Ordinance to Allow for the Continuity of Government Operations During the Pandemic, including Altering the Process for Conducting Public Meetings; Restricting the Use of Public Buildings or Facilities; Providing Additional Powers to the Director of Emergency Management to Incur Costs, Waive Procedures, and Take Other Temporary Actions; and Suspending Deadlines and Procedures

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency in response to the spread of the novel coronavirus (COVID-19); and

WHEREAS, on March 12, 2020, the Governor, in Executive Order Fifty-One, declared a state of emergency in the Commonwealth of Virginia, acknowledging the spread of COVID-19 as a disaster as defined in Virginia Code § 44-146.16; and

WHEREAS, Executive Order Fifty-One authorized local governments to render appropriate assistance and to alleviate conditions, as appropriate, to prepare for and mitigate the effects of the virus; and

WHEREAS, on March 13, 2020, the President of the United States found and declared the outbreak of COVID-19 to constitute a national emergency, beginning March 1, 2020; and

WHEREAS, on March 17 and 23, the Governor requested and then directed Virginians to avoid non-essential gatherings of more than 10 people; and

WHEREAS, the Russell County Board of Supervisors held a special called meeting on March 17, 2020 Board determined that COVID-19 constituted a “disaster” as contemplated in section 15.2-1413 of the Code of Virginia of 1950, as amended and pursuant to Virginia Code § 44-146.21, declared a local state of emergency in Russell County; and

WHEREAS, the Board of Supervisors has determined that COVID-19 constitutes a communicable disease of public health threat which has caused a disaster as those terms are defined in Virginia Code § 44-146.16; and

WHEREAS, while the Board of Supervisors values transparency in government and public engagement, it also finds that emergency measures are necessary to mitigate the spread of COVID-19 and to protect the health, safety, and welfare of residents and employees, while still providing for government operations to continue during this state of emergency; and

WHEREAS, Virginia Code § 15.2-1413 provides that the Board of Supervisors, notwithstanding any contrary provision of law, may adopt an ordinance to assure the continuity of government operations during this disaster and for up to six months; and.

WHEREAS, Virginia Code § 44-146.21 further provides that a local director of emergency management or any member of a governing body in his absence may upon the declaration of a local emergency proceed without regard to time-consuming procedures and formalities prescribed by law, except for mandatory constitutional requirements; and

WHEREAS, Virginia Code § 15.2-1200 provides the county with authority to adopt necessary regulations to prevent the spread of contagious diseases among its residents; and

WHEREAS, the Board of Supervisors also has the inherent authority to vary the county's policies, procedures, and practices to assure the continuity of government operations; and

WHEREAS, government operations includes the work of the Board of Supervisors and other local public bodies, and the personnel who work for or on behalf of local public bodies; and

WHEREAS, Virginia Code § 2.2-3708.2(A)(3) allows, under certain procedural requirements including public notice and access, that members of the Board of Supervisors may convene solely by electronic means "to address the emergency;" And

WHEREAS, the open public meeting requirements of the Virginia Freedom of Information Act ("FOIA") are limited only by a properly claimed exemption provided under that Act or "any other statute;" and

WHEREAS, the Attorney General of Virginia issued an opinion dated March 20, 2020 stating that localities have the authority during disasters to adopt ordinances to ensure the continuity of the government; and

WHEREAS, this emergency ordinance in response to the disaster caused by the COVID-19 pandemic promotes the public health, safety, and welfare, and its adoption is consistent with the law of the Commonwealth of Virginia, the Virginia Constitution and the United States Constitution.

NOW, THEREFORE, BE IT ORDAINED, that this uncodified ordinance is hereby enacted as follows:

An Emergency Ordinance Allowing for the Continuity of Government Operations During the Pandemic

Sec. 1. Purpose; Effective Date; Expiration

This ordinance allows for variances from state laws and county ordinances in order to protect the health, safety, and welfare of residents and employees from the spread of COVID-19 while still providing for government operations to continue during this state of emergency.

The operation of government includes management of all county facilities, management of the school system, and the work of all local boards, including the Board of Supervisors, the Russell County School Board, the Russell County Industrial Development Authority, the Russell County Public Service Authority, the Russell County Department of Social Services, and any other local or regional board, commission, committee, or authority created by the board of supervisors or to which the board of supervisors appoints or recommends for appointment all or a portion of its members (collectively "Public Bodies" and individually "Public Body"), including employees

who work for or on behalf of any Public Body. Accordingly, the provisions of this emergency ordinance applies to all such “Public Bodies”.

At this time, public health experts recommend against assembling groups of people in confined spaces. Accordingly, this ordinance contains modifications for public meetings which should be followed while it is deemed unwise or unsafe to gather in one location a quorum for any Public Bodies, or to invite members of the public to physically gather together for public meetings.

Moreover, the spread of COVID-19 may make it impossible or impractical for government operations to meet all normally imposed deadlines, regulations, and time frames, or to comport, in some instances, with lengthy procedures and processes such as procurement or employment processes.

This emergency ordinance is effective immediately and will remain in effect for 60 days unless amended, rescinded, or readopted in conformity with the notice provisions of Virginia Code § 15.2-1427; however, in no event will the ordinance be effective for more than six months from the effective date of this ordinance. At the end of the six months, if a state of emergency still exists then this ordinance may be renewed the same way it was originally enacted. Upon repeal or expiration of this ordinance, normal government operations will resume.

Sec. 2. Public Meetings and Public Hearings

A. Any regularly scheduled or regular meeting of any Public Body may be canceled by the chair if there is no essential business that needs to occur or if conditions otherwise make it impractical to meet. Notice of the cancellation must be provided to the Public Body members and the public as soon as practicable.

B. In the alternative, any regularly scheduled or regular meeting of any Public Body may be held by solely electronic or telephonic means without a quorum of members physically present and without members of the public physically present, provided the following occurs:

1) Any such electronic meeting of the Public Entities shall be open to electronic participation by the public and closed to in-person participation by the public. The meeting is accessible to the public through live audio or video on the County’s or Public Body’s website, a dial-in telephone number, or a social media platform.

2) The agenda and public notice for the meeting must:

- a) include a statement that the meeting is being held using electronic means under this ordinance;
- b) contain specific information about how members of the public can access the meeting; and
- c) if there are any public hearing or public comment items, specifically identify how members of the public can provide comment, including one or more of the following: by e-mail, in writing, by telephone, through a social media platform, or via other electronic means.

3) The agenda is posted on the County's or Public Body's website at least three days prior to the meeting. Other materials associated with the meeting, if any, must be made available to the public at the same time they are provided to the Public Body members.

4) For public hearings and any items for which public comment is permitted, the following rules apply:

- a) Normal rules of order apply with respect to requiring the name and home address of the commenter, that comments relate to the hearing or comment topic, that appropriate limits on the number of comments per person per item apply, and that comments be of reasonable length.
- b) Public Bodies may allow public comments to be submitted via phone call, e-mail, or in writing, up until a reasonable time before the start of the meeting so long as those comments are provided to the Public Body members prior to any decision on an item.
- c) If available, members of the public may provide comments through leaving a voicemail on a dedicated phone number up until a reasonable time before the start of the meeting so long as those comments are then provided to the Public Body members prior to any decision on an item.
- d) If available, members of the public may provide comments through telephonic or interactive electronic means (call-in meeting access, social media platform) during the meeting so long as those comments are received by or provided to the Public Body members prior to any decision on an item.
- e) The Public Body may choose to receive additional comments through any means for a period of time after the public hearing or public meeting, so long as it announces and publicizes that opportunity and those comments are provided to the Public Body members prior to any decision on an item.
- f) All public comments must be made a part of the record of the Public Body either by being summarized in or included with the meeting minutes.

5) Any votes taken during the meeting must be taken by roll call, individually recording each member's name and vote.

6) The minutes of any meeting under this ordinance must conform to the requirements of law, including identifying the forms of electronic communication used, the members participating and the means by which they participated, the opportunities for public access or participation, a summary of the public comments, if any, and the actions taken at the meeting. The Public Entities may approve minutes of an electronic meeting at a subsequent electronic meeting and shall later approve all such minutes at a regular or special meeting after the emergency and disaster has ended.

C. Public Bodies may hold special meetings consistent with the provisions in (B) except that notice of the special meeting need only be provided at least three working days prior to the meeting, and the agenda and associated materials, if any, need to be made available to the public at the same time as they are made available to the Public Body members.

- D. Public Bodies may hold emergency meetings consistent with Virginia Code § 2.2-3708.
- E. Any item on an agenda for a regularly scheduled, regular, special, or emergency meeting held hereunder may be continued to a later date or time for the purpose of reviewing and considering comments from the public.
- F. Non-emergency public hearings and action items of Public Bodies may be postponed to a date certain provided that public notice is given so that the public are aware of how and when to present their views.
- G. Nothing in this Emergency Ordinance shall prohibit Public Bodies from holding in-person public meetings provided that public health and safety measures as well as social distancing are taken into consideration.

Sec. 3. Public Buildings, Facilities, Real Property and Events

The director of emergency management is empowered to restrict members of the public from entering or congregating around county-owned buildings, facilities, and real property as is reasonably necessary to ensure the health, safety, and welfare of the public or county staff. Moreover, the director of emergency management may cancel, postpone, or reschedule any events scheduled for any county-owned building, facility or property as necessary to ensure the health, safety, and welfare of the public or county staff.

Sec. 4. Additional powers of director of emergency management

- A. *Funding and Contracts.* To the extent of unobligated funds available in excess of appropriations in the approved budget, the director of emergency management may enter into contracts and incur obligations necessary to protect the health and safety of persons and property, and to provide emergency assistance to persons affected by this disaster.
- B. *Procedures.* The director of emergency management may proceed without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements) pertaining to the performance of public work, entering into contracts, incurring obligations, employing workers, renting equipment, purchasing supplies and materials, and other expenditures of public funds.
- C. *Other Temporary Actions.* The director of emergency management may temporarily take any of the following actions: waive or reduce fees imposed by county ordinance; waive enforcement, in whole or in part, of any county ordinance; and modify, limit, waive, suspend, or amend any county program, service, function, process, or procedure. The director must apply the action uniformly for similar situations and not on a case-by-case basis. The director's actions will only be effective until the next regular meeting of the board of supervisors. The board of supervisors may ratify and extend the time for which the director's action remains in effect.

Sec. 5. Suspension of Deadlines, Time Frames, and Procedures

County personnel are encouraged to take action as is practical and appropriate to meet deadlines or time frames established under state law or county ordinances, however, notwithstanding any provision of law, regulation, or policy to the contrary, any deadlines requiring action by the county, any Public Body, or county employees are suspended. Time frames for review or expedited reviews are also suspended. Failure to meet any deadline or time frame will not constitute a default, violation, approval, ratification, or recommendation. Any policies or procedures inconsistent with this ordinance are hereby suspended.

Sec. 6 Adoption by Incorporated Towns within the Boundaries of Russell County

Each incorporated town within the boundaries of Russell County are encouraged, authorized and/or directed to declare its own state of local emergency and disaster or incorporate by reference the County’s local state of emergency and disaster and to adopt an ordinance for the continuity of town government.

Sec. 7 Validity and Duration of Ordinance and Resumption of Normal Governmental Authority

The provisions herein are presumptively valid, however in the event that any provision of this ordinance is declared to be invalid by a court of competent jurisdiction all remaining provisions shall not be invalidated and remain in full force and effect. The provisions of this Emergency Ordinance shall remain in full force and effect for a period of 60 days, unless amended, rescinded or readopted by the Russell County Board of Supervisors in conformity with the notice provisions set forth in Virginia Code §15.2-1427 but in no event shall such ordinance be effective for more than 6 months after the conclusion of the disaster. Upon rescission by the Russell County Board of Supervisors or automatic expiration as described herein, this emergency ordinance shall terminate and normal practices and procedures of government shall resume.

2. This ordinance shall be effective upon adoption.

ADOPTED by the Russell County Board of Supervisors.

APPROVED

Rebecca Dye
Chairperson

ATTEST:

Lonzo Lester
County Administrator

APPROVED AS TO FORM:

M. Katherine Patton
County Attorney



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

February 21, 2020

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

**Re: Terms of Engagement
Term Contract for Project Management Services
Courthouse Renovation & Expansion Project**

Dear Mr. Lester:

Thank you for retaining Skanska USA Building Inc. to provide Project Management Services on a term contract basis as specified in the Request for Proposals issued by Russell County, Virginia (the “County”) on October 24, 2019. We understand the County would like to proceed with Skanska serving as Project Manager for the Courthouse Renovation & Expansion project under the PPEA process. The purpose of this letter is to confirm the scope of the services we will provide on the Courthouse Renovation & Expansion project, our compensation, and the terms and conditions that will govern our relationship. The following documents are attached to this letter:

Attachment A – Scope and Time of Services;

Attachment B – Compensation Terms;

Attachment C – General Terms of Engagement for Consulting Services;

Attachment D – Request for Proposals dated October 24, 2019

With respect to terminology, generally any definition provided in one attachment applies to all of them, as well as this letter. Specifically, the term “Client” as used in the attachments refers to your company and the term “Consultant” refers to ours.

February 21, 2020

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Please review this letter and its attachments and let me know if you have any questions. If any of the terms and conditions is unacceptable to you, please advise me, so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of the relationship.

I am very excited about the opportunity to work with Russell County throughout the life of this term contract as well as the Courthouse Renovation & Expansion project.

Very truly yours,

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

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

Attachments

Agreed:

By: _____

Print Name: _____

Date: _____

Attachment A

SKANSKA USA BUILDING INC. SCOPE AND TIME OF SERVICES

A. SCOPE OF SERVICES:

It is our understanding that the County is seeking assistance with implementing the design and construction of the Courthouse Renovation & Expansion project under the PPEA process.

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 would recommend that our services initially consist of assisting with initial planning and procurement of a design-build team under the PPEA process as follows.

Once a PPEA entity is selected, we would provide the County with a proposal to continue our project management services through remaining design GMP contract negotiations, construction and closeout phases of the project.

- 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.

B. SERVICES SCHEDULE:

It is anticipated that our services will start in February 2020 and will be needed through the time that an interim agreement is negotiated with the successful PPEA design-build team.

C. DELIVERABLES

As described above in Summary of Services.

D. CHANGES

The Parties may mutually agree from time to time to modify the Services or the schedule for their performance by written agreement (“Change Order”) executed by both Parties.

E. CLIENT SUPPLIED DOCUMENTS

Consultant’s commitments are premised on the receipt of all relevant information that will assist Consultant in providing the services noted above. This includes any geotechnical reports, HAZMAT survey reports, utility surveys, and conceptual design information.

Attachment B

**SKANSKA USA BUILDING INC.
COMPENSATION TERMS**

We propose providing the initial above scope of services for a Lump Sum Fee of \$60,000. 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. Our services will be billed on a monthly basis based upon services rendered.

Attachment C

**SKANSKA USA BUILDING INC.
GENERAL TERMS OF ENGAGEMENT FOR CONSULTING SERVICES**

This statement sets forth the standard terms of our engagement as your Consultant. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us before you sign the letter transmitting it to you if you have any questions.

1. CONSULTANT'S WARRANTY TO CLIENT

(a) Consultant warrants that it will perform the Services in a professional and workmanlike manner and that the work product set forth in the Deliverables will reflect Consultant's reasonable professional judgment. Consultant may rely upon information supplied to it by Client without independent verification.

(b) Client shall advise Consultant in writing within thirty (30) days of its receipt of a Deliverable if Client believes that the work product in the Deliverable does not reflect Consultant's reasonable professional judgment. Consultant shall promptly revise any aspect of the Deliverable that does not reflect Consultant's reasonable professional judgment or is otherwise defective and resubmit it to Client at no additional charge.

(c) The only warranties made by Consultant in connection with the Services and Deliverables are those set forth in Section 1(a). Those warranties are exclusive and in lieu of all other warranties, whether statutory, express or implied, including warranties of fitness for particular purpose and those arising from course of dealing and usage of trade. Client's sole and exclusive remedy for warranty nonconformities or other defects in the Services or Deliverables shall be for Consultant to revise and resubmit the Deliverable at no additional charge as provided in Section 1(b). This limited remedy shall apply notwithstanding any failure of essential purpose.

2. CONSULTANT'S INDEMNITY TO CLIENT

Consultant shall indemnify, defend and hold Client, its officers, directors, employees and affiliates harmless from any loss, cost or expense claimed by third parties for property damage and/or bodily injury, including death (and reasonable attorney's fees and court costs incurred in connection therewith), to the proportionate extent such loss, cost or expense arose from the negligence or willful

misconduct of Consultant or its employees in connection with this Agreement.

3. CLIENT'S OWNERSHIP AND USE OF DELIVERABLES

Consultant grants to Client a transferable, irrevocable and perpetual royalty-free license to retain, copy and use the Deliverables in connection with this Agreement in exchange for Client's payment to Consultant as required under the Agreement. Client may use the Deliverables for other purposes with Consultant's written consent. Client agrees that it shall not at any time for any purpose disclose the Deliverables to any of Consultant's competitors.

4. CLIENT'S TERMINATION AND SUSPENSION RIGHTS

(a) Client shall have the right to terminate the Agreement for its convenience at any time and for any reason prior to Consultant's completion of the Services on five (5) days prior written notice to that effect. Client shall pay Consultant a termination payment composed of amounts due for performance of Services through the date of termination and Consultant's reasonable costs of complying with such termination, including termination payments to any sub-consultants which shall in no event exceed, in the aggregate, the stipulated sum under Attachment B. Client's sole and exclusive right to terminate Consultant's performance of the Services is as provided in this Section 4(a) and Consultant's sole and exclusive remedy for such termination shall be Client's payment of the termination payment as provided in this Section 4(a). The termination payment will be invoiced and processed by the Parties as set forth in Section 5.

(b) Client may suspend performance of all or any part of the Services and thereafter request Consultant to resume performance of suspended Services, in each case by giving Consultant five (5) days prior written notice specifying the date for the suspension or resumption of Services. If Client has not requested Consultant to resume performance of suspended

Services within thirty (30) days of the suspension date, Consultant may thereafter terminate the Agreement on written notice to Client and such termination will be treated as a termination for Client's convenience under Section 4(a). If Consultant has suffered any adverse cost, schedule or other adverse impacts to its performance as a result of Client's suspension of Services, Consultant shall not be required to resume performance unless the Parties have executed a written amendment that equitably adjusts Consultant's rights and obligations under the Agreement as necessary to compensate Consultant for such impacts.

5. PAYMENT FOR SERVICES

(a) Client shall pay Consultant for the performance of the Services as provided in Attachment B. Consultant shall be responsible for all reporting and payment obligations with respect to Consultant's personnel relating to worker's compensation insurance, Social Security, state and federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs and other employee benefit programs. If the compensation option selected in Attachment B calls for the reimbursement of costs, the Client may audit such costs in three-month intervals. Rates, multipliers and other fixed percentages, and stipulated sums that Client has agreed Consultant may charge for its Services are not subject to audit except to confirm that Consultant has applied the agreed rates, multipliers and other fixed percentages, and stipulated sums.

(b) Consultant shall invoice Client in full for the Services upon delivery of a final report. Payment terms will be 100% net thirty (30) days on all invoiced amounts. Client shall notify Consultant within five (5) business days after receipt of an invoice if it disputes all or some portion of the invoice. Client and Consultant shall promptly attempt to resolve any dispute concerning payment. Client may withhold payment of only that portion of an invoice disputed by Client in good faith until the dispute has been resolved and shall pay the undisputed portion of any invoice net thirty (30) days. All late payments shall be subject to interest at a rate of one percent per month or the maximum legal rate, whichever is less.

(c) Consultant may suspend its performance of the Services on five (5) days written notice to Client if Client fails to pay Consultant all invoiced amounts when due. Consultant shall not be required to resume performance of suspended Services until all past due

amounts have been paid by Client and, if Consultant has suffered any adverse cost, schedule or other adverse impacts to its performance as a result of the suspension, the Parties have executed a written amendment that equitably adjusts Consultant's rights and obligations under the Agreement as necessary to compensate Consultant for such impacts.

(d) In the event Consultant has not received payment of an amount due from Client within thirty (30) days of its due date, Consultant may terminate the Agreement on written notice to Client. The termination will be treated as a termination for Client's convenience under Section 4(a) and Consultant may proceed immediately to recover all amounts due from Client.

6. INSURANCE

Consultant shall maintain the following insurance coverages in connection with this Agreement:

- (a) Workers' Compensation for statutory limits in compliance with the applicable state and federal laws, and Employer's Liability with a limit of \$1,000,000;
- (b) Professional Liability - \$1,000,000 - Insurance Coverage for Errors and Omissions on Claims Made Basis
- (c) Comprehensive General Liability with a combined single limit of \$1,000,000 per occurrence and in the aggregate; and
- (d) Automobile Liability Insurance with a combined single limit of \$1,000,000 for bodily injury and property damage with respect to vehicles either owned, non-owned, and leased by Consultant.

7. CONFIDENTIALITY

(a) Consultant shall not disclose Client's Confidential Information to any third party other than its sub-consultants if required for the performance of the Services. Client shall not disclose Consultant's Confidential Information to any third party other than Client's prospective lenders and legal counsel. "Confidential Information" means a Party's confidential and proprietary business information disclosed to the other Party in connection with this Agreement that is marked "confidential" or "proprietary" at the time of disclosure, but does not include information that: (i) is generally available to the public at the time of disclosure by a Party, or becomes generally available to the public other than

as a result of the receiving Party's violation of this Section 7(a); (ii) was in the receiving Party's possession prior to its disclosure hereunder by the other Party; (iii) is received by a Party at any time from a third party without any confidentiality or other restrictions with respect to its use thereof; or (iv) is independently developed by the receiving Party. The non-disclosure obligations under this Section 7(a) shall expire two (2) years from the date of a Party's first disclosure of Confidential Information to the other Party, and shall not apply to restrict a Party from disclosing the other Party's Confidential Information if the Party is compelled to do so by law or legal process.

(b) Each Party acknowledges that its disclosure of the other Party's Confidential Information in violation of Section 7(a) will cause irreparable damage and injury to the Party and that the extent and amount of such damage and injury may be impossible to ascertain. Accordingly, each Party agrees that the other Party shall be entitled to seek and obtain injunctive relief on short notice from any court of competent jurisdiction to immediately restrain and thereafter permanently enjoin the other Party from any threatened or actual disclosure of Confidential Information in violation of Section 7(a).

(c) Client agrees that its disclosure of a Deliverable to a competitor of Consultant in violation of Section 3 shall be treated as a breach of Client's non-disclosure obligation under Section 7(a) for which Consultant shall be entitled to obtain injunctive relief under Section 7(b).

8. LIABILITY LIMITATIONS

(a) Neither Party shall be liable under or in connection with this Agreement for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue, loss of actual or anticipated profit, loss by reason of delay, increased cost of construction or cost of capital, whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or otherwise, and each Party hereby releases the other from any such liability. Nothing in this Section 8(a) shall limit Client's payment obligations under the Agreement.

(b) In no event shall Consultant's liability arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under the Agreement exceed the amount paid Consultant under the Agreement, whether based

on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or otherwise.

(c) The recommendations, advice, budgetary information and schedules to be furnished by Seller under this Agreement shall not be deemed to be representations, warranties, or guarantees or constitute the performance of licensed professional services. Consultant shall not be required to provide professional services that constitute the practice of architecture or engineering. Consultant shall cause any such services to be provided by a properly licensed design professional. Any claim by Client for damage, loss, or expense, based directly or indirectly upon acts, errors, or omissions of any architect, engineer, or other design professional who Consultant is required to engage in connection with this Agreement shall be made by Client against said design professional and its insurer(s) only, and Consultant shall have no liability of any kind, direct or indirect, for the professional negligence of said design professional under this Agreement or otherwise.

(d) No general or limited partner, stockholder, officer, director, joint venture, beneficiary, trustee, employee, or other principals, agents or representatives (whether disclosed or undisclosed) of the Consultant shall be personally liable to the Client for the Consultant's obligations or otherwise, the Client hereby agreeing to look solely to the assets of the Consultant for the satisfaction of any liability of the Consultant hereunder.

9. DISPUTE RESOLUTION

(a) Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

(b) A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

(c) The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

10. GENERAL

(a) The Client shall furnish required information as expeditiously as necessary for the orderly progress of the Consultant's Services, and the Consultant shall be entitled to rely on the accuracy and completeness thereof.

(b) The Client shall designate a representative duly authorized to act on the Client's behalf with respect to this Agreement. The Client or such authorized individual shall render decisions in a timely manner.

(c) Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered and constitutes a binding agreement enforceable against it. The Parties agree that this Agreement supersedes all prior oral and written communications and/or agreements that may have been made or entered into between them regarding the subject matter hereof, including but not limited to any proposals, and constitutes the entire agreement between them with respect to the subject matter hereof.

(d) Neither Party may assign this Agreement, including by operation of law, without the other Party's prior written consent and any non-authorized assignment shall be null and void and of no force or effect.

(e) Client acknowledges that Consultant is not under this Agreement providing or agreeing to provide to any person or entity, including Client or its lenders, any financial, engineering, architectural, legal or other opinions or guarantees regarding the commercial or technical performance of any process, product or system.

(f) Consultant is an independent contractor. Neither Consultant, nor any of its employees, agents or sub-consultants is or shall be deemed to be an agent or employee of Client. Consultant has sole authority and responsibility to employ, discharge or otherwise control its employees agents and sub-consultants.

(g) Notices shall be effective hereunder as follows only if in writing and addressed to the person designated in this provision: (1) upon delivery, if delivered personally to the person; (2) upon transmission, if transmitted to the facsimile number of the person; and (3) upon posting, if by first class or overnight mail (postage prepaid). Unless otherwise

agreed in writing, notices to Consultant shall be delivered to the author of the letter agreement executed by the Client, and notices to the Client shall be delivered to the recipient of that letter.

(h) If the Services are to be provided in connection with a project or facility located in a particular state, then this Agreement shall be governed by and construed in accordance with the laws of that state, excluding any choice of law rules of such state that would require application of the laws of another state. Otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding any choice of law rules of such state that would require application of the laws of another state.

(i) The terms and conditions of this Agreement shall prevail, notwithstanding any variance with any purchase order or other similar written instrument submitted by Client to Consultant in connection with the Services whether formally rejected by Consultant or not. This Agreement may be modified only by a written amendment executed by both Parties. In the event that any term or condition of this Agreement is found to be illegal or unenforceable, the term or condition shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law and modified only to the extent necessary to comply with applicable law and the remaining terms and conditions shall remain in full force and effect.

(j) Nothing in this Agreement gives any rights or benefits to any person or entity other than the Parties.

(k) The section headings in this Agreement are for convenience only and shall not affect the interpretation hereof.

(l) The provisions herein shall survive termination of the Agreement and/or completion of the Services.

(m) It is understood and agreed that any delay, waiver or omission by a Party to exercise any right or power arising from any breach or default by the other Party of any of term or condition of this Agreement shall not be construed to be a waiver by that Party of any subsequent breach or default by the other Party of the same or other terms or conditions of this Agreement.

End of Attachment C



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.



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.

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

**USER AGREEMENT
FOR
SOLID WASTE DISPOSAL**

THIS AGREEMENT, made and executed this the _____ day of _____, 2020 by and between the COUNTY OF RUSSELL, Virginia, hereinafter referred to as “User”, and the CUMBERLAND PLATEAU WASTE MANAGEMENT AUTHORITY, an Authority created pursuant to the Virginia Water and Sewer Authorities Act, hereinafter referred to as “Authority”.

ARTICLE I – BASIC INTENT AND PURPOSE

1. This Agreement is entered into pursuant to the authorization and mandate of the Virginia Water and Sewer Authorities Act (hereinafter the “Act”).
2. The Authority has all the powers, rights and duties as described in the Act that are specified in its Articles of Incorporation and may exercise the same in the performance of its functions as set out in the Act.
3. The purposes for which the Authority was created are to acquire, purchase, lease as lessee, construct, reconstruct, improve, extend, operate, maintain and finance a Garbage and Refuse Collection and Disposal System, as that term is defined in the Act, within, without, or partly within and partly without the Counties of Buchanan, Dickenson and Russell, Virginia.
4. The Authority, subject to the terms and conditions hereinafter set out, desires to maintain a safe, sanitary and environmentally sound Disposal System (hereinafter defined) and for and by such Disposal System to accept and dispose of the Disposable Solid Waste (as the term is defined herein, and hereinafter referred to as DSW) of the User subsequent to the start up of such Disposal System.
5. The User, subject to the terms and conditions hereinafter set out, desires to use and support the Authority’s Disposal System by ensuring the disposal by means of the Disposal System of the DSW generated within, collected by, or otherwise under the control of the User.
6. The Disposal System shall be established, operated and maintained in accordance with the Authority’s Plan of Operation, attached hereto and incorporated herein, which is intended to be effective upon start up of the Disposal System, and which may be amended by the Authority from time to time.

ARTICLES II – DEFINITIONS

1. Disposable Solid Waste (hereinafter DSW) – Any Solid Waste other than Hazardous Waste, specifically including Processible Solid Waste, Special Waste (approved, as set forth in the Plan of Operation) and Non-Processible Solid Waste (as such terms are defined in the Plan of Operation).
2. Disposable System – All those plans and facilities owned, leased or operated by the Authority designed to collect, manage and/or dispose of Solid Waste and those designed to accomplish recycling and/or volume waste reduction by other methods from DSW; and the land, structures, vehicles and equipment for us in connection therewith.
3. 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 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 “hazardous” by State or Federal agencies (including the United States Environmental Protection Agency) with jurisdiction and authority and authority to promulgate and enforce rules and regulations for the handling and disposal of hazardous and other wastes.
4. Non-Conforming Waste – (a) Any waste excluded from the definition of Solid Waste and (b) Special Waste (as defined in the Plan of Operation) which has not been approved by the Authority.
5. Phase I Stat Up Date – The date on which Phase I of the Disposal System, as described in the Plan of Operation, is ready to commence full operations.
6. Phase II – Start Up Date – The date on which the Authority’s Recycling Facility is ready to commence full operations for the disposal of PSW.
7. Plan of Operation – A plan adopted by the Authority, as amended or supplemented, setting forth the types of material acceptable to the Authority for disposal, the times and places where material will be received by the Authority, the methods of

collecting fees charged by the Authority for disposal service, and such other information as will describe operations procedures, control use of the Disposal System and provide instruction and guidelines to users of the Disposal System. The Plan of Operation is attached hereto and made a part hereof but may be amended or supplemented by the Authority in its sole discretion from time to time.

8. Solid Waste – Any garbage, trash, brush, refuse, sludge (as defined in the Plan of Operation) and other discarded material, including solid, liquid, semi-solid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations and from community activities and residences, but does not include (i) solid and dissolved materials in domestic sewage, (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to permit from the State Water Control board, (iii) source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended, (iv) to the extent such Solid Waste is transported from the Transfer Stations to any landfill operated by an entity other than the Authority, and other materials not allowed under the permits, licenses and approvals relating to such landfill, or (v) asbestos.
9. Tipping Fee – The charge made by the Authority for the disposal of DSW (as set forth in the Plan of Operation). The Tipping Fee shall be calculated by determining the total of (a) the disposal fee charged by any landfill operator with whom the Authority may contract for the ultimate disposal of any Solid Waste delivered hereunder; (b) the transportation costs incurred in the transport of DSW from the Authority's Transfer Stations to any such landfill, (c) the amount of principal premium, if any, and interest or any other amounts due, or to become due, with respect to any indebtedness of the Authority or required to avoid a default with respect to such indebtedness, and (d) all expenses of the Authority relating to the operation and maintenance of the Disposal System, including any required reserves. This amount shall be divided by the tonnage projected to be received to derive and cost per ton to be charged for use of the Disposal System. These charges may be amended pursuant to the terms and conditions contained herein.

ARTICLE III – TERM OF AGREEMENT

1. This Agreement shall become effective and operations hereunder shall commence on or about **June 1, 2020** or the date on which, in the opinion of the Authority, Phase I of the Disposal System of the Authority as described in the Plan of Operation is ready to begin full and continuous handling of the DSW of the User, whichever first occurs. The Authority shall give the User as much advance notice of the date on which such operations are to commence as is practicable under the circumstances. This Agreement shall be binding upon the parties, commencing upon the execution hereof, and extending for a period of five (5) years, or until such time as the Authority has defeased or paid the debt incurred in the financing of its Disposal System, whichever occurs later, Unless written notice of termination is sent to the other parties to this Agreement not less than 120 days before the expiration of the initial term hereof, this Agreement shall automatically be extended upon the same terms and conditions (fees to be adjusted as described in the Plan of Operation), without further action by the parties, upon the expiration of the initial term as described hereinabove, for a five (5) year renewal term. In the event this Agreement is extended for such five (5) year renewal term, the term of this Agreement may also be extended upon the expiration of such second renewal term for up to two (2) consecutive five (5) year renewal terms, upon terms and conditions mutually acceptable to the User and the Authority.

ARTICLE IV – DELIVERY CONDITIONS

1. The User hereby agrees to deliver or cause to be delivered to the Disposal System in accordance with the Plan of Operation, substantially all (at least 95 percent per year) of the DSW which is generated or collected by or within or under the control of the User from the after the Phase I Start Up Date and throughout the remaining term of this Agreement. The User will also use its best efforts to enter into contractual agreements with each locality, generator and commercial hauler of DSW for their use of the Disposal System.
2. Subject to the terms and conditions of this Agreement and the Plan of Operation, the Authority hereby agrees to receive and accept all DSW delivered to the Disposal

System by the User after the Phase I Start Up Date and throughout the remaining term of this Agreement.

3. The Authority shall provide one or more Transfer Stations to the User for the disposal of DSW. The location of all Transfer Stations shall be specified in the Plan of Operation. The Authority shall have the right to designate a separate point or points of delivery for any grades or categories of DSW which in its opinion require special handling or methods of disposal.

The User hereby agrees not build or allow to be built any facilities that would compete with the Disposal System during the duration of the term of this Agreement.

ARTICLE V – CHARGES AND FEES FOR USE OF AUTHORITY DISPOSAL SYSTEM

1. The User agrees to pay to the Authority fees as established under fee schedules adopted by the Authority in accordance with the Act, for the disposal of DSW delivered to the Disposal System by the User. The Authority may, but is not obligated to, establish individual fee schedules for various types of users and grades or categories of DSW which require special handling or methods of disposal. It is understood between the parties that the Authority may establish a special schedule of fees, at its sole discretion, for individuals who may deliver Household DSW (as defined in the Plan of Operation) to the Authority for disposal in a privately owned automobile or a low side pickup.
2. The Authority shall invoice the User for the Tipping Fees on a monthly basis (within ten (10) days after the end of the month). Such invoices will show the total tonnage received by the Authority attributable to the User during the billing period of all DSW. Such invoices shall be due and payable without offset on the last day of the billing period following the billing period covered by the invoice.
3. The DSW delivered to the Disposal System will be weighed for the purpose of determining the actual tonnage received. Fractions of tons actually received shall be invoiced on an accumulated basis each month. In the event of inoperation of the Authority's weighing scales or other measuring device, an estimate of the amount

of DSW received will be computed based on the average amount received per vehicle, when dumping records for such vehicle for the six (6) months immediately preceding are available, or when such records are not available, will be computed based on the average amount received per vehicle of like size and/or compaction ratio.

4. The Authority shall determine its fees for any given operating year based on the factors specified in the Act together with the Authority's projection and total tonnage. Such fees so determined shall be modified (1) to correct a material error in calculation or projections, (2) to prevent a default in the payment of the principal or the premium, if any, or interest on or any other amounts due, or to become due, with respect to any indebtedness of the Authority, or (3) to prevent a default under any resolution, trust indenture, trust agreement or other agreement authorizing or securing indebtedness of the Authority. Such fees may be modified to provide for an alternative landfill site or to correct a non-material error in calculation or projections. In addition, notwithstanding any contrary provision of this Agreement, the Authority shall revise its charges as often as may be necessary so as to produce revenues sufficient at all times to ensure timely payment of the cost of operation and maintenance of the Disposal System, and debt service on its indebtedness.
5. In the event the total tons of DSW delivered to the Authority's disposal System during any operating period do not meet its projections or fees and income to the Authority are insufficient to meet its budgetary and financial requirements, including payment of all amounts due under or compliance with any terms of any resolution, trust indenture, trust agreement or other agreement authorizing or securing indebtedness of the Authority, and obligations, or to prevent a default thereon, the Authority shall compute the sums per ton required to make up the deficit or comply with such terms, and the User shall be assessed the amount so determined for each ton of DSW delivered thereafter to the Authority for disposal.

ARTICLE VI – TITLE TO SOLID WASTE; LIABILITY FOR SOLID WASTE

1. Title to all DSW delivered to the Disposal System by the User shall pass to the Authority when recorded by the Authority's weighing scales or other measuring devices at the Authority's facilities, **EXCEPT** that title to Hazardous Waste and

Non-Conforming Waste shall not vest or pass to the Authority even if Hazardous Waste and Non-Conforming Waste is delivered to and unknowingly accepted by the Authority. Inoperability or unavailability of the Authority's measuring devices shall not alter the transfer of title to DSW delivered to and accepted by the Authority. The User further agrees to join with the Authority in defense of any adverse claim to ownership of DSW.

2. In the event that Hazardous Waste is inadvertently or unknowingly delivered to and/or accepted by the Authority, it is understood and agreed between the parties that liability for any environmental contamination, adverse affects, penalties or damages resulting from, and necessary costs of correction, shall be imposed upon the User. To the extent permitted by law the Authority shall be indemnified and save harmless by the User from and against liability with results from said Hazardous Waste delivery and acceptance.
3. To the extent permitted by law the Authority will indemnify and save harmless the User from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incurred by the User to the extent that such result from (a) any breach by the Authority of any of its agreements hereunder, and (b) any negligent act or omission of the Authority, its employees or agents in the performance of services under this Agreement; provided, however, that the Authority shall not be so obligated to the extent that such result from any negligent or intentional act or omission of the User or of any of its officers, agents, servants, employees, or contractors or to the extent that such results from any breach by the User of its agreements hereunder.
4. To the extent permitted by law the User will indemnify and save harmless the Authority from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incurred by the Authority to the extent that such result from (a) any breach by the User of any of its agreements hereunder, and (b) any negligent act or omission of the User, its employees or agents in the performance of services under this Agreement; provided, however, that the User shall not be so obligated to the extent that such result from any negligent or intentional act or omission of the Authority or of any

of its officers, agents, servants, employees or contractors or to the extent that such results from any breach by the Authority of its agreements hereunder.

ARTICLE VII – DEFAULT

1. In the event of default, hereunder, the nondefaulting party shall have the right, but not the obligation, to cure such default and to charge the defaulting party for the cost of curing said default, and to obtain reimbursement thereof.
2. Upon the occurrence of a default by the Authority hereunder, any User, after giving notice of such default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Authority to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.
3. Upon the occurrence of a default by a User, the Authority, after giving notice of such default to all parties, may bring suite by mandamus or other appropriate proceeding to require the User to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.
4. No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive or any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by stature.

ARTICLE VIII – NO PARTNERSHIP

Nothing herein shall be construed to constitute a joint venture between the Authority and the User or the formation of a partnership.

ARTICLE IX – FORCE MAJEURE

1. Failure of any party to perform hereunder, including failure of the User to deliver or cause to be delivered DSW, and inability of the Authority to accept DSW, by reason of Force Majeure (as defined in the Plan of Operation) shall not constitute a default or be cause for termination of this Agreement. However, the party so failing to perform shall immediately notify the other party of the failure, including reasons thereof, and shall make reasonable efforts to correct such failure to perform at the earliest possible date.

2. If, by reason of Force Majeure, the Authority cannot accept DSW at the Transfer Station located within the User's region, the Authority shall immediately provide for and notify the User of an alternate delivery points(s).
3. Solely in the event that no facilities of the Authority are available for disposal of DSW the User shall have the right, but not the obligation, to dispose of or cause to be disposed of DSW at locations other than the Transfer Station located within the User's region until the cause of the Authority's inability to accept the User's DSW is cured, but not thereafter.

ARTICLE X – EXTENT OF AGREEMENT

This Agreement, together with the Plan of Operation, represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be modified, altered or amended unless in writing and signed by the parties.

ARTICLE XI – ARBITRATION

1. All claims, disputes and other matters in question relating to this Agreement or the breach thereof shall be decided by arbitration in Russell County, Virginia or at such other place as the parties agree, in accordance with the rules of the American Arbitration Association then obtaining. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.
2. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall a demand for arbitration be made after the applicable statute of limitations would bar institution of legal or equitable proceedings based on such claim, dispute or other matter in question.
3. The award at such arbitration shall be final, and judgement may be entered thereon by a court of competent jurisdiction.

ARTICLE XII – GENERAL

1. In the event that any provisions of this Agreement shall be held to be invalid, the remaining provisions shall be valid and binding upon the parties.
2. One or more waivers by either party hereto of performance of any obligation and/or covenant hereunder shall not be construed as a waiver of subsequent breach of any obligation and/or covenant.
3. Neither the User nor the Authority shall delegate or assign its duties under this Agreement without the written consent of the other.
4. The construction and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Virginia.
5. Any notices hereunder shall be in writing addressed to the party as set forth below or at such other address as may be designated in writing to the other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and attested by duly authorized officials as of this the ____ day of _____, 2020.

Cumberland Plateau Regional Waste Management Authority

By _____ (SEAL)
CPRWMA Chairman, _____
P.O. Box 386
Lebanon, Virginia 24266
Telephone: (276) 883-5403

ATTEST:

CPRWMA Secretary, Earl Rife (SEAL)

County of Russell County, Virginia

By _____ (SEAL)

Chairman, Russell County Board of Supervisors
137 Highland Drive
Lebanon, Virginia 24266
Telephone: (276) 889-8000
Fax: (276) 889-8011

ATTEST:

County Administrator, Russell County Board of Supervisors (SEAL)

ATTEST:

County Attorney, Russell County Board of Supervisors (SEAL)

Subscribed and acknowledged to before me by Chairman of Cumberland Plateau Regional
Waste Management Authority 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 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



Board of Supervisors

137 Highland Drive
Lebanon, VA 24266

Meeting: 5/4/20 6:00 PM

Action Item C-1 – C-8

Presenter: Administrator

County Administrator Reports & Requests

The County Administrator Reports & Request for May 2020:

REPORTS

1. RC Landfill 258 & 515 Groundwater/Gas Closures.....C-1

REQUESTS

1. CDBG Planning Grant – Cleveland Sewer Treatment Plant Upgrade.....C-2
2. VT CDAC Letter of Confirmation for U.S. Environmental Protection Agency’s (EPA) Brownfields Assessment Grant.....C-3
3. Russell County Sheriff & Washington County Sheriff Mutual Aid and Cooperation Agreement for Law Enforcement Services (2020-2023).....C-4
4. Russell County Sheriff & Buchanan County Sheriff Mutual Aid and Cooperation Agreement for Law Enforcement Services (2020-2023).....C-5
5. CPRHA Five-Year Action Plan & Annual Environmental Review Plan.....C-6
6. Lebanon Elementary School Wall Repair ContractC-7
7. Honaker School Property Transfer Public Hearing.....C-8

STAFFRECOMMENDATION(s):

Board Discretion.

SUGGESTEDMOTION(s):

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

March 26, 2020

Mr. John D. Surber, Jr.
Groundwater Remediation Specialist
Virginia Department of Environmental Quality Southwest Regional Office
355 Deadmore Street
P.O. Box 1688
Abingdon, Virginia 24212

Re: Russell County Closed Landfill 258 and 515 Groundwater/Gas Closure

Dear Mr. Surber:

On November 20, 2019 I notified Mr. Daniel P. Scott that Russell County would be closing the DEQ approved gas and groundwater monitoring wells as the Closed 258 and 515 Landfills. To give you some background, in 2014 VA DEQ approved Russell County with a partial termination on both their 258 and 515 landfills. To assist Russell County, the Cumberland Plateau Regional Waste Management Authority contracted with Barton Well Drilling to perform the well abandonments. On December 19-20, 2019 Barton's Well Drilling conducted the well closures. Russell County's Engineering firm of Draper Aden Associates assisted us during the closure and prepared a report-see attached report. Barton's Well Drilling used a cement grout containing 3% bentonite mixture for sealing the monitoring wells. In addition to Draper Aden Associates staff being present during the event, Mr. Brian Ferguson (Russell County Solid Waste Director) and me were onsite.

On behalf of the Cumberland Plateau Regional Waste Management Authority I want to personally thank you and Mr. Dan Scott for the assistants during this process. As you know, this partial closure will save Russell County thousands of dollars in post closure care monitoring. Mr. Scott, in my opinion went above and beyond to help both me and the county's engineers during this process-in both 2013 and 2020. Mr. Scott should be commended for his due diligence and

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266

Phone 276-698-9414 FAX 276-889-8011

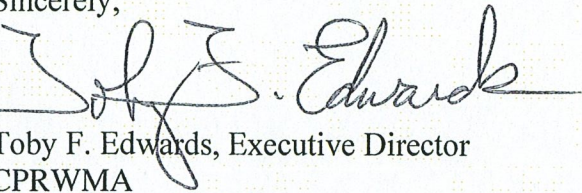
www.cprwma.com



his desire to help us with completing our Post Closure Care Termination.

Again, I want to thank you and Mr. Dan Scott for the assistance with our request for Post Closure Care Termination in Russell County. If you have any questions please feel free to call me, Mr. Brian Ferguson 276-889-8000 or Mr. Will Mason-Deese 540-552-0444.

Sincerely,



Toby F. Edwards, Executive Director
CPRWMA

Cc: Mr. Daniel P. Scott, VA DEQ
Cc: Mr. Brian Ferguson, Russell County Solid Waste Director
Cc: Mr. Lonzo Lester, Russell County Administrator
Cc: Mr. Damon Rasnick, CPRWMA Chairman
Cc: Mr. Will Mason-Deese, Draper Aden Associates

Well Abandonment Report

DATE: March 24, 2020
TO: John Surber, VDEQ-SWRO
CC: Lonzo Lester, County Administrator, Russell County
Brian Ferguson, Russell County
Toby Edwards, Director of Waste Management Services, CPPDC
Sri Nathella, P.E., DAA
Dan Manweiler, Groundwater Manager, VDEQ-SWRO
FROM: Will Mason-Deese, Project Geologist, Draper Aden Associates
LOCATION: Closed Russell County Landfill, Permit Nos. 258 and 515
SUBJECT: Notification of Groundwater Well and Gas Probe Abandonment
Draper Aden Associates Project No. B13159B-01

Driller Performing abandonment: Barton Drilling and Pump Service, Lebanon, Virginia

Well Abandonment Comments:

On December 19-20, 2019, Russell County completed their planned abandonment of monitoring wells MW-2 and MW-3 and abandonment of gas boundary probes BP-1 through BP-4 at the Closed Russell County Landfill, Permit No. 515, as well as, abandonment of gas boundary probes BP-5 through BP-9 at the Closed Russell County Landfill, Permit No. 258.

The Permit No. 515 landfill received approval from Virginia Department of Environmental Quality (VDEQ) to terminate post-closure care activities, including groundwater and gas monitoring, in December 2014. The Permit No. 258 landfill received approval from VDEQ to terminate post-closure care gas monitoring in 2014.

Russell County had previously notified VDEQ of their intent to abandon monitoring wells MW-2 and MW-3 and gas boundary probes BP-1 through BP-9 in correspondence with VDEQ. The monitoring wells and gas boundary probes were subsequently abandoned in accordance with applicable VDEQ/Virginia Department of Health guidelines (12VAC-630-450).

Barton Drilling and Well Service personnel performed the well abandonment field procedures. On behalf of Russell County, Draper Aden Associates (DAA) personnel coordinated, observed and documented the well abandonment.

Attachment 1

Field Notes

MW-2 (SWF 915).

Start (1230)

Dug out and removed concrete pad

Steel riser cut off flush at ground surface

Tremie pipe inserted to bottom of well

and pressure grouted until fill to
ground surface.

5-bags of cement.



PHOTOGRAPH 1. View of groundwater monitoring well MW-3 being pressure grouted with a tremie pipe.

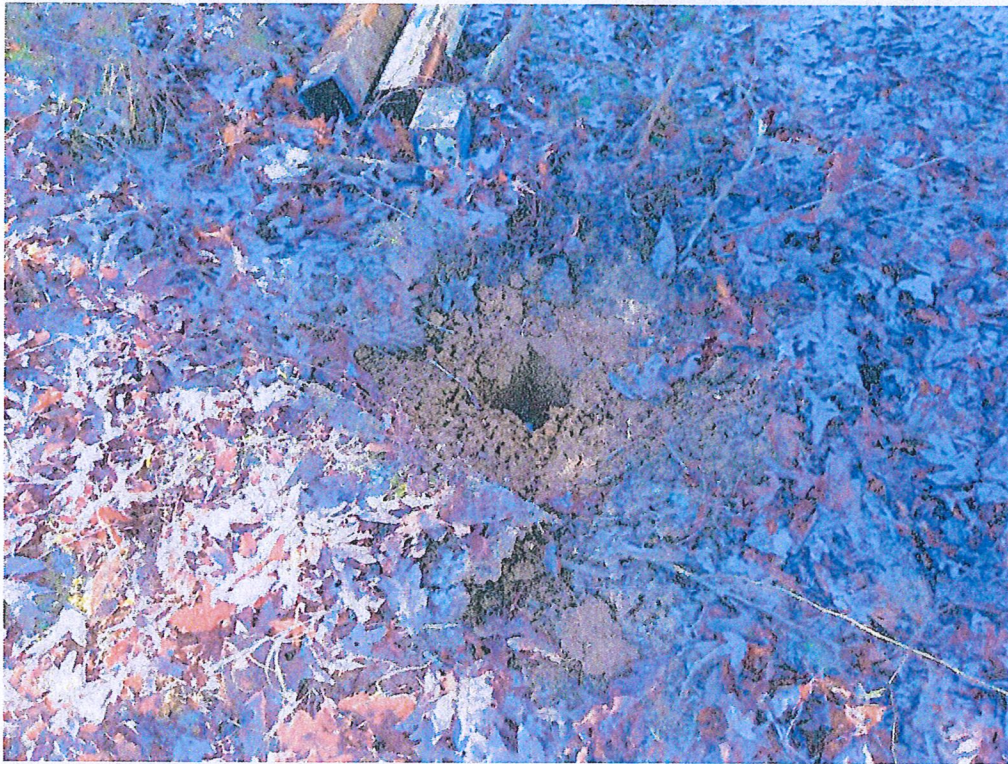


PHOTOGRAPH 2. View of groundwater monitoring well MW-3 with cement surface plug.



Draper Aden Associates
Engineering □ Surveying □ Environmental Services

**Closed Russell County Landfill
Permit Nos. 258 & 515
Russell County, Virginia
Draper Aden Associates JN: B13159B-01**



PHOTOGRAPH 5. View of gas boundary probe BP-1 with surface completion removed. Concrete pad was removed and steel riser and probe casing cut at the surface. Representative of abandonment procedures at all gas boundary probes.



PHOTOGRAPH 6. View of gas boundary probe BP-1 with cement surface plug. Representative of abandonment procedures at all gas boundary probes.



Draper Aden Associates
Engineering □ Surveying □ Environmental Services

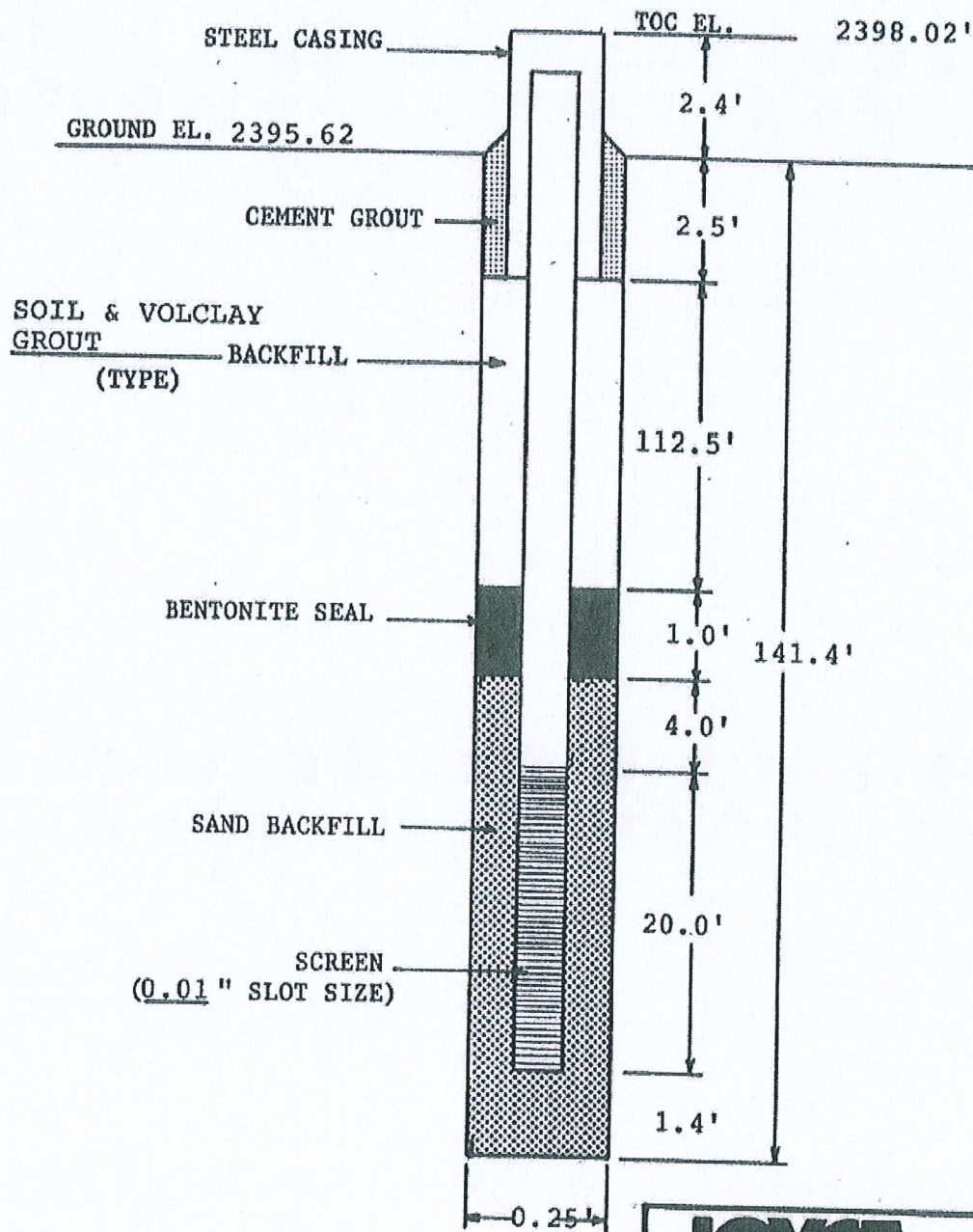
**Closed Russell County Landfill
Permit Nos. 258 & 515
Russell County, Virginia
Draper Aden Associates JN: B13159B-01**

MONITORING WELL/PIEZOMETER CONSTRUCTION SCHEMATIC

CLIENT: RUSSELL COUNTY SANITARY LANDFILL

LOCATION: SEE SITE MAP B-6

PROJ. No.: 155 ID No.: MW-2 DIA.: 2" I.D. DEPTH: 141.4'



JOICE

ENGINEERING, INC.

Princeton, W.V.

Depth	Stratum Description	Depth	Notes
45	CLAY		MW-2
		48.5	
		50.0	15-11-18 Brown CLAY wigh manganese & chert, moist
		53.5	
		55.0	7-11-13 Brownish-red CLAY with chert & som sand, wet
		58.5	
		59.5	3-6-stopped Brown CLAY with chert; wet; NOTE: Augers leading off
		63.5	
		65.0	3-3-4 Ditto.
		68.5	
		70.0	5-11-20 Brown CLAY with quartz fragments, 1
		73.5	
		75.0	3-1-1 No recovery; Auger Refusal @ 78.0', Set casing to 77.0', Begin coring @ 77.6'
		77.6	
	DOLOMITE		
			P#1 R=9.2' R=8.6' L=0.6'
			Light gray DOLOMITE, moderately fraured, slightly weathered
		86.9	
			P#2 R=2.7' R=3.3' G=0.6'
			Ditto
		89.6	
			P#3 R=4.5' R=4.5' L=0
			Ditto
		94.1	
			P#4 R=4.4' R=4.1' L=0.3'
			Ditto
		98.5	
	CLAY (continued)		P#5 R=1.9' R=1.6' L=0.3'
			Dolomite 98.5' - 98.8' Clay 98.8' - 100.4'

* No. of Blows Required to Drive 2" O.D., 1.375" I.D., Sampler 6"
Using 140-lb. Hammer, 30" Fall.
** Core Recovery as Percent of Length of Drill Run.

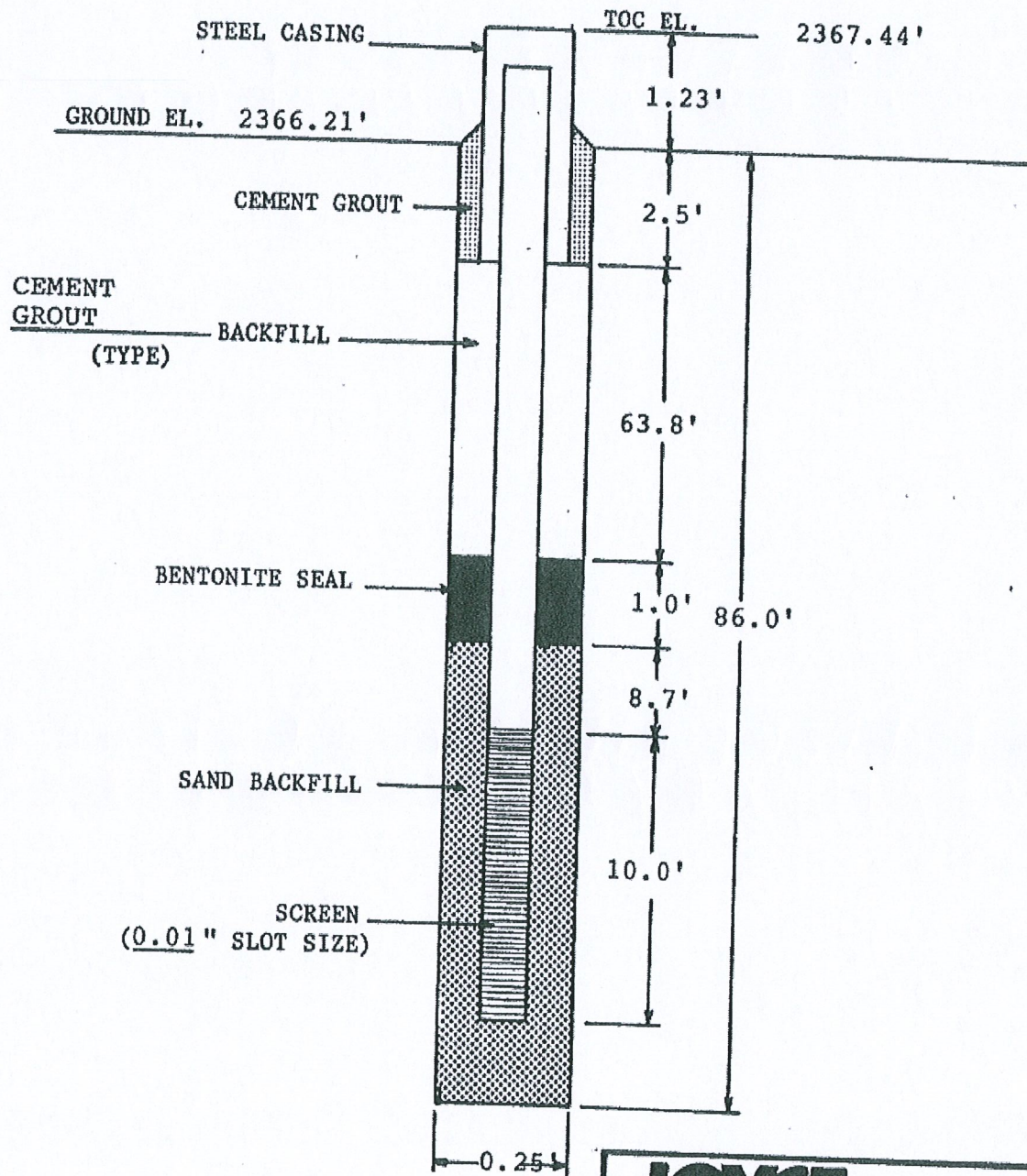
TERROCK CORPORATION
Abingdon, Virginia

MONITORING WELL/PIEZOMETER CONSTRUCTION SCHEMATIC

CLIENT: RUSSELL COUNTY SANITARY LANDFILL

LOCATION: SEE SITE MAP

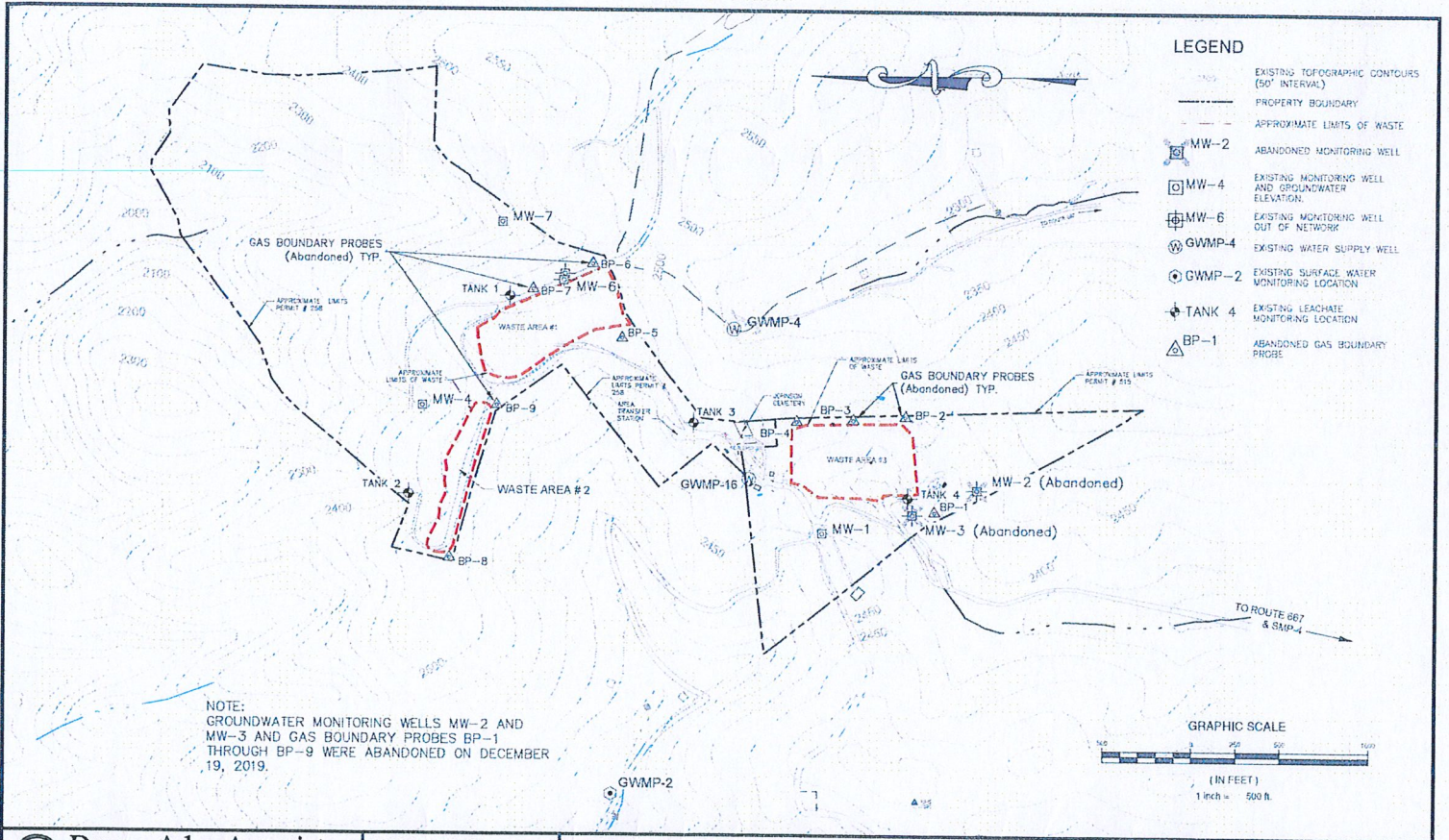
PROJ. No.: 155 ID No.: B-3/MW-3 DIA.: 2" I.D. DEPTH: 86.0'



Depth	Stratum Description	Sample Depth	Sample Blows* Core Recovery**	MW-3 Sample Description
45	As above			
49.0		49.0		
50.0		50.0	WOT*	Brown sandy CLAY with sandstone chert fragments, saturated
54.0		54.0		
55.0		55.0	WOT-1	Ditto, some rock fragments
59.0		59.0		
60.0		60.0	1-1	Brown & black sandy CLAY, saturat
64.5		64.5		
65.0		65.0	22/0.5'	Brown CLAY, saturated/Dark gray I STONE, severely weathered, fractu moist to wet
67.3		67.3		Set casing to 66.7', tri-coned to 67.3', Started NW coring @ 67.3'
70	Gray LIMESTONE, top is .. severely fractured, becomes sounder with depth		88%	Gray LIMESTONE, fine grained, mod ately hard to hard, severely frac ured 67.3' - 69.5' & 73.5' - 75.8 moderately fractured 69.5' - 73.5 high angle joint, some iron-stain silt-coated about 71.1'
75		75.8	RQD = 18%	Block - water return complete run No water return on re-entering
80			98%	Gray LIMESTONE as above, slightly fractured, chert nodules @ 76'±; near horizontal bedding, weathered bedding planes; occasional high an joint; zone of clasts from 83.2' 84.1', several calcite-headed frac ures, water back to 1' below top @ 81.0'
80			RQD = 80%	
86.0	Boring terminated @ 86.0 ft	86.0		

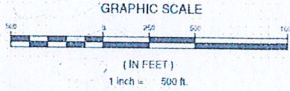
* WOT - Weight of tools

* No. of Blows Required to Drive 2" O.D., 1.375" I.D., Sampler 8" Using 140-lb. Hammer, 30" Fall.
 ** Core Recovery as Percent of Length of Drill Run.



- LEGEND**
- EXISTING TOPOGRAPHIC CONTOURS (50' INTERVAL)
 - PROPERTY BOUNDARY
 - APPROXIMATE LIMITS OF WASTE
 - MW-2 ABANDONED MONITORING WELL
 - MW-4 EXISTING MONITORING WELL AND GROUNDWATER ELEVATION
 - MW-6 EXISTING MONITORING WELL OUT OF NETWORK
 - ⊙ GWMP-4 EXISTING WATER SUPPLY WELL
 - ⊙ GWMP-2 EXISTING SURFACE WATER MONITORING LOCATION
 - ⊙ TANK 4 EXISTING LEACHATE MONITORING LOCATION
 - △ BP-1 ABANDONED GAS BOUNDARY PROBE

NOTE:
GROUNDWATER MONITORING WELLS MW-2 AND MW-3 AND GAS BOUNDARY PROBES BP-1 THROUGH BP-9 WERE ABANDONED ON DECEMBER 19, 2019.



Draper Aden Associates
 Engineering • Surveying • Environmental Services
 2206 South Main Street Blackburg, VA 24050
 540-552-0444 Fax 540-552-0291

DESIGNED WMD
 DRAWN DLD
 CHECKED SN
 DATE 03/24/2020

SITE PLAN
 RUSSELL COUNTY LANDFILL
 RUSSELL COUNTY, VIRGINIA

SCALE: 1"=500'
 PLAN NO. B13159B-01
 FIGURE 1

P:\03\107101\B13159B-01\DWG\B13159B-01.dwg, 10/24/2019, 1:58pm

From: [Jim Baldwin](#)
To: lonzo.lester@russellcountyva.us
Cc: "[Jennifer Chumbley](#)"; "[Debbie Milton](#)"
Subject: FW:
Date: Friday, May 1, 2020 11:10:54 AM
Attachments: [20200430144738518.pdf](#)

Lonzo- I haven't gotten any feedback on the Planning Grant application, so I think it's good to put before your Board on Monday. Call if you have any questions. Jim

From: Jim Baldwin [mailto:jimbaldwin@bvu.net]
Sent: Thursday, April 30, 2020 2:55 PM
To: 'Jennifer Chumbley' <jennifer.townofclevelandva@gmail.com>; 'lonzo.lester@russellcountyva.us' <lonzo.lester@russellcountyva.us>; 'Weaver, Matt' <matthew.weaver@dhcd.virginia.gov>; 'Blevins, Joe' <joe.blevins@dhcd.virginia.gov>; 'Keene, Willard' <willard.keene@deq.virginia.gov>; 'Spencer, William' <william.spencer@deq.virginia.gov>; 'Jeffrey Hurst' <jeffrey.hurst@deq.virginia.gov>; 'Katie Patton' <kpatton@chafinlaw.com>; 'Debbie Milton' <debbiemilton@bvu.net>; 'brian.stanley@vdh.virginia.gov' <brian.stanley@vdh.virginia.gov>
Cc: 'rebecca.dye' <rebecca.dye@russellcountyva.us>; 'steve.breeding' <steve.breeding@russellcountyva.us>
Subject: FW:

All- Here is the revised CDBG Planning grant application that the Russell County BofS will consider at their meeting this coming Monday evening. If you have any changes or suggestions, let me know asap and I'll get them to Lonzo.

For Brian's information, it was decided that an Urgent Need CDBG application was not the best route to go, so the Declaration from the State Health Commissioner is not needed. Also, it is hoped that other sources of funding for the immediate need for pump and haul will be identified. Bill Spencer is tracking down some possibilities.

Let me know if there is anything we can do to assist you in this effort.

Jim

Application to DHCD Submitted through CAMS

County of Russell, Virginia
Cleveland Sewer System PER

Application ID: 72604242020092716
Application Status: Incomplete
Program Name: CDBG Planning Grants - 2020
Organization Name: County of Russell, Virginia
Organization Address: 137 Highland Dr.
Lebanon, VA 24266-7169
Profile Manager Name: Vicki Porter
Profile Manager Phone: (276) 889-8000
Profile Manager Email: vicki.porter@russellcountyva.us

Project Name: Cleveland Sewer System PER
Project Contact Name: Lonzo Lester
Project Contact Phone: (276) 889-8000
Project Contact Email: lonzo.lester@russellcountyva.us
Project Location: 137 Highlands Drive
Lebanon, VA 24266-7169
Project Service Area: Russell County, Cleveland Town

Total Requested Amount:
Required Annual Audit Status: Accepted

Application to DHCD Submitted through CAMS

County of Russell, Virginia
Cleveland Sewer System PER

Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
Planning Grant Activities	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$0.00	\$0.00

Budget Narrative:

Questions and Responses:

1. **The information below only refers to the narrative requirements for a proposal. Please refer to the CDBG Program Design for further information on Virginia's overall program objectives, policies and priorities, overarching requirements, program specific requirements, and CDBG National objectives and requirements. Contact DHCD with any questions.**

A locality interested in obtaining Planning Grant assistance must submit a pre-planning application providing a brief description of the project area and the community development needs in this area, a discussion of the locality's and project area's readiness and capacity to proceed with a participatory planning process, and some justification for why Planning Grant funding is needed. DHCD will review the locality's response to the pre-planning application questions and if no additional information is required will assign initial activities which must be completed in order for planning grant funds to be awarded.

DHCD will generally respond in writing within 30 calendar days and authorize up to 10% in funding to cover expenses incurred during the pre-planning process. These expenses are reimbursable upon execution of the planning grant contract. In the event, the planning grant initial activities are completed and the planning process does not progress any further, the locality is still eligible to receive up to 10% of reimbursable expenses incurred.

NEEDS AND OPPORTUNITIES

1. Describe the needs and opportunities that the locality intends to address with CDBG Planning Grant funding. How does the locality know about this need? Include as much detail as is currently known (prior to examining this need further using Planning Grant funding)

Answer:

This CDBG Planning Grant will address the need for a Preliminary Engineering Report (PER) to determine the long-term solution for providing an adequate sewage treatment system for the Town of Cleveland. The Town's STP was the victim of a catastrophic event on April 6, 2020, which literally lifted the plant out of the ground causing an imminent threat of raw sewage emptying into the nearby Clinch River. The Virginia Department of Health (VDH) and the Department of Environmental Quality (DEQ) have been working with the Town, Russell County and the Cumberland Plateau Planning District Commission to provide limited emergency funding for either a "quick fix" at the plant or for pump and haul services to prevent an environmental disaster.

Subsequent recent heavy rains have further damaged the STP, practically ruling out the "quick fix" option. The need for a PER for a long term regional fix is now paramount and necessary for the eventual CDBG application for construction funding that could fall under CDBG's Regional Water/Wastewater project type.

Application to DHCD Submitted through CAMS

County of Russell, Virginia

Cleveland Sewer System PER

2.

NEEDS AND OPPORTUNITIES

2. Is there a lack of or gap in the availability of one or more basic community attributes or services found in comparable communities? Does the missing attribute or service directly affect low- and moderate-income persons? Does the missing attribute relate to blighting conditions?

Answer:

The Town of Cleveland is an LMI Community and is unable to address this critical need due to lack of financial resources. The Russell County Board of Supervisors has agreed to be the fiduciary for the CDBG application for the project, but is likewise unable to fund it. Russell County is an At-Risk County in the ARC Program.

3. NEEDS AND OPPORTUNITIES

3. Is there a certain condition in place that if addressed, will provide an opportunity for growth, revitalization, or economic restructuring?

Answer:

The proposed PER will look at a long-term fix to Cleveland's sewer system to include their STP and the collection system. The current situation provides an opportunity to look at a regional approach with the County.

For Cleveland to be able to reverse a decline in population and economic vitality, it has adopted an economic restructuring strategy that focuses on the Clinch River, the most biodiverse river in North America. The new Clinch River State Park provides a real opportunity for economic growth, especially in light of the recently completed downtown project which removed blighting conditions in the Town and developed a modern campground, trail and a pedestrian bridge linked to Downtown Cleveland. However, for the Town to benefit, adequate sewerage treatment facilities must be in place. Russell County stands to benefit greatly from the development of the Clinch River State Park. It has the most river miles in the Park and Cleveland will be the County's main destination for the Park.

4. TIMELINESS

4. Describe why these needs must be addressed now.

Answer:

The need to address the STP collapse is urgent and immediate to prevent an environmental catastrophe. The PER and subsequent CDBG construction application will provide the long-term fix while other emergency funding is freed to address the immediate threat of raw sewage entering the Clinch River.

5. TIMELINESS

Application to DHCD Submitted through CAMS

County of Russell, Virginia

Cleveland Sewer System PER

5. Has an unforeseen action occurred that threatens the health or safety of the community? Has an opportunity arisen which the community can use to its advantage? Have potential beneficiaries been mobilized or otherwise communicated their intentions to address community needs? Has the community developed a strategic or action plan that includes project priorities and is the community ready to address the highest priority item?

Answer:

The catastrophic events leading up to the collapse of the Town's STP were unforeseen and further complicated by recent flooding events. The silver lining, if it could be called that, is the opportunity offered Cleveland and Russell County to address a long-term solution to the Town's aging sewer system. As a main destination of the Clinch River State Park, Cleveland must be able to provide a sewage treatment and collection system to protect water quality in the river and the freshwater mussel nursery just below the Town. The Town and County leaders, state regulatory agencies, environmental groups and cognizant state agencies are supporting the effort to quickly mobilize available resources.

6. READINESS

6. Describe how ready the community residents and local government are to complete planning and implement a project to meet the perceived needs. What steps have been taken to get the community and local government ready to proceed?

Answer:

The Town of Cleveland, Russell County and the Cumberland Plateau are working together with other agencies and organizations to complete a planning and implementation effort to meet the need for a PER and eventual construction project. The County has agreed to be the applicant for these projects and the PDC will provide grant management services as requested.

7. READINESS

7. What evidence is there that both the community and local government have the energy and will to make progress on this project? Is the local government supportive of the project? Is there community support and consensus regarding the perceived needs? Have real community sparkplugs been identified?

Answer:

The catastrophic damage to the Town's sewage treatment plant has created a sense of urgency that has mobilized all parties to work together on both short-term and long-term solutions to the problem. Several conference calls necessitated by the current State of Emergency declaration, have been hosted by DEQ and included the local governments and other agencies. A consensus on the approach to address the need is in place.

8. READINESS

8. Include status of other planning grant application(s) and state whether or not your ability to complete the CDBO

Application to DHCD Submitted through CAMS

County of Russell, Virginia

Cleveland Sewer System PER

planning grant is contingent on receiving funds from other sources. Please provide a list of other organizations or agencies that you have submitted planning grants applications. Provide a copy of the award letter(s) for funding commitment(s) and date of funding availability.

Answer:

No other planning grant funding is being sought. The CDBG funding requested is sufficient to complete the PER.

Russell County Virginia

“The Heart of Southwest Virginia”

Oris Christian
At-Large

Carl Rhea
District 3

Tim Lovelace
District 1

Rebecca Dye, Chairperson
District 6

David Eaton
District 4

Lou Ann Wallace
District 2

Steve Breeding, Vice-Chairman
District 5

Lonzo Lester
County Administrator

May 4, 2020

Elizabeth Gilboy, Director
Community Design Assistance Center/Virginia Tech
101 S Main St (0450)
Blacksburg, VA 24060

Dear Ms. Gilboy,

Please accept this letter as confirmation that Russell County Board of Supervisors understands that the Community Design Assistance Center (CDAC) at Virginia Tech received a grant from the U. S. Environmental Protection Agency's (EPA) Brownfields Assessment grant program to assist communities in southwest Virginia assess and develop conceptual designs for the redevelopment of potentially contaminated sites.

As a community selected to receive CDAC's services, we understand that there is no charge for the services and no cash or in-kind match requirement on the part of Russell County Board of Supervisors. We also understand that our obligation will be to establish a Stakeholders Committee comprised of the appropriate officials that will provide input to help develop the design concept and that serve as the voice of the community. The list of those on the Stakeholders Committee will be sent to CDAC prior to the start of any work. We will also identify a point of contact who will serve as the main point of contact for both CDAC and Cardno.

Russell County Board of Supervisors accepts the services of CDAC (no cost) and Cardno (no cost).

Sincerely,

Rebecca Dye
Chairperson
County of Russell Virginia

From: [Elizabeth Gilboy](#)
To: [lonzo.lester](#)
Cc: [Lou Wallace](#); [Nick Proctor](#); joe.morici@cardno.com
Subject: Conceptual Redevelopment Plan for the former Sun Motors Property
Date: Wednesday, April 22, 2020 9:55:43 AM
Attachments: [EPA Sun Cover Letter_200421.pdf](#)
[EPA Sun Transfer Station Conceptual Design PRO_200421.pdf](#)
[LetterofCommitmentSample_180627.docx](#)

Dear Mr. Lester,

The Community Design Assistance Center (CDAC) of Virginia Tech received a U.S. Environmental Protection Agency (EPA) Brownfields Assessment grant to assess potentially contaminated sites in southwest Virginia communities and help these communities develop conceptual redevelopment plans for the properties. The EPA Assessment Grant provides funding for CDAC to help communities determine if a site might be contaminated and then to plan for the possible redevelopment of that site through conceptual design development. EPA does not require or commit communities to any cleanup if the community participates in this process.

Attached is a proposal for creating a conceptual redevelopment plan for the former Sun Motors property and conducting a Phase I Environmental Site Assessment (ESA) for that property. CDAC will work with a stakeholders committee to create a conceptual design for redeveloping the Sun Motors property as a solid waste transfer station for Russell County. Simultaneously, a Phase I Environmental Site Assessment (ESA) will be conducted for the Sun Motors property. The Phase I ESA involves a review of records, a site inspection, and interviews with owners, occupants, neighbors and local government officials. This will be conducted by Cardno, the environmental consultant working with CDAC. **Phase II sampling and laboratory analysis will not be conducted during this project.** If additional environmental assessment assistance is needed, Cardno may be able to assist and provide guidance on next steps.

The services that would be provided by CDAC for the conceptual redevelopment plan and Cardno, the environmental consultant preparing the Phase I ESA, are valued at \$14,075. The services described in the attached proposal would be covered by CDAC's EPA Brownfields Assessment grant and provided at no-cost to Russell County. The proposed project timeline is from 5/4/20 – 8/28/20. No cash or in-kind match is required. However, it is still important for the County to track stakeholder participation (such as through sign-in sheets at meetings) because documented community input can be very important for future grant applications.

The grant requires that a stakeholders committee be set up for the project comprised of key parties. Examples for this project include the property owner, representative(s) from the Russell County Board of Supervisors, the County's solid waste collection representative(s), and the Virginia Department of Transportation. One person must serve as the main point of contact for the project.

Attached is a proposal that outlines the scope of work, the timeline, and value of the services. If Russell County would like to accept the proposal and proceed with this

project:

- Send a Letter of Commitment accepting the assistance of CDAC and Cardno through the EPA Brownfields Assessment grant at your earliest convenience. Attached is a sample Letter of Commitment that can be used as a template on the appropriate organization letterhead.
- Let me know who will serve as the main point of contact in Russell County for the project.

On behalf of CDAC and the Cardno team, we look forward to working with you!

Elizabeth

Elizabeth Gilboy, Director
Community Design Assistance Center/Virginia Tech
101 S. Main St (0450)
Blacksburg, VA 24060
540-231-5644 (p)
540-231-6089 (f)



April 21, 2020

Mr. Lonzo Lester, County Administrator
Russell County
137 Highland Drive
Lebanon, VA 24266

RE: Conceptual Redevelopment Plan for the Former Sun Motors Property

Dear Mr. Lester,

The Community Design Assistance Center (CDAC) of Virginia Tech received a U.S. Environmental Protection Agency (EPA) Brownfields Assessment grant to assess and help communities develop conceptual redevelopment plans for potentially contaminated sites in southwest Virginia communities. The EPA Assessment Grant provides funding for CDAC to help communities determine if a site might be contaminated and then to plan for the possible redevelopment of that site through conceptual design development. EPA does not require or commit communities to any cleanup if the community participates in this process.

Enclosed is a proposal for a conceptual redevelopment plan for the former Sun Motors property and a Phase I Environmental Site Assessment (ESA). The EPA Brownfields Assessment grant will provide CDAC with the opportunity to work with a stakeholders committee to create a conceptual design for redeveloping the Sun Motors property as a solid waste transfer station for Russell County.

Simultaneously, a Phase I Environmental Site Assessment (ESA) will be conducted for the Sun Motors property. The Phase I ESA involves a review of records, a site inspection, and interviews with owners, occupants, neighbors and local government officials. This will be conducted by Cardno, the environmental consultant working with CDAC. **Phase II sampling and laboratory analysis will not be conducted during this project.** If additional environmental assessment assistance is needed, Cardno may be able to assist and provide guidance on next steps.

The services that would be provided by CDAC for the conceptual redevelopment plan and Cardno, the environmental consultant preparing the Phase I ESA, are valued at \$14,075. The services described in the enclosed proposal would be covered by CDAC's EPA Brownfields Assessment grant and provided at no-cost to Russell County. The proposed project timeline is from 5/4/20 – 8/28/20. No cash or in-kind match is required. However, it is still important for the County to track stakeholder participation (such as through sign-in sheets at meetings) because documented community input can be very important for future grant applications.

The grant requires that a stakeholders committee be set up for the project comprised of key parties. Examples for this project include the property owner, representative(s) from the Russell County Board of Supervisors, the County's solid waste collection representative(s), and the Virginia Department of Transportation. One person must serve as the main point of contact for the project.

Attached is a proposal that outlines the scope of work, the timeline, and value of the services. If Russell County would like to accept the proposal and proceed with this project, please send a Letter of Commitment accepting the assistance of CDAC and Cardno through the EPA Brownfields Assessment grant at your earliest convenience. Attached is a sample Letter of Commitment that can be used as a template on the appropriate organization letterhead.

On behalf of CDAC and the Cardno team, we look forward to working with you!

Sincerely,

Elizabeth Gilboy, Director

**Sun, VA: Conceptual Redevelopment Plan for the
Former Sun Motors Property**

Submitted to:
Lonzo Lester, County Administrator
Russell County

137 Highland Drive
Lebanon, VA 24266

Phone: (276) 889-8000
Fax: (276) 889-8011
E-Mail: lonzo.lester@russellcountyva.us

April 21, 2020

Submitted by:
Elizabeth Gilboy, Director
Nick Proctor, Project Manager
Community Design Assistance Center
101 South Main Street Suite 2, Blacksburg, VA 24061
P: 540-231-5644
F: 540-231-6089
E: egilboy@vt.edu/nproctor@vt.edu

Introduction

The Community Design Assistance Center (CDAC) of Virginia Tech received a U.S. Environmental Protection Agency (EPA) Brownfields Assessment grant to assess and help communities develop conceptual redevelopment plans for potentially contaminated sites in southwest Virginia communities.

The EPA Assessment Grant provides funding for CDAC to help communities determine if a site is contaminated (and if so, with what), and then to plan for the possible redevelopment of that site through conceptual design development. EPA does not require or commit communities to any cleanup if the community participates in this process.

EPA's goals are to:

- protect human health and the environment
- sustain reuse
- promote partnerships, and
- strengthen the marketplace

The EPA describes Brownfields as:

“A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.”

The purpose of this project is to work with a Stakeholders Committee to create a conceptual redevelopment plan for former Sun Motors property.

A Phase I Environmental Site Assessment (ESA) will be conducted for this project which involves a review of records, a site inspection, and interviews with owners, occupants, neighbors and local government officials. **Phase II sampling and laboratory analysis will not be conducted during this project.**

The grant requires that a Stakeholders Committee be set up for the project comprised of key parties. The CDAC strongly suggests involving the property owner, key individuals from the Russell County Board of Supervisors, the County's solid waste collection department, and the Virginia Department of Transportation (VDOT). One person must serve as the main point of contact for the project.

Project Overview

The Community Design Assistance Center will work with a stakeholders committee to create a conceptual redevelopment plan for the former Sun Motors auto repair property, located in Sun, VA. Sun is an unincorporated community in southwest Virginia along Route 63 between St Paul and Dante in Russell County. The conceptual redevelopment plan will primarily focus on redeveloping the property into a County-operated solid waste transfer station. The solid waste transfer station will provide collection facilities for solid waste, household trash, and recycling.

Following is a list of initial design ideas/needs for the transfer station:

- Attendant building
 - Single indoor room with climate control
 - Hand tool storage
 - Restroom
- Parking for attendant's personal vehicle
- Access gate and perimeter fencing
- Paved surfaces throughout portion of the site where vehicles/dumpsters are expected
- Raised platform or lowered "pit" for trash collection bin so that patrons can dispose trash easier
- Recycling bin
- Trash compactor (will need high power input; potentially 3-phase)
- Cardboard recycling receptacle
- Hazardous material receptacle; waste oil, anti-freeze
- Appropriate site ingress/egress from Route 63, developed in consultation with VDOT
- Stream bank restoration; potential partners include:
 - The Nature Conservancy (TNC)
 - Appalachian Sustainable Development (ASD)
 - Clinch Valley Soil and Water Conservation District (Lebanon, VA)
 - Canaan Valley Institute

Design Process

Following is a list of anticipated steps for this project based on past experience with similar projects.

Following is a list of general, anticipated steps CDAC envisions for this project.

1. Project Start-up/ Information Gathering:

The design team will gather GIS/mapping information about site. The CDAC team will need GIS information to create the maps from which to work. Geo-data (GIS shape files) needed include: most recent aerials, contours/topo (2-5' intervals preferred), building footprints, parcels (ownership, private vs. public),

roads, sidewalks, hydrology, flood data, utilities, soil data, easements, wetlands, watersheds, karst, zoning, future land use, etc.

Cardno, Virginia Tech's environmental consultant working on the project, will take drone aeriels and photos of the site, adjacent areas, and vehicular approaches from the north and south on Route 63.

Develop base map(s).

2. Stakeholder Input:

The CDAC team will meet digitally via Zoom® with the Stakeholders Committee to hear about the project goals and ideas for the transfer station. The CDAC uses Zoom®, an online presentation platform with screen-share capabilities, for digital presentations. A computer with internet access, microphone, and speakers is required. It is recommended that the Stakeholders Committee include at least one person who has hands-on experience with day-to-day operations of transfer stations in Russell County as well as a representative from VDOT to provide input on the appropriate ingress/egress location(s) to the site.

3. Develop Preliminary Conceptual Redevelopment Plans for the Former Sun Motors Property:

The CDAC team will develop two preliminary conceptual redevelopment plan alternatives for the former Sun Motors property that indicates the locations of elements such as the entrance/exit, drop off areas, attendant building, etc.

5. Virtual Presentation of Preliminary Conceptual Redevelopment Alternatives with the Stakeholders Committee:

The CDAC team will virtually present the preliminary conceptual redevelopment plans to the Stakeholders Committee for feedback. The CDAC uses Zoom®, an online presentation platform with screen-share capabilities, for digital presentations. A computer with internet access, microphone, and speakers is required.

6. Finalize Conceptual Redevelopment Plan:

Based on feedback, the CDAC team will revise the preliminary conceptual redevelopment plans into a final conceptual redevelopment plan and prepare supporting drawings to help portray the essence and character of the transfer station area.

7. Virtual Presentation of Final Conceptual Redevelopment Plan with the Stakeholders Committee:

The CDAC team will present the final conceptual redevelopment plan and supporting drawings to the Stakeholders Committee. The CDAC uses Zoom®, an online presentation platform with screen-share capabilities, for digital presentations. A computer with internet access, microphone, and speakers is required.

Final Products¹

The Community Design Assistance Center will work with a Stakeholders Committee to develop the following deliverables:

1. Conceptual Redevelopment Plan for the Sun Transfer Station
The conceptual redevelopment plan will indicate generally what uses are happening where on the site.
2. Supporting sketches: Up to Two
Supporting sketches will help depict the proposed conceptual design and may include, in part, cross-sections, perspectives, and elevations.
3. Final Report
The final report will describe the design work and include reductions of designs.
 - a) Final Report hard copies (3)
 - b) Link to digital version of the report
4. Phase I Environmental Assessment Executive Summary (provided by Cardno)
5. Phase I Environmental Assessment (provided by Cardno)

Estimated Tasks and Timeline²: 5/4/20 – 7/31/20; 13 weeks + 4 weeks no-cost time buffer = 8/31/20)

Date	Trip	Tasks
5/4/20 – 5/22 (3 wks)		Gather base map materials from Russell County, and/or other sources. ³ Cardno coordinates drone aerials and photos of the site. Digital meeting with Stakeholders Committee via Zoom® to discuss project goals/ideas for the transfer station and look at aerial images. Note existing conditions and opportunities and constraints. Prepare base map.

¹ This work will be conceptual in nature and will not include any construction drawings or cost estimates. Products are to be used as a guide when working with the appropriate professional(s). The CDAC cannot be held responsible for inappropriate use of design work.

² Timeline is dependent on student availability and timely receipt of Letter of Commitment (LOC). Project will not begin until a qualified student team is hired for the project. Uncontrollable delays due to COVID-19, weather, student team formation, receipt of LOC, or adjustments to the timeline may require an adjustment to the project start and/or end dates.

³ Topographic information at 2-5' contour intervals must be available through the Town, County, or other sources in order for the Design Center to carry out work as described in this proposal.

5/25 – 6/19 (4 wks)	<p>Develop two preliminary conceptual plan alternatives for the transfer station.</p> <p>Digitally present the preliminary conceptual redevelopment plan alternatives to the Stakeholders Committee via Zoom® for feedback.</p>
6/22 – 7/17 (4 wks)	<p>Incorporate comments and refine conceptual redevelopment.</p> <p>Digitally present final conceptual redevelopment to the Stakeholders Committee via Zoom® for feedback.</p>
7/20 – 7/31 (2 wks)	<p>Make any final minor revisions to any products.</p> <p>Mail drawing(s), final report, and Phase I Environmental Site Assessment and email links to digitals of all final products to Lonzo Lester, Russell County Administrator and Lou Wallace, Russell County Board of Supervisors.</p>
8/3 – 8/28 (4 wks)	<p>No-cost time buffer to allow for scheduling changes.</p>

Total value of design services covered by the EPA Brownfields Assessment Grant through the Community Design Assistance Center at Virginia Tech.	\$9,075
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Phase I Assessment costs for Cardno’s work are also covered under the EPA Assessment grant and are valued at \$5,000	\$5,000
Total Value of Services:	\$14,075*

*The services described in this proposal will be provided at no cost to Russell County. The Community Design Assistance Center at Virginia Tech received an Environmental Protection Agency (EPA) Brownfields Assessment grant to assess and help communities in southwest Virginia develop conceptual redevelopment plans for potentially contaminated sites.



COUNTY OF WASHINGTON, VIRGINIA

COUNTY ADMINISTRATIVE OFFICES
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

COUNTY ADMINISTRATOR

JASON N. BERRY

OFFICE OF COUNTY ADMINISTRATOR

March 25, 2020

Lonzo Lester, County Administrator
Russell County Administrator's Office
137 Highland Drive
Lebanon, VA 24266

**RE: RUSSELL COUNTY, VIRGINIA
Request for Review, Approval, and Certification
Of Mutual Aid and Cooperation Agreement for Law Enforcement Services (2020 – 2023)**

Dear Mr. Lester:

Lonzo
Enclosed for review, approval, and signature on behalf of the governing body and chief law enforcement officer(s), please find a proposed Mutual Aid Agreement. **Please have the enclosed Agreement signed on behalf of both the governing body and law enforcement officials, and return the original signed document to me.** I will have it signed on behalf of Washington County and return to you a fully executed copy of the agreement.

This Agreement replaces the prior Agreement that terminated on December 31, 2019, subject to the provision that it would remain effective past its termination date until a new agreement is certified to replace it. The enclosed Agreement is updated to reflect changes in administration within the County.

Finally, please note in the certification section the date of approval by the governing body and confirm the accuracy of the names stated in the certification section.

Do not hesitate to contact me if you have questions.

With best regards,

Jason N. Berry
County Administrator

Ec: Sheriff Steve Dye (rcso@bvunet.net)

**MUTUAL AID AND COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR
RUSSELL COUNTY AND WASHINGTON 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 services of each County better serve their citizens, this Mutual Aid and Cooperation Agreement for Law Enforcement Services ("Agreement") is made this the 1st day of January, 2020, by and between the County of Russell, Virginia, the County of Washington, Virginia, the Sheriff of Russell County, Virginia, and the Sheriff of Washington County, Virginia.

WHEREAS, the County of Russell, Virginia and the County of Washington, Virginia (together referred to as "Counties") are contiguous political subdivisions of the Commonwealth of Virginia, and the governing bodies for each are the 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 Washington County established a county police force as allowed pursuant to Virginia Code § 15.2-1702 and the Sheriff of each respective County is the chief 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 joint 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 located in Washington County, Virginia ("Jail"), to house prisoners from the Counties;

WHEREAS, criminal investigations often cross jurisdictional lines in the boundary areas 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 Jail, 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 Board 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 the 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 chief 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, they 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 authorized to act shall communicate the determination to the chief law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for 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 the 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 act will provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of his or her own agency's forces.
4. Nothing contained 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 was 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 following: 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 Washington County when the alleged offense or civil cause of action occurred in the territorial limits of Russell County, and (2.) the officers of the Washington 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 Washington County, including the Towns of Glade, Abingdon, Damascus, and the portion of Saltville located within Washington County,

Formation of Task Force

7. Pursuant to Virginia Code § 15.2-1726, in the event that a determination is made by the chief law enforcement officers of two or more participating jurisdictions, or either of their then 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 include, 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 substances as defined by Virginia Code § 54.1-3401;
- 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 chief 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 chief 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 chief law enforcement officer of the agency receiving assistance shall notify the chief law enforcement officer of the assisting agency of any complaints, reports, or other instances of inappropriate, criminal, or otherwise 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 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 extraterritorially 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 for any person acting under and covered by this Agreement. Should the coverage of such insurance required by this Agreement of either agency be canceled or materially changed, then that agency shall notify the other agency of such cancellation or change in writing within 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 the 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 January 1, 2020 through and including December 31, 2023, and shall extend thereafter until replaced by a subsequent written agreement or until terminated by written notice as provided in this paragraph. Each party to this Agreement may terminate this Agreement upon fifteen (15) days advance written notice to the other parties. This Agreement shall bind the localities indicated herein and the chief law enforcement officer for such localities regardless of changes in administration, subject to the right to terminate as set forth in this paragraph.

16. This Agreement is subject to modification 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 WHEREOF, 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

RUSSELL COUNTY, VIRGINIA SHERIFF

Name: Rebecca Dye, Chairperson
Russell County Board of Supervisors

Steve Dye, Sheriff for
Russell County, Virginia

Certifications continue on following page.

Executed pursuant to a resolution of the Washington County Board of Supervisors at its regular meeting on the ____ day of _____, 2020.

WASHINGTON COUNTY, VIRGINIA

WASHINGTON COUNTY, VIRGINIA, SHERIFF

Dwayne Ball, Chairman
Washington County Board of Supervisors

R. Blake Andis, Sheriff for
Washington County, Virginia

Capital Fund Program - Five-Year Action Plan

Status: Draft

Approval Date:

Approved By:

Part I: Summary						
PHA Name : Cumberland Plateau Regional Housing Authority		Locality (City/County & State)				
PHA Number: VA029		<input checked="" type="checkbox"/> Original 5-Year Plan		<input type="checkbox"/> Revised 5-Year Plan (Revision No:)		
A.	Development Number and Name	Work Statement for Year 1 2020	Work Statement for Year 2 2021	Work Statement for Year 3 2022	Work Statement for Year 4 2023	Work Statement for Year 5 2024
	CENTENNIAL HEIGHTS (VA029000001)	\$548,009.00	\$548,009.00	\$548,009.00	\$548,009.00	\$548,009.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2020				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	CENTENNIAL HEIGHTS (VA029000001)			\$548,009.00
ID0006	Management (Management Improvement (1408)-Staff Training)	Management Improvemnts		\$54,801.00
ID0007	Administration(Administration (1410)-Salaries)	Administration		\$54,801.00
ID0008	Operations(Operations (1406))	Operations		\$109,602.00
ID0009	Fees and Cost(Contract Administration (1480)-Other Fees and Costs)	Fees and Cost		\$60,000.00
ID0010	Roof Replacement(Dwelling Unit-Exterior (1480)-Roofs)	Roof Replacement VA02		\$74,000.00
ID0031	Window Replacement(Dwelling Unit-Exterior (1480)-Windows)	Window Replacement VA04		\$30,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 2577-0274
 07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2020				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0036	Siding Replacement(Dwelling Unit-Exterior (1480)-Siding)	Siding Replacement VA02		\$60,000.00
ID0037	HVAC Replacement(Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System)	HVAC Replacement VA05		\$104,805.00
	Subtotal of Estimated Cost			\$548,009.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 2 2021				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	CENTENNIAL HEIGHTS (VA029000001)			\$548,009.00
ID0011	Fees and Cost(Contract Administration (1480)-Other Fees and Costs)	Fees and Cost		\$70,000.00
ID0013	Operations(Operations (1406))	Operations		\$109,602.00
ID0014	Administration(Administration (1410)-Salaries)	Administration		\$54,801.00
ID0017	Window Replacement(Dwelling Unit-Exterior (1480)-Windows)	Window Replacement, VA06		\$258,805.00
ID0038	Management (Management Improvement (1408)-Staff Training)	Management Improvemenmts		\$54,801.00
	Subtotal of Estimated Cost			\$548,009.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 2577-0274
 07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 3 2022				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	CENTENNIAL HEIGHTS (VA029000001)			\$548,009.00
ID0015	Management (Management Improvement (1408)-Staff Training)	Management Improvements		\$54,801.00
ID0020	Operations(Operations (1406))	Operations		\$109,602.00
ID0021	Fees and Cost(Contract Administration (1480)-Other Fees and Costs)	Fees and Cost		\$60,000.00
ID0025	Administration(Administration (1410)-Salaries)	Administration		\$54,801.00
ID0026	HVAC Replacement(Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems, Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System)	HVAC Replacement, VA06		\$268,805.00
	Subtotal of Estimated Cost			\$548,009.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 4 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	CENTENNIAL HEIGHTS (VA029000001)			\$548,009.00
ID0019	Administration(Administration (1410)-Salaries)	Administration		\$54,801.00
ID0022	Fees and Cost(Contract Administration (1480)-Other Fees and Costs)	Fees and Cost		\$60,000.00
ID0023	Operations(Operations (1406))	Operations		\$109,602.00
ID0024	Management (Management Improvement (1408)-Staff Training)	Management Improvements		\$54,801.00
ID0029	Intercom System(Management Improvement (1408)-Security Improvements (not police or guard-non-physical))	Intercom System		\$68,000.00
ID0030	Cabinet Replacement(Dwelling Unit-Interior (1480)-Kitchen Cabinets)	Cabinet Replacement		\$132,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
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 2577-0274
 07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year				
4	2023			
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0039	Unit Site Work(Dwelling Unit-Site Work (1480)-Playground Areas - Equipment)	Playground Equipment VA09		\$68,805.00
	Subtotal of Estimated Cost			\$548,009.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
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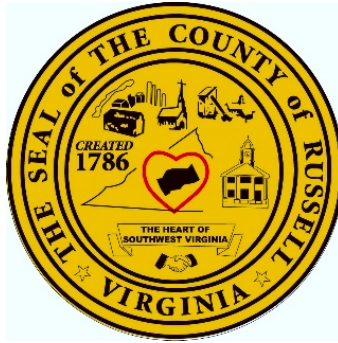
Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 5 2024				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	CENTENNIAL HEIGHTS (VA029000001)			\$548,009.00
ID0032	Administration(Administration (1410)-Salaries)	Administration		\$54,801.00
ID0033	Management (Management Improvement (1408)-Staff Training)	Management Improvemenmts		\$54,801.00
ID0034	Operations(Operations (1406))	Operations		\$109,602.00
ID0035	Fees and Cost(Contract Administration (1480)-Other Fees and Costs)	Fees and Cost		\$60,000.00
ID0040	Door Lock Replacement(Non-Dwelling Exterior (1480)-Doors)	Door Lock Replacement VA02		\$35,000.00
ID0041	Non-Dwelling New Construction(Non-Dwelling Construction-New Construction (1480)-Administrative Building)	Administrative Building (ADA, Security, Expansion)		\$200,805.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 2577-0274
 07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 5 2024				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0042	Non Dwelling Mechanical(Non-Dwelling Construction - Mechanical (1480)-Elevator)	Elevator Repair/Replacement		\$33,000.00
	Subtotal of Estimated Cost			\$548,009.00

**RUSSELL COUNTY
Board of Supervisors
137 Highlands Drive
Lebanon, Virginia 24266**



RFP Issued: February 19, 2020

RFP 005-2020

Lebanon Elementary School Wall Repair Project

Pre-Bid Meeting: A MANDATORY Pre-Bid Meeting was held on February 27, 2020 at 10:00 a.m. at the Lebanon Elementary School, Lebanon, Va.

Due Date: March 6, 2020 / Time: 3:00 p.m.
Opening Date: March 6, 2020 / Time: 3:00 p.m.

Receipt Location:
Office of the County Administrator
137 Highlands Drive, Lebanon, VA 24266

INVITATION FOR BID PREPARED BY:

Name: Lonzo Lester
Title: County Administrator
Telephone: (276) 889-8000
Fax: (276) 889-8011
Email: lonzo.lester@russellcountyva.us

CONTRACT AND GENERAL TERMS AND CONDITIONS

COUNTY OF RUSSELL VIRGINIA AND KEN CONSTRUCTION COMPANY, INC.

DESIGN-BUILD CONSTRUCTION OF THE LEBANON ELEMENTARY SCHOOL WALL REPAIR PROJECT

THIS CONTRACT, on this 4th day of May, 2020, by and between the County of Russell, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter, the “County”) and Ken Construction Company, Inc., a Virginia business having a place of business at 3966 Cross Roads, Lebanon, VA 24266, hereinafter, the “Contractor”).

It is mutually understood and agreed that the entire contents of Request For Proposal (RFP) 005-2020 Design-Build Construction of the Lebanon Elementary School Wall Repair Project’s General Terms and Conditions of Contract (General, Special, and Other Conditions as they may be titled) and all Contractor documents submitted in response to the RFP are incorporated herein by reference the same if each had been fully set out and attached hereto.

WITNESSETH, that the County and the Contractor, for the considerations hereinafter named, agree as follows:

SECTION 1. SCOPE OF WORK

Contractor shall perform services as specified in RFP 005-2020, which is a certain Proposal of Contractor which is attached hereto and made a part of this Contract by reference, as if repeated verbatim herein. In the event that a conflict exists between the referenced Proposal of Contractor and the general terms and conditions of this Contract, the general terms and conditions of this Contract shall govern and supersede any such conflicting terms of the proposal. The Contractor further agrees it will furnish all Labor, Equipment, and Material necessary to perform all Work in accordance with the requirements and provisions of the Contract as defined in the General Terms and Conditions.

The Contractor shall submit final construction plans by a Professional Engineer/Structural Engineer and deliver to the County Administrator before final award of the project contract. In addition, the project shall be continuously inspected by a Professional Engineer/Structural Engineer during all construction phases and engineering reports provided to the County.

GENERAL TERMS AND CONDITIONS

SECTION 2. TIME OF COMPLETION

- A. The Work to be performed under this Contract shall be commenced within fourteen (14) Calendar Days after receipt of Written Notice to Proceed. The Work shall be completed within (80) Calendar Days after receipt of Notice to Proceed.
- B. Failure to complete the Work, within the number of Calendar Days stated in this Section, including extension(s) granted thereto, shall result in Liquidated Damages as set forth below.
- C. The County and Contractor hereinafter referred to as (the “Parties”) agree that time is of the essence and the County will be substantially damaged in amounts that will be difficult or impossible to determine if substantial completion of the Project is not achieved within (80) Calendar Days.

Contract with General Terms and Conditions

Therefore, the Parties have agreed on sums which the Parties agree are reasonable as Liquidated Damages for such occurrences. It is further understood and agreed that the payment of the liquidated damage is in lieu of actual damages for such occurrences. The Contractor hereby waives any defense as to the validity of any Liquidated Damages stated in this Contract as it may appear on the grounds that such Liquidated

Damages are void as penalties or are not reasonably related to actual damages. The Contractor shall be liable for **(\$500.00) Dollars Per Day** for every Calendar Day after expiration of the Contract Time that the Project is not substantially completed.

SECTION 3. CONSIDERATION / PROVISION OF SSN OR FIN

- A.** In consideration of the Work to be performed by Contractor, as set forth under Section 1, entitled Scope of Work, the County agrees to pay Contractor the total sum of **\$571,911**.
- B.** To obtain payment for Work performed under this Contract, the Contractor shall provide their social security numbers and proprietorships, partnerships, and Corporations shall provide its Federal Identification Number.

SECTION 4. CHANGE IN SCOPE OF WORK

It is understood that, during the course of construction, changes in the Scope of Work may be necessary as covered in the General Terms and Conditions.

- A.** Changes in the Scope of Work which affect the Contract price or Extra Work shall require a formal written Change Order before Work proceeds. Changes affecting cost and/or Extra Work shall be performed at mutually agreed-upon unit prices, or on a lump sum basis. The Contractor shall be prepared to justify any price for Extra Work by providing detailed breakdown and supporting documents when requested by the County.
- B.** Changes in the Scope of Work affecting Contract cost or Extra Work shall be performed only after receipt of a formal written modification to the Contract and Change Work Order. Any Work performed prior to receipt of such formal written modification shall be done at the Contractor's risk.

SECTION 5. SCHEDULE OF PAYMENT

- A.** The following Schedule of Payment shall be followed:

- (a)** Such payment shall be subject to retainage as defined in the General Conditions, Acceptance, and Final Payment.

- 1. After the first of each month, Contractor may present to the County an invoice covering the total quantity of Work that has been completed from the start of the job up to and including the last Day of the preceding month, and the value of the Work so completed as determined in accordance with the schedule of measurement and values established for the Contract. The monthly invoice also may include any allowance for the cost of such Materials and Equipment required in the permanent Work as have been delivered to the site but not yet incorporated in the Work. However, any such allowance shall not be included on the monthly invoice unless the Contractor has received prior approval from the County.

Receiving payment from the County for Material stored on site does not in any manner relieve Contractor of either its responsibility to properly protect the Material or its sole liability to replace Material damaged or stolen. Payment by the County shall not be evidence that the County either approves Material as suitable for the Work intended, or that the County accepts any liability for the safe storage and protection of the Material or its replacement if damaged or stolen.

The County reserves the right to request additional documentation from the Contractor to support any request for payment.

2. After determining the accuracy of monthly invoices, and after deducting previous payments made, the County shall pay to the Contractor ninety-five percent (95%) of the amount of the approved invoice. **The five percent (5%) retained percentage shall be held by the County until the Work is complete.**
3. The County shall make payment to the Contractor within thirty (30) Days from the date each invoice is received by the County.

Within ten (10) Days after receipt of the invoice, the County shall notify the Contractor of any defect or impropriety which would prevent payment within the thirty (30) Day limit.

SECTION 6. OBLIGATION TO SUBCONTRACTOR

- A. Within seven (7) Days after receipt of amounts paid to the Contractor by the County, the Contractor shall take one of two steps relating to Work performed by the Subcontractor.
 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 Contract; or
 2. Notify the County and the Subcontractor, in writing, of intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
- B. The Contractor's obligation to pay a Subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the County.

The Contractor shall require each Subcontractor to include or otherwise be subject to the same payment requirements with respect to each lower-tier Subcontractor.

SECTION 7. COMPLIANCE WITH ALL LAWS/FOREIGN AND DOMESTIC BUSINESSES - AUTHORITY TO TRANSACT BUSINESS IN THE STATE AND COMPLIANCE WITH FEDERAL IMMIGRATION LAW

A. Compliance with All Laws:

Contractor shall comply with all federal, State, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the Scope Work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract, for example, building, demolition, and/or land disturbance permits, prior to the initiation of Work.

B. Foreign and Domestic Businesses-Authority to Transact Business in the State:

Contractor, whether organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership, shall be authorized to transact business in the State as a domestic or foreign Business entity and shall provide proof thereof. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the State to be revoked or cancelled at any time during the term of the Contract. The Contractor's failure to remain in compliance with the provisions of this section shall be deemed a material breach of this Contract.

- C. During the performance of the Contract, Contractor certifies it does not and shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act.

SECTION 8. APPLICABLE LAW / VENUE**A. Applicable Law:**

This Contract shall be deemed to be a Virginia Contract and shall be governed as to all matters whether

of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

B. Venue:

Any and all suits for any Claims or for any and every breach or dispute arising out of this Contract shall be maintained in the appropriate court of competent jurisdiction in the County of Russell, Virginia.

SECTION 9. NONDISCRIMINATION**A. Employment discrimination by Contractor is prohibited. During the performance of this Agreement, Contractor agrees as follows:**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 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.
2. The Contractor, in all solicitations or advertisements for employees placed by or on its behalf, shall state that Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

SECTION 10. DRUG-FREE WORKPLACE PROVISIONS

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
2. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this contract, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

SECTION 11. NON-ASSIGNMENT CLAUSE

Contractor shall not assign its rights and duties under this Contract without the prior written consent of the County.

SECTION 12. ENVIRONMENTAL CONSIDERATION

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties, or charges imposed on the Contractor, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, State or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, Subcontractors, consultants, sub consultants, or any other persons, Corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

SECTION 13. FAITH BASED NON-DISCRIMINATION

The County of Russell does not discriminate against faith-based organizations at that term is defined in Virginia Code Section 2.2-4343.1.

SECTION 14. FORMAL CORRESPONDENCE / REPRESENTATIVES AND NOTICES

Any notice, demand, or request by or made pursuant to this Contract shall be deemed properly made if personally delivered in writing or sent by the Parties in the United States mail, postage paid, to the representative specified below or as otherwise designated in writing and mutually agreed.

The County Administrator shall be (name and title of representative goes here): All formal correspondence from Contractor to County shall be addressed to:

**Lonzo Lester
County Administrator
County of Russell
137 Highlands Drive
Lebanon, Virginia 24266**

The Contractor's representation shall be (name and title of representative goes here): All formal correspondence from the County to the Contractor shall be addressed to:

**Ken Construction Company, Inc.
3966 Cross Roads
Lebanon, VA 24266**

Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the County and Contractor.

SECTION 15. ENTIRE AGREEMENT AND MODIFICATIONS

- A. The Contract shall be signed in triplicate by the County and the Contractor.
- B. The Contract Documents shall be the whole and entire agreement between the County and the Contractor, and cannot be modified, altered, or amended except in writing and signed by the Parties. No agreements, verbal or written, shall be interpreted as a change or modification to this Contract.
- C. Formal, written modifications shall be the only method used to change the Contract between the County and the Contractor. Any change order otherwise issued and accepted by the Contractor

is so accepted by the Contractor at its own risk. Any Extra Work performed by the Contractor subsequent to such acceptance is also at the Contractor's own risk.

- D. Formal written communications proposing to change scope of Work, terms and conditions, cost of Contract, shall be addressed as specified in Contract.
- E. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all.
- F. If any provision of this Contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Contract, and all other provisions of this Contract shall remain in force and effect.

SECTION 16. CORRELATION OF DOCUMENTS

The Contractor will furnish to the County, free of charge, copies of Drawings and/or Specifications reasonably necessary for the execution of the Work.

The Contractor will be responsible for the adequacy of design and sufficiency of the Drawings and/or Specifications, issuing, if necessary, addendum to clarify the Work. However, when the Work involved is that common to a trade or industry, which may be judged as acceptable, or not by commonly accepted standards for a specific trade, the Contractor shall not use the inadequacy or omission of Drawing detail or Specification language to excuse its failure to perform to the highest industry standards. All Drawings and/or Specifications shall remain the property of the County.

SECTION 17. ACCESS TO WORK SITE

The County shall provide access to the site upon which the Work under this Contract is to be done and to such other areas which are designated for use by the Contractor.

SECTION 18. WORK SITE CONDITIONS/DISCREPANCIES

The Contractor, by careful examination, shall satisfy itself as to the nature and location of the Work, the character of Equipment and facilities needed preliminarily to and during prosecution of the Work, the general and local conditions, and all other matters which may in any way affect the Work under this Contract.

If the Contractor finds any discrepancy between the Drawings and/or Specifications and the physical conditions of the Work site, or any errors or omissions in Drawings and/or Specifications, it immediately shall inform the County Administrator in writing, and the County Administrator promptly shall verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk except in the event of an emergency.

SECTION 19. CHANGED CONDITIONS

During the course of the Work and before such conditions are disturbed, except in the event of any emergency, the Contractor promptly shall notify the County Administrator in writing of previously unknown conditions at the Work site, differing materially from those ordinarily encountered and which prevent the proper execution of the Work of the character provided for in this Contract. The County Administrator promptly shall investigate the conditions; and if he finds that such conditions materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable Adjustment shall be made and the Contract formally modified accordingly. Any Claim of the Contractor for Adjustment hereunder shall not be allowed unless it has given notice as required above and the Contract has been formally modified.

SECTION 20. MATERIAL AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment,

Contract with General Terms and Conditions

light, power, transportation, and other facilities of a quantity and quality necessary for the execution and completion of the Work. If required, the Contractor shall furnish satisfactory evidence as to the kind and quality of Materials.

The Contractor promptly shall notify the County Administrator in writing if any change in materials as specified is contemplated or proposed. Any such proposed change shall be investigated promptly, and if found to be necessary and/or acceptable, the Contract shall be modified formally. Any change in materials shall be made at the Contractor's own risk unless approved as prescribed above.

SECTION 21. PERMITS, UTILITY FEES, AND BUSINESS LICENSE

Utility fees of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Utility fees for permanent Structures or permanent changes in existing facilities shall be secured and paid for by the County unless otherwise specified.

Permits (building, plumbing, mechanical, and electrical) shall be obtained from the Building Inspection prior to performance of Work. No permit fee will be charged for County-owned property. However, fees will be charged for all other publicly owned property.

Contractor shall comply with business license requirements on all publicly owned Projects.

SECTION 22. ROYALTIES AND PATENTS

The Contractor shall pay all applicable royalties and license fees. It shall defend all suits or Claims for infringement of any patent rights and save harmless the County from loss on account thereof except that the County shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the County has notified the Contractor prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.

SECTION 23. SUPERINTENDENCE

The Contractor shall always keep assigned to the Project during its progress, a representative who shall represent the Contractor and have authority to make decisions in day-to-day activities.

SECTION 24. EMPLOYEES

At all times, the Contractor shall enforce proper discipline and order among its employees and shall seek to avoid employing on the Work any unfit person or anyone not skilled in the Work assigned to him. Adequate sanitary facilities shall be provided by the Contractor. The Contractor shall be responsible for complying with all OSHA requirements.

SECTION 25. APPLICABLE FEDERAL, STATE, AND LOCAL RESPONSIBILITIES

The Contractor shall keep itself fully informed of all applicable federal, State, and local ordinances, regulations, and laws. It shall always observe and comply with said ordinances, regulations, and laws. It further shall post all notices to the public and employees as required.

SECTION 26. PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall provide and maintain all necessary barricades, and signage in accordance with requirements of the Building Inspector and take all reasonable precautions for the protection and safety of the public. It continuously shall maintain reasonable protection of all Work from damage and shall take all reasonable precautions to protect property from injury or loss arising in connection with this Contract. The Contractor shall take reasonable precautions to protect private property adjacent to the Project from such nuisances as debris and excessive noise. It shall make good any damage, injury, or loss to its Work and to the Property or the County resulting from lack of reasonable protective precautions except such as may be caused by agents or employees of the County.

SECTION 27. EMERGENCY WORK

If a situation affects the safety of life, the Work, or adjoining property, without special instructions or authorization from the County Administrator, the Contractor is permitted to act at its discretion to prevent such threatening loss or injury. It also shall act, without appeal, if the County Administrator so authorizes or instructs. Any compensation claimed by the Contractor for emergency work shall be negotiated and approved by the County in writing.

SECTION 28. SUBCONTRACTS

As soon as practicable after signing the Contract, but in any event prior to the performance of any Work on the Project, the Contractor shall notify the County in writing of the names of Subcontractors proposed for the Work, designating the portions of Work to be performed by each. This list shall include the estimated dollar amount with each and identify those Firms who are defined as a Minority Business Enterprise, Small Business Enterprise, and Woman-Owned Enterprise.

A Minority Business Enterprise (MBE) is a Business that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. An MBE is at least fifty-one percent (51%) owned and controlled by one or more such disadvantaged persons. In the case of publicly owned companies, at least fifty-one percent (51%) of its voting stock must be owned and controlled by minorities or members of other groups. Additionally, the management and daily business operations must be controlled by one or more such individuals.

“Minority” means any African American, Hispanic American, Native American or Alaskan and/or Aleut native, Asian, or a person of Pacific Island descent who is either a citizen of the United States or a permanent resident. Members of other groups means all other individuals found to be socially disadvantaged by the United States Small Business Administration under Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a).

The Contractor agrees that it is as fully responsible for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.

Nothing contained in the Contract Documents shall create any Contractual relation between any Subcontractor and the County.

SECTION 29. ORDER OF COMPLETION

The Contractor shall submit, as soon as practical after Award of Contract, a schedule which shall show the order (and value of) in which the Contractor proposes to carry on the Work, with dates at which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts. The schedule of values, once approved by County, shall be the basis for submittal and approval of monthly progress payments.

SECTION 30. SEPARATE CONTRACTS

The County reserves the right to allow other Contractors to provide goods or perform services in connection with the Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of Materials and the execution of Work and properly shall connect and coordinate its Work with theirs. If the proper execution or results of any part of the Contractor’s Work depends upon the Work of any other Contractors, the Contractor shall inspect and promptly report to the County Administrator any defects in such Work that render it unsuitable for such proper execution and results.

SECTION 31. COUNTY STAFF STATUS

The County Staff always shall have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

The Building Inspector shall perform inspection of the Work. He has authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. He also shall have authority to reject all Work and Materials which do not conform to the Contract and to decide questions which arise in the execution of the Work.

Notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished Work. If the Specifications, the Building Inspector's instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give the Building Inspector timely notice to its readiness for inspection, and if the inspection is by an authority other than the County, of the date fixed for such inspection. If any Work required to be inspected should be covered without proper approval or consent, if required, it must be uncovered for examination and professionally restored at the Contractor's expense.

Reexamination of any Work may be ordered, and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract, the County shall pay the cost of reexamination and replacement. If such Work is not in accordance with the Contract, the Contractor shall pay such cost.

The Building Inspector's presence and actions do not replace the legal requirements of the State and/or local building codes. Notwithstanding the Building Inspector's actions or instructions, the Contractor shall adhere to all building code requirements regarding inspection and approvals.

Whenever Work being done by the County's forces, Utility companies, or by other Contractors' forces is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the County Administrator to secure the completion of the various portions of the Work in general harmony.

Within a reasonable time after presentation to him, the Building Inspector shall make decisions in writing on all matters relating to the execution and progress of the Work or the interpretation of the Specifications and/or drawings.

In making these decisions, the Building Inspector shall have authority to make interpretations and minor changes as to the scope of Work not involving extra cost, and not inconsistent with the purpose of the Work. If the Contractor claims that any such instructions involve extra cost, it shall give written notice thereof within ten (10) Days, after the receipt of such instruction. Except in an emergency endangering life and/or property, the County shall accept no extra cost unless pursuant to a formal modification of the Contract.

SECTION 32. RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the Work until Final Acceptance. The Contractor shall be responsible for damage to or destruction of the Work caused by the negligence of the Contractor, or any other party under the control and supervision of the Contractor. The Contractor agrees to make no Claims against the County for damages for the Work from any cause except negligence or willful acts of the County, improper or faulty design, acts of any foreign or domestic enemy, or acts of war. Contractor shall obtain and maintain in force until County's Final Acceptance of Project, Builders' Risk Insurance that fully covers any loss or damage to Project.

SECTION 33. CHANGES IN THE WORK

The County may make changes in the Drawings and Specifications or scheduling of the Contract within the general scope at any time. If such changes add to or deduct from the Contractor's cost of the Work, the Contract price shall be adjusted accordingly. All such Work shall be executed under the conditions of the original Contract except that any Claim for extension of time caused thereby shall be included as part of the negotiated Change Order.

SECTION 34. EXTENSION OF TIME

- A. Extension of time stipulated in the Contract for completion of the Work will be made when formally approved changes in the Work increase the overall scope; when the Work is suspended; or when the Work of the Contractor is delayed on account of physical conditions or acts of others which could not have been foreseen by, or which were beyond the control of the Contractor, its Subcontractors, and which were not the result of its fault or negligence.

Contract with General Terms and Conditions

-
- B. NO TIME EXTENSION WILL BE GRANTED BY THE COUNTY UNLESS THE FOLLOWING PROCESS IS FOLLOWED.** If, during any month the Contractor is unable to Work for reasons beyond its control and believes it is due an extension, it shall submit in writing, along with its monthly request for progress payments, a request for the extension which clearly explains the circumstances which it feels justifies an extension. The request will be reviewed by the County and a written response, granted or rejecting the request, will be issued. Any request for days older than the current month will be dismissed without consideration. **Time extensions shall constitute a formal change to the Contract terms and conditions and shall be issued accordingly.**

SECTION 35. SUSPENSION OF WORK

The County may at any time suspend the Work, or any part thereof, by giving ten (10) Days' notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) Days after the date fixed in the written notice from the County to the Contractor to do so. The County shall reimburse the Contractor for expenses incurred as a result of such Suspension.

SECTION 36. TERMINATION

A. Termination for Convenience

The County may at any time, and for any reason terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) Days from the date such notice is mailed. Notice shall be given to the Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal.

In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for the Work satisfactorily completed and accepted by the County at the time of termination. If the County terminates this Contract, Contractor shall withdraw its personnel and Equipment, cease performance of any further Work under this Contract, and turn over to the County any Work completed or in process for which payment has been made.

B. Termination with Cause/Default – Cancellation

If the Contractor for any reason or through any cause shall be in default of the terms of this Contract, the County may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal.

Unless otherwise provided, the Contractor shall have ten (10) Days from the date such notice is mailed in which to cure the default. Upon failure of the Contractor to cure the default, the County immediately may cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, the Contractor shall withdraw its personnel and Equipment, cease performance of any further Work under the Contract, and turn over to the County any Work in process for which payment has been made.

In the event of violations of law, safety, or health standards and regulations, this Contract immediately may be cancelled and terminated by the County and provisions herein with respect to opportunity to cure default shall not be applicable.

SECTION 37. REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion for cause, the Contractor, if notified to do so by the County, promptly shall remove any part or all of its Equipment and supplies from the property, failing which the County shall have the right to remove such Equipment and supplies at the expense of the Contractor.

SECTION 38. PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

As a result of discovered evidence, the County may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect itself from loss caused by:

- A. Defective Work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of Claims by other parties against the Contractor.
- C. Failure of the Contractor of making payments properly to Subcontractors or for Material or labor; or
- D. Damage to another Contractor.

SECTION 39. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor promptly shall remove from the premises all Materials and Work condemned by the County Administrator as failing to meet Contract requirements, regardless of whether incorporated in the Work, and the Contractor promptly shall replace Materials and/or re-execute Work in accordance with the Contract and without expense to the County and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned Work and Materials within ten (10) Days after written notice, the County may remove them and store the Material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten (10) Days' time thereafter, the County may, upon ten (10) Days' written notice, sell such

Materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

SECTION 40. CLEANING UP

The Contractor shall remove at its own expense from the Work site and from all public and private property all temporary storage Structures, rubbish, and waste Materials resulting from its operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste Materials in accordance with permission for such disposal granted to the Contractor by the County Administrator where such disposal is in accordance with local ordinances.

SECTION 41. ACCEPTANCE AND FINAL PAYMENT

- A. Upon receipt of written notice that the Work is substantially completed or ready for final inspection and acceptance, the Building Inspector, County Administrator, and School Board Superintendent promptly will make such inspection; and when he finds the Work acceptable under the Contract and the Contract fully performed or substantially completed, he promptly shall issue a certificate, over his own signature, stating that the Work required by this Contract has been completed or substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the estimate of the fair value of the Claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of Work with specified amounts for each incomplete or defective item or Work, is due and payable. The date of Substantial Completion of a Project or specified area of a Project is the date when the construction is sufficiently completed in accordance with the Contract as modified by any Change Orders agreed to by the Parties so that the County may occupy the Project or specified area of the Project for the use for which it is intended.

-
- B.** The making and acceptance of the final payment shall constitute a waiver of all Claims by the County, other than those arising from unsettled Claims or from faulty Work appearing within the guarantee period provided in the Special Conditions, from the requirements of the Drawings and Specifications, or from manufacturer's guarantees. It also shall constitute a waiver of all Claims by the Contractor, except those previously made and still unsettled.

SECTION 42. HOLD HARMLESS-INDEMNIFICATION

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its Subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any Work required by this Contract. Contractor agrees to indemnify and hold harmless the County and its agents, volunteers, servants, employees, and officials from and against any and all Claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of Claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the Work by Contractor or those for whom Contractor legally is liable. Upon the County's written demand, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of Claims made against the County, its agents, volunteers, servants, employees, or officials.

SECTION 43. INSURANCE

Contractor always agrees to secure and maintain in full force and effect during the term of this Contract, the following policies of insurance:

- A.** Workers' Compensation Insurance as required under Virginia Code Title 65.2.
- B.** Comprehensive General Liability Insurance, including Contractual liability and products and completed operations liability coverages, in an amount not less than One Million and 00/100 Dollars

(\$1,000,000.00) combined single limits (CSL). Such insurance shall name the County of Russell as an additional insured by policy endorsement.
- C.** Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limits (CSL).
- D.** Umbrella/Excess Liability Insurance at limits not less than One Million and 00/100 Dollars (\$1,000,000.00).

Contractor shall submit to the County Administrator certificates of insurance with endorsement to the policy attached, prior to beginning Work under this Contract and no later than ten (10) Days after Award of the Contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in the State, and acceptable to the County, and shall carry the provision that the insurance will not be cancelled or materially modified by Contractor without thirty (30) Days prior written notice to the County.

The Contractor's insurance shall be used primary and the County's primary coverage shall not be used to satisfy any Claims.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE COUNTY SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE COUNTY SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

The certificates of insurance shall list the County of Russell, 137 Highland Drive, Lebanon, VA 24266, as the additional insured for the Project. The endorsement to the policy would be that which is attached to the Contractor's

liability policy that acknowledges the County as an additional insured on all policies the County requires to be endorsed. This shall be either a direct endorsement that names the County or a blanket endorsement that the Contract states that the County will be named as an additional insured on the insurance policy.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURE OF PARTIES

As evidence of this Contract to the preceding terms and conditions set forth herein, the Parties affix their authorized signatures hereto:

ATTEST: Ken Construction Company, Inc.

Corporate Secretary/Authorized Agent

By: _____
Signature of Corporate Officer

Its: _____
Title

COUNTY OF RUSSELL, VIRGINIA

ATTEST: _____

County Clerk

By: _____
Chairman, Russell County Board of Supervisors

Approved as to form and legal sufficiency

County Attorney

Date: _____

STATE OF VIRGINIA
COUNTY/COUNTY OF RUSSELL, to-wit:

The foregoing Contract was acknowledged before me this _____ day of _____, 2020, by _____
[name of officer to sign], _____ [title], of _____
[name of company], a _____ Company/Corporation on its behalf. His/her is known to me
personally or produced _____ as identification.

Notary Public

My Commission expires: _____

Registration No.: _____

Board Appointments for 2020

Name	Term	Term Ending	Phone Number
<u>Regional Industrial Authority</u>			
David Eaton	Two Year	April 18, 2020	
Ernie McFaddin	Two Year	April 18, 2020	
Name	Term	Term Ending	Phone Number
<u>Cumberland Plateau Economic Development Commission</u>			
Frank Horton	One Year	June 30, 2020	
Ben Price----vacant	One Year	June 30 2018	
Ron Blankenship	One Year	June 30, 2020	
James Eaton, Jr.	One Year	June 30, 2020	
Name	Term	Term Ending	Phone Number
<u>Russell Public Library</u>			
Yvonne Dye	Three Years	June 30, 2020	
Susan Breeding	Three Years	June 30, 2020	
Name	Term	Term Ending	Phone Number
<u>Russell County PSA</u>			
Cuba Porter	One Year	June 24, 2020	
David Edmonds, Jr.	One Year	June 24, 2020	
Terry Powers (passed away)	Three Year	June 24, 2022	
Name	Term	Term Ending	Phone Number
<u>Appalachian Agency for Senior Citizens</u>			
Wayne Bostic	Two Years	August 1, 2020	
Pat Gray	Two Years	August 1, 2020	
Alice Meade	Two Years	August 1, 2020	
Larry Burton	Two Years	August 1, 2020	
Name	Term	Term Ending	Phone Number
<u>Industrial Development Authority</u>			
David Mullins	Four Years	August 1, 2020	

Name	Term	Term Ending	Phone Number
<u>Community Policy Management Team</u>			
Patrick Brunty	Three Years	August 7, 2020	
Joni Lester	Three Years	August 7, 2020	
Name	Term	Term Ending	Phone Number
<u>Spearhead Trails</u>			
Gilbert "Teddy" Clevinger	Three Years	August 7, 2020	
Name	Term	Term Ending	Phone Number
<u>Heart of Appalachia</u>			
Kim Short--Vacant	Two Years	September 10, 2020	
Angie Carpenter	Two Years	September 10, 2020	
Name	Term	Term Ending	Phone Number
<u>Highway and Safety Commission</u>			
Tim Lovelace	Two Years	October 1, 2020	
Name	Term	Term Ending	Phone Number
<u>Industrial Development Authority</u>			
Jarred Glass	Four Years	October 3, 2020	
Name	Term	Term Ending	Phone Number
<u>Coal Hauling Road Commision</u>			
Tim Lovelace	Four Years	November 7, 2020	
Name	Term	Term Ending	Phone Number
<u>Drill Community Center</u>			
Charlene Blankenship	Two Year	December 31, 2020	
Rachel Helton	Two Year	December 31, 2020	
Doug Lester	Two Year	December 31, 2020	
Harold Dean Thomas	Two Year	December 31, 2020	
Betty Sue Hess	Two Year	December 31, 2020	

Name	Term	Term Ending	Phone Number
<u>Planning Commission</u>			
Roger Sword	Four Years	December 31, 2020	



COUNTY OF RUSSELL, VIRGINIA

Print Form

OFFICE USE ONLY: RETURNED

COMMITTEE APPLICATION

Date Received: _____

Letter Sent: _____

Currently Serving On : _____

NAME: Vance Michelle L Mrs.
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 99 Willow Spring Drive
Lebanon, VA 24266 mvance21220@yahoo.com
(Email Address)

TELEPHONE NUMBERS: 276-794-7839 276-206-9238
(Home) (BUSINESS) Cell (FAX)

PROFESSION/VOCATION: Administrative Assistant

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: Russell County Tourism Committee
(List no more than 3 -- in order of preference:) Cumberland Mountain Community Service Board

OTHER INTERESTS: My interest is to be sure that my grandchildren have a good community to grow up in
and that my small business has the opportunity to grow.

EDUCATION: High School Graduate; Some College; Multiple individual training courses.

JOB EXPERIENCE: Have been in the clerical field for over 30 years in multiple different positions (Resume Attached)

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Jarrettsville and Hamilton Young Marines, Russell County
Republican Committee Secretary

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? No

IF YES, PLEASE NAME: _____

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? No

IF YES, PLEASE NAME: _____

ARE YOU A REGISTERED VOTER? Yes DISTRICT NUMBER: 1

Michelle L. Vance
99 Willow Springs Drive
Lebanon, VA 24266
H: 276-794-7839 C: 276-206-9238
mvance21220@yahoo.com

OBJECTIVE

A rewarding and stable opportunity by bringing value added support to a company by expanding my customer service, accounting and administrative skills.

EMPLOYMENT EXPERIENCE

BurWil Construction Co. 620 Locust St., Bristol, TN 37620

Position: Administrative Assistant (January 2013-Present)

Responsibilities: Provide administrative support to the construction teams (project managers and superintendents) as needed. Answer phones, assist customers and subcontractors with questions and requests. Preparation and submission of requests for proposals and qualifications. Preparation of purchase order and contracts, as well as account reconciliation for each project. Prepare letters, meeting minutes, safety and background information as needed per project. Upkeep project filing and processing all requests from field employees. Processing of accounts payables and receivables as needed for job costing information.

Intellect Corporation 4000 Dillon St., Baltimore, MD 21224

Position: Project Coordinator (July 2012-September 2012)

Responsibilities: Entry of all daily reports along with safety reports and exporting to client ftp site. Updating productivity excel sheets for tracking purposes. Develop bill of material for projects. Act as liaison between field employees and the office. Create weekly roll-ups for client review. Close-out packages on a weekly basis. Develop new tracking methods for all projects. Review subcontracts and contracts for accuracy.

Lebolo Watts JV Ft. Meade, MD - Wideband Satellite Communication Center Project

Position: Project Coordinator/Quality Control Clerk (March 2012-July 2012-Temporary)

Responsibilities: Daily site reports, RFI's, Submittals, calculating exposure hours utilizing the USACE QCS System. Verifying all subcontracts are in compliance (ie. contract completion, certificates of insurance and various other site specific forms). New hire orientation as well as subcontractor orientation on job site. Review and distribution of certified payroll. General office duties such as filing, answering phones, office management etc. Effectively taking meeting minutes and compiling for distribution. Evaluation and distribution of all safety and background information for all employees working on site.

Michelle L. Vance
99 Willow Springs Drive
Lebanon, VA 24266
H: 276-794-7839 C: 443-799-1615
mvance21220@yahoo.com
Page Two

MBR Construction Services, Inc., 10931 McCormick Rd., Hunt Valley, MD 21031

Position: Office Manager/Accounting Assistant/Project Coordinator (May 2008-March 2012)
Responsibilities: All aspects of office management/reception/secretarial for seven person office; project coordination for multi-million dollar jobs. Processing and dealing with customers and clients on a daily basis regarding both accounts payable and receivable. Answering phones, typing letters, dictation, ordering supplies, filing, petty cash and planning. Keeping Access database of all union labor, purchase orders, subcontracts, certified payroll as well as point of contact for vendors and general contractors. New hire orientation and recruitment of field and temporary office personnel. Also included all pre-employment testing and background checks. Open and close all project and service jobs as well as processing billing (i.e. invoices & AIA's). Process all payroll and certified payroll and requests and keep track of any bonding information. Also acted as local Human Resource contact (ie. Payroll, benefits and personnel issues). Work with company Safety Director on training and injury reports.

Struever Bros. Eccles & Rouse, Inc., 1040 Hull St., Suite 200, Baltimore, MD 21230

Position: Construction Accounting Assistant (August 2005 – April 2008)
Responsibilities: Set up new jobs, input construction budgets; training of new Project Managers on all construction software; review checks runs for accuracy; code invoices and credit card statements; review jobs for accounting accuracies, and move as necessary. Work with Operation and Project Managers to review costs on jobs. Work with VP of Construction to closeout all jobs. Take calls and question from subcontractors and other vendors and research payment histories.

Struever Bros. Eccles & Rouse, Inc., 1040 Hull St., Suite 200, Baltimore, MD 21230

Position: Administrative Assistant (September 2004 – August 2005)
Responsibilities: Provide administrative support to the construction teams (project managers and superintendents) as needed. Preparation of AIA (invoice) packages. Activate and maintain accurate project files. Assemble and maintain close-out documents for projects. Blueprint coordination and distribution. Compose and/or transcribe meeting minutes, interoffice memos and format correspondence.

SPECIAL SKILLS

Software: Expedition, Access, ACT, AS/400, Microsoft Word, WordPerfect, Microsoft Excel, PowerPoint, Microsoft Outlook, Microsoft Exchange, Netscape, Sharepoint, PaperPort, Timberline and Lotus, Remedy, USACE RMS System, etc. Strong attention to detail, organization, communication and customer service skills.



COUNTY OF RUSSELL, VIRGINIA

L Print Form... 1

OFFICE USE ONLY:

Date Received: _____

Letter Sent: _____

COMMITTEE APPLICATION

Currently Serving On :

Russell County IDA

NAME: Mcfaddin Luther E Mr
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 9438 Redbud Hwy, PO Box 1809
Honaker VA 24260 ernie@
Mcfaddin2550c.com
(Email Address)

TELEPHONE NUMBERS: 276-971-0690 276-873-5600 276-873-6788
(Home) (Business) (FAX)

PROFESSION/VOCATION: Insurance Sales

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: Russell County PSA
Russell County Planning Commission
(List no more than 3 -- in order of preference:)

OTHER INTERESTS: Volunteer service work, local and foreign mission
work

EDUCATION: High school diploma and Business Administration
Courses

JOB EXPERIENCE: Mcfaddin + Associates 21 yrs, Mcfaddin Properties
15 years

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Helping Hands Ministries 15 yrs

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? IF Yes

YES, PLEASE NAME: Russell County IDA

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? IF No

YES, PLEASE NAME: _____

ARE YOU A REGISTERED VOTER? Yes DISTRICT NUMBER: 3

OTHER INTERESTS (Continued):

JOB EXPERIENCE (Continued): - - - - -

CIVIC OR SERVICE ORGANIZATION EXPERIENCE (Continued): - - - - -

Loretta Vance

From: noreply@civicplus.com
Sent: Monday, March 16, 2020 8:11 AM
To: kaylin.ervin@russellcountyva.us; loretta.vance@russellcountyva.us
Subject: Online Form Submittal: Board and Committee Application

Board and Committee Application

Name	Mary "Maddie" Gordon
Email Address	maddie@naturalcapital.us
Address	195 Greystone Drive
City	Castlewood
State	VA
Zip Code	24224
Phone Number	2766087899
Fax Number	<i>Field not completed.</i>
Board/Committee on Which You Wish to Serve	District 2 Tourism Advisory Committee
Other Interests	<i>Field not completed.</i>
Education	B.A. Business - Maryville College 2011 MBA - King University 2014
Job Experience	Owner/Administrator Greystone Manor, Inc. (Assisted Living) since 2011 Owner Clinch Life Outfitters since 2017 Clinch River Project Manager for StreamSweepers since 2017
Civic or Service Organization Experience	<i>Field not completed.</i>
Are you currently a member of a Russell County Board or Committee?	No
If YES, please name:	<i>Field not completed.</i>
Have you previously served as a member of a Russell	No

MONTHLY BANK BALANCES

March 31, 2020

Regular Account	1,416,601.94
Employee Insurance	3,223,439.09
Employee Claims Account	1,000.00
Non-Judicial Reals Estate Sales	2,388.81
Russell Co. Housing Fund	4,424.36
School Textbook	46,035.26
Sheriff Domestic Violence	2,056.31
Petty Cash Treasurer	217.80
Sheriff Seized Assets	54,554.74
Sheriff Restitution	5,582.86
Sheriff Forfeited Assets	502.80
Comm Attorney Forfeited Assets	31,700.42
Sheriff Federal Forfeited Assets	7,523.19
Comm Attorney Fed Justice Forfeited Assets	155,058.19
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	7,915.55
Sheriff Calendar Fund	857.31
SSI Recipients	-
First Sentinel Bank	1,000.00
Bank of Honaker	958.00
New Peoples Bank	897.60
Certificates of Deposit General	49,575.00
Treasurer's Money Market	2,413,032.02
Certificate of Deposit Library Donations	24,788.80
Total Cash In Bank	7,450,610.05
Cash In Office	1,653.46
Petty Cash	100.00
TOTAL CASH	7,452,363.51

ACCOUNT	DATE	March 31, 2020
	DEBIT	CREDIT
Cash in Office	1,653.46	
Cash in Bank	7,450,610.05	
Petty Cash	100.00	
General Fund		2,285,463.65
Non-Judicial Real Estate Sales		2,388.81
Sheriff In State Trip		30,861.95
Sheriff Dare Fund		100.00
Sheriff Seized Assets		54,554.74
Sheriff Restitution		5,582.86
Sheriff Forfeited Assets		502.80
Comm Attorney Forfeited Assets		31,700.42
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		7,523.19
Sheriff Domestic Violence		2,056.31
Comm Attorney Abandoned Prop		500.00
Comm Attorney Fed Justice		155,058.19
Sheriff Fed Justice Forfeited		7,915.55
Sheriff Calendar Fund		857.31
Social Services		(238,786.41)
Swva Asap		15,710.38
Coal Road Improvement		363,609.63
CSA		(527,664.11)
School Fund		1,105,973.27
School Food		374,258.94
School Textbook		46,035.26
Regional Adult Education		251,723.17
Petty Cash Treasurer		217.80
Litter Fund Trash Pickup		(15,451.50)
Current Credit		(0.79)
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		0.00
Damage Stamp Fund		2,823.98
Valley Heights		62,089.64
Dante Sewer		49,575.00
Employee Health Insurance		3,223,439.09
Employee Insurance Claims		1,000.00
Law Library		55,705.49
Special Welfare		48,914.41
Housing Fund #2		7,700.00
Russell Co Health & Fitness		124,454.32
Cannery		(134,625.31)
WIB		10,051.75
Total	7,452,363.51	7,452,363.51

March 12, 2020

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on March 12, 2020 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
Roger Sword, Member
Tony Dodi, Member
Donnie Christian, Member

ABSENT: Scott Gilmer, Member
David Mullins, Member
Jarred Glass, Member

STAFF: Katie Patton, Attorney

GUEST: Lonzo Lester, Russell County Administrator

The Chairman called the meeting to order at 5:44 P.M.

Secretary called the roll and recorded the roll call.

APPROVAL OF MINUTES

Upon motion made by Donnie Christian, second by Tony Dodi and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the minutes of the February 13, 2020 meeting with the following correction:

Motion was duplicated under the chairman's report section.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian

Absent: S. Gilmer, J. Glass, D. Mullins

Nay: None

FINANCIAL REPORT

Upon motion made by Tony Dodi, second by Roger Sword, and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the financial reports and pay invoices presented and additional invoices

from Susan's Cleaning for \$1400.00 and Chafin Law Firm for \$3384.60 on March 12, 2020.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian

Absent: S. Gilmer, J. Glass, D. Mullins

Nay: None

ATTORNEY'S REPORT

The attorney presented the deed to transfer the access road beside VCEDA to the Town of Lebanon.

Upon motion made by Richard Lockridge, second by Donnie Christian, and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the deed transfer and plat recording of the access road beside VCEDA to the Town of Lebanon

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian

Absent: S. Gilmer, J. Glass, D. Mullins

Nay: None

CHAIRMAN'S REPORT

Adventure e-bike is seeking a VCEDA seed capital grant and is requesting a letter of support.

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the chairman to send a letter of support for Adventure e-bikes to VCEDA for a seed capitol grant application.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian

Absent: S. Gilmer, J. Glass, D. Mullins

Nay: None

Segra need an easement to run broadband across the government center property.

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia

authorizing the chairman to sign a Right of Way agreement with Lumos Networks, Inc. dba Segra, granting a perpetual right of way easement on the property located at 137 Highland Drive Lebanon, VA. This easement is for the purpose of installing and maintaining their communication equipment. The chairman is authorized to sign all necessary documents relating to this matter.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian

Absent: S. Gilmer, J. Glass, D. Mullins

Nay: None

The chairman informed the board VSBFA is asking the VCEDA agreement on the motel project be brought up to date. The motel is currently up to date with all payments to VSBFA, however they want all debts to be up to date to consider their debt current.

DMME is requesting a five-year all-inclusive lease on their space in the government center.

The Soccer Association is asking to use the property behind the government center for practice fields. Roger Sword informed the board this cannot be done because the property was purchased with EDA monies.

Samuel Corp. (Steel Fab) is considering purchasing a paint simulator for training purposes. The IDA discussed assisting with the purchase of the simulator.

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 negotiate up to \$18,000.00 toward the purchase of a paint simulator for Steel Fab.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian

Absent: S. Gilmer, J. Glass, D. Mullins

Nay: None

CLOSED SESSION

Upon motion made by Donnie Christian, second by Richard Lockridge 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, D. Christian

Absent: S. Gilmer, J. Glass, 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, D. Christian

Absent: S. Gilmer, J. Glass, 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	Yes	Donnie Christian	Yes
Carlton Elliott	Yes	Jarred Glass	Absent
Scott Gilmer	Absent	David Mullins	Absent
Tony Dodi	Yes	Richard Lockridge	Yes
Roger Sword	Yes		

MOTIONS FROM CLOSED SESSION

Upon motion made by Tony Dodi, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia deeming the performance contract with Phillip Powers satisfied and conveying the property to Mr. Powers.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian

Absent: S. Gilmer, J. Glass, D. Mullins

Nay: None

ADJOURNMENT

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 10:02 PM to reconvene on March 17, 2020 at 5:30PM in the Chafin Law Firm Conference Room.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian

Absent: S. Gilmer, J. Glass, D. Mullins

Nay: None

March 17, 2020

The reconvened meeting of the Industrial Development Authority of Russell County, Virginia was held on March 17, 2020 at 5:30 P.M. at Chafin Law Firm Conference Room, Main Street, Lebanon, Virginia.

MEMBERS

PRESENT: Ernie McFaddin, Chairman
Richard Lockridge, Vice Chairman
Carlton Elliott, Secretary
Roger Sword, Member
Tony Dodi, Member
Donnie Christian, Member
Jarred Glass, Member

ABSENT: Scott Gilmer, Member
David Mullins, Member

STAFF: Ben Chafin, Attorney

GUESTS: William Wampler, Russell County Reclaim
John Matney, Russell County Reclaim
Lonzo Lester, Russell County Administrator

The Chairman called the meeting to order at 5:40 P.M.

Secretary called the roll and recorded the roll call.

GUEST PRESENTATION

Russell County Reclaim, LLC presented their plan to convey part of the MOSS property to the IDA. The board discussed the purchase agreement, lease agreement, and water management agreement. The IDA attorney and the attorney for Russell County Reclaim have discussed the agreements in detail. This project will give Russell County a large industrial site to develop.

Upon motion made by Tony Dodi, second by Donnie Christian, and duly approved by the Industrial Development Authority of Russell County, Virginia approving this project acquiring the lower portion of the MOSS property, and authorizing the attorney to complete the purchase, lease, and water management agreements with Russell County Reclaim, LLC. Also, authoring the chairman and

secretary to sign all necessary document for this project. This transaction is subject to final approval by legal counsel.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Glass

Absent: S. Gilmer, D. Mullins

Nay: None

ADJOURNMENT

Upon motion made by Donnie Christian, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 7:20 PM.

The Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Glass

Absent: S. Gilmer, D. Mullins

Nay: None

MINUTES OF THE DIRECTORS' MEETING

MINUTES OF A MEETING OF DIRECTORS of The Russell County Public Service Authority held via teleconference on this 21st day of April 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;
David Edmonds, Jr.;
Joe Huff; and
Rhonda Lester, Secretary.
2. Also present:
Harvey Hart, Director RCPSA;
James Baker, T&L;
Rita Baker, T&L; and
Katie Patton, Legal Counsel
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. Clifford Hess acted as Chairperson of the meeting and Rhonda Lester as Secretary of the meeting.
5. Clifford Hess 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 Cuba Porter, seconded by David Edmonds, Jr., and passed on a roll call vote of 6-0.
7. Minutes of the last meeting dated March 17, 2020 were reviewed and, upon motion duly made by Cuba Porter, seconded by Carter McGlothlin, were adopted as read and passed on a roll call vote of 6-0.
8. Public Comments: None
9. Harvey Hart, 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 Cuba Porter, seconded by David Edmonds, Jr., and passed on a roll call vote of 6-0.

10. Rita Baker with Thompson & Litton presented to the meeting the following project updates from March 17, 2020 to date:

- GLADE HOLLOW/GLADE HILL WATER PROJECT

During This reporting period, an 150 LF of 6-inch water line was installed for a total of 3,740 LF of 8-inch, 910 LF of 6-inch, and 50 LF of road crossing has been installed in the Glade Hollow section. Material Bid Opening was held on April 17, 2020.

- NASH'S FORD/CLINCH MOUNTAIN ROAD

No new updates.

- CREEK SIDE/EAGLES NEST /BOODY WATER LINE EXTENSION PROJECT

No new updates.

- MAINTENANCE

Four new service meters were installed at Belfast, Swords Creek, Mew Road, and Red Oak Ridge.

- OLD SCHOOL/COUNTY (DANTE)

Removed old fence and moved dirt

- BELFAST (RT. 603) - EXTENSION

DHCD contract has been approved. Materials Bid Opening was held on April 17, 2020. Anticipate construction starting mid-May.

- POTENTIAL WELLS

No new updates.

- CLEVELAND METER REPLACEMENT (WSL-026-13)

No new updates.

- CASTLEWOOD METER REPLACEMENT (WSL-028-14)

No new updates.

- SYSTEM IMPROVEMENTS PH I (WSL-027-17)

No new updates.

- LAKE BONAVENTURE TO SOUTH CLINCHFIELD WL REPLACEMENT

No new updates.

- EAGLE' S NEST

No new updates.

11. Clifford Hess presented to the meeting and thereupon the following resolutions were offered.

IT WAS RESOLVED THAT:

- Motion to approve the entering into competitive negotiations with Al McIntosh regarding Fee Accounting Services made by Cuba Porter, seconded by Chris Dye, and passed on a roll call vote of 6-0.
- Motion to approve the entering into competitive negotiations with Spilman Thomas & Battle regarding Professional Legal Bond Counsel Services made by Cuba Porter, seconded by David Edmonds, Jr., and passed on a roll call vote of 6-0.
- Motion to appoint a committee consisting of Carter McGlothlin, Cuba Porter, and Harvey Hart to interview the firms that have submitted Statements of Qualifications regarding Professional Engineering Services made by Carter McGlothlin, seconded by Chris Dye, and passed on a roll call vote of 6-0.
- Motion to appoint a committee consisting of Chris Dye, David Edmonds, Jr., and Rhonda Lester to interview the firms that have submitted Statements of Qualifications regarding Professional Auditing Services made by Carter McGlothlin, seconded by Chris Dye, and passed on a roll call vote of 6-0.

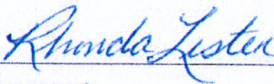
12. Old Business to Discuss: None

13. Matters presented by the Board: None

15. There being no further business to come before the meeting, a motion to adjourn at 6:50 PM was made by Cuba Porter, seconded by Joe Huff., and passed on a roll call vote of 6-0.

The next meeting is scheduled for May 19, 2020 at 6:00 PM.

Dated in the Commonwealth of Virginia on
the 21st day of April 2020.



(Signature)

Secretary Name: Rhonda Lester

Russell County Tourism

April highlights:

-Virginia Tourism Corporation Welcome Center Study Tour for April 2020 has been rescheduled for April 2021. Russell County part of tour was set for April 24, 2020.

-CRVI steering committee call. Planning to have Planning Team meeting on June 16 in Lebanon. Hopefully will know by mid-May if can proceed. Also plan to do service and hike in Cleveland following the meeting.

-Worked with David Neudeck of Virginia Department of Conservation and Recreation to post information about temporary closing of the Channels due to COVID-19. This was due to social distancing guidelines since many areas at the Channels you are in close vicinity of others. Also, there was such overcrowding one week that there was no parking and sensitive areas were being disturbed. Many people were here from other states, especially Pennsylvania, Georgia and New York. This really showed that people know what we have to offer, and we want them to return when it is safe to travel. Would like to plan to do some social media marketing in these areas.

-Posted information from District Ranger Michelle Davolos of the Forest Service on temporary closure of nearby facilities.

-Participated in weekly briefing calls with Virginia Tourism Corporation and followed guidelines for state promotions such as the creation of Virginia is for Restaurant Lovers for a take-out week campaign. Worked with local restaurants to get their operation hours and delivery/take-out information out to the public.

-Participated in Heart of Appalachia check-in call. Waiting for COVID-19 information as it continues to develop on when can start really promoting our local tourism again. Worked with HOA to get Russell County information updated in their new brochure they are working on.

-Participated in support letters to congress for support of travel and tourism.

-Began creating publicity for Virginia Tourism Corporations "We'll Be Waiting For You" Campaign. This will use local pictures without people along with campaign slogan during time tourism is down to encourage people to come back.

-Assisted in getting VTC's COVID-19 Virginia Tourism Industry Survey out to local businesses.

-April 21 Russell County Tourism Meeting. Decided on new logo design as well as a fundraiser. April 22- Launched new logo design on Experience Russell County Facebook.

-Worked on getting pictures and information on the Clinch together for the 50th anniversary of the Virginia Scenic Rivers Program for DCR. The exhibit will start at the Main Street Station in Richmond and then be available for showing across the state. Also, they will have photos from Scenic Va and *Virginia Living* magazine in the exhibit.

-Continued to work on updates for new print of Russell County Tourism brochure.

-Working with Virginia Tourism Corporation on National Travel Tourism Week ideas for May 3-9.



Experience

RUSSELL

**COUNTY
VIRGINIA**

RUSSELL COUNTY CONFERENCE CENTER

April 1, 2020

The following is a list of the Russell County Conference Center events for the month of April.

Date	Event	Event Type	Space
04/02/20	Sabika Bingo Yovana Dye Canceled Due To COVID-19 Virus	Community Event	Full \$0
04/03/20	Girl Scout Sleep Over Kim Yates Canceled Due To COVID-19 Virus	Individual Event	Full \$0
04/04/20	Fund Raiser Special Needs Teams Ondrea McClanhan Canceled Due To COVID-19 Virus	Community Event	Full \$0
04/05/20	Birthday Party Teresa Price Canceled Due To COVID-19 Virus	Individual Event	Half \$0
04/06/20	Extension Office Cattleman Meeting Scott Jesse Canceled Due To COVID-19 Virus	Community Event	Full \$0
04/07/20	Star Ministries Bingo Becky Robinette Canceled Due To COVID-19 Virus	Community Event	Full \$0
04/08/20	School Board Business Partnership Luncheon Scott Fletcher Canceled Due To COVID-19 Virus	Individual Event	Full \$0
04/10/20	Birthday Party Shauna Music	Individual Event	Full \$0

	Canceled Due To COVID-19 Virus		
04/11/20	Baby Shower Keona Taylor Canceled Due To CONVID-19 Virus	Individual Event	Half \$0
04/16/20	Lebanon Middle School Prom Valarie Rice Canceled Due To CONVID-19 Virus	Individual Event	Full \$0
04/17/20	Lebanon Middle School Event Valarie Rice Canceled Due To CONVID-19 Virus	Individual Event	Full \$0
04/18/20	4-H Camp Sign Up Ashley Clark Canceled Due To CONVID- 19 Virus	Community Event	Full Free \$0
04/19/20	Birthday Party Sheyenne Overton Canceled Due To CONVID-19 Virus	Individual Event	Half \$0
04/20/20	Mountain Movers Kevin Blankenship Canceled Due To CONVID-19 Virus	Community Event	Full Free \$0
04/21/20	VA Gas and Oil Meeting Megan Sturgill Canceled Due To CONVID-19 Virus	Community Event	Full \$0
04/22/20	Administrative Professional Day Angie Miller Canceled Due To CONVID-19 Virus	Individual Event	Full Free \$0
04/24/20	Fund Raiser Dance for Travel Team Softball Josh Fields Canceled Due To CONVID-19 Virus	Community Event	Full \$0
04/25/20	People INC Project Discovery Luncheon Danny Foster	Individual Event	Full \$0

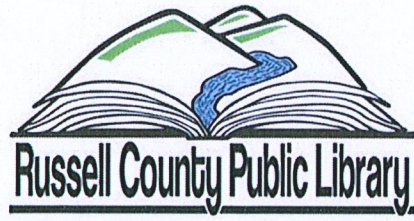
	Canceled Due To COVID-19 Virus		
04/28/20	SWVRJA Board Meeting Jeannie Patrick Canceled Due COVID-19 Virus	Community Event	Full \$285

(Total: \$0.00)

- \$0

Final Total = \$ 0000.00

Due To The CONVID-19 Virus Pandemic we had to canceled all 19 events for the month. The Grand total would have been \$2,310.00



Russell County Public Library



33,164

TOTAL ANNUAL VISITS

26,830

POPULATION*



54,556

PRINT BOOKS

1,640

TOTAL MATERIAL ADDED



1,125

BORROWERS

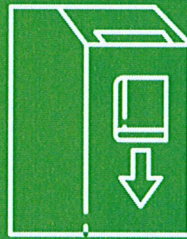
8,603

CARDHOLDERS

26,624

ITEMS BORROWED

65% **31%** **4%**
PRINT DIGITAL OTHER

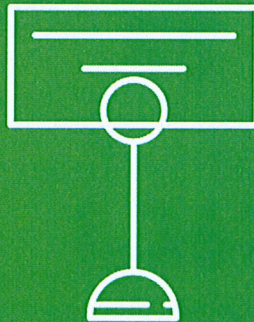


500

LIBRARY PROGRAMS

4,369

ATTENDANCE



85

SUMMER READING PROGRAMS

1,367

ATTENDANCE



5,155

PUBLIC COMPUTER USAGE

28,220

HOMEPAGE VISITS

2018-2019

YEAR IN REVIEW

*COOPER CENTER ESTIMATE
ICONS MADE BY FREEPIK FROM WWW.FLATICON.COM



RUSSELL COUNTY SHERIFF'S OFFICE

P.O. Box 338
79 Rogers Avenue
Lebanon, VA 24266

Phone (276) 889-8033

sheriff@russellcountyva.us

Fax: (276) 889-8203

Steve Dye, Sheriff

Status Report: March-April 2020

March 12, 2020

In reference to Property Belonging to Gene Couch located on Memorial Drive> Contact was made with Mr. Couch he was advised of the county ordinance. A copy of the ordinance was given to the property owner as well as a written notice served by me for noncompliance with County Code.

April 20, 2020

Inspected the Property on Memorial Drive, little to no progress has been made by the landowner. I spoke with Mr. Couch via phone and advised him that if the property is not in compliance that he will be held accountable.

March 12, 2020

In reference to the Property at 151 Straight Hollow Rd, I made contact with the property owner. She was advised of the County Ordinance and her property was not in compliance. The owner advised that she would get her sons to get it cleaned up. A written notice was served on the property owner.

April 12, 2020

I returned to 151 Straight Hollow Rd to inspect the property. The owners had made significant progress and were actively working on cleaning it up while I was on scene.

I advised the property owner that I would be back to inspect the property at a later date to see if the property is in compliance.

March 24, 2020

In reference to the property at 16 Starnes Drive, I made contact with property owner and advised him of the County Litter Ordinance and that his property was not in compliance. He advised me that he would get cleaned up as soon as possible. A written notice was served on the property owner.

April 12, 2020

I returned to inspect the property at 16 Starnes Drive. Upon inspection the homeowner was in compliance with the County Litter Ordinance.

April 27, 2020

While off duty I was taking my garbage off at the Moccasin Valley Rd trash site, I observed an individual on the concrete ramp, and he appeared to be digging in the dumpster. I got out of my vehicle and walked up to the individual that he wasn't supposed to be digging in the trash. I then observed two male subjects inside the dumpster. I advised all three individuals to get out of the dumpster and displayed my badge of authority and advised them of the county litter ordinance. I took down all three individuals names and information and advised them if I caught them back here, they would be issued a summons.

Deputy C Porter

Russell County Sheriff Office