RUSSELL COUNTY

BOARD OF SUPERVISOR'S MEETING

AGENDA – AUGUST 3, 2020

BOS 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 & ROLL CALL – Clerk of the Board

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

INVOCATION – Chairperson

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

APPROVAL OF AGENDA

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 July 6, 2020**
   b. **Unapproved minutes of July 8, 2020**

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

3. **Committee Appointments for Board Consideration.**

RC Industrial Development Authority

David Mullins	**Four-Year Term**	**August 1, 2020**

Community Policy Management Team

Patrick Brunty	**Three-Year Term**	**August 7, 2020**
Joni Lester	**Three-Year Term**	**August 7, 2020**

SWVA Community Correctional Criminal Justice Board

Doug Howard	**Two-Year Term**	**June 2020**

CITIZEN'S COMMENT PERIOD

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS

1. **RC PSA Consolidation, Financial, & Support Agreements……B-1**
2. **RC PSA Glade Hollow Water Project……..B-2**
3. **RC IDA Tobacco Commission Grant……..B-3**
4. **Continuity of Government Operations……B-4**
5. **Personnel Policy……B-5**
6. **RC Courthouse Design-Build RFP……B-6**
7. **Courthouse Security Ordinance Public Hearing……..B-7**

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

1. **LEMPG Grant FY 2020……C-1**
2. **Cumberland Mountain Community Services FY 2021 Contract……C-2**
3. **Honaker & Castlewood Canneries……C-3**

4. **RC GIS System Upgrade,,……..C-4**

5. **RC Fitness Center……C-5**

REQUESTS

6. **Federal CARES Relief Fund Certification……C-6**

7. **VDOT Smart Scale Resolutions for Rte. 19 & Rte. 58 Projects…..……...C-7**

8. **VTC WanderLOVE Marketing Grant ($10,000)……..……C-8**

9. **DHCD Town of Cleveland Sewer Plant PER Contract……C-9**

10. **LEMPG Grant FY 2021 ($7,500)……..……...C-10**

11. **VFIRS Hardware Grant ($86,763)……..C-11**

12. **Oak Grove Community Facility Addition……C-12**

13. **DCJS School Resource Officer Grant ($57,287)……...C-13**

14. **Highway Abundant Life Church Pump and Haul Septic System……..C-14**

15. **Travel Request……C-15**

MATTERS PRESENTED BY THE BOARD

ADJOURNMENT

COUNTY AGENCY / BOARD REPORTS:

- **Treasurer's Report……D**
- **RC IDA ……E**
- **RC PSA ……...F**
- **RC Tourism……G**
- **RC Planning Commission ……..H**
- **Conference Center……I**
- **RC Fitness Center……J**
- **RC Transportation & Safety……...K**
- **RC Cannery Reports……L**
- **RC Building Inspector……..M**
- **RC Litter Report……N**
- **CPWMA Report……O**

CLOSED SESSION

Motion made by_____, second by_____and duly approved by the Board of Supervisors enter into closed session to discuss Legal Matters pursuant to Section 2.2-3711(A) (6) & (8) Discussion concerning public investment and proposed Tobacco Commission Grant and Revenue Sharing Agreement; and (8) Consultation of legal counsel concerning merger of the RC Public Service Authorities.

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

Meeting: 8/3/20 6:00 PM

Action Item A-1
Presenter: Chairperson

Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of July 6, 2020**
- **Unapproved minutes of July 8, 2020**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

July 06, 2020

The regular monthly meeting of the Russell County Board of Supervisors was held on Monday, July 06, 2020 at 5:00 pm beginning with Executive (closed) Session followed by the regular meeting at 6:00 pm at the Russell County Government Center in Lebanon, Virginia.

The Clerk called the meeting to order.

Roll Call by the Clerk:

Present:

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

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

Absent:
None

EXECUTIVE (CLOSED) SESSION

Motion made by Steve Breeding, second Tim Lovelace and duly approved by the Board of Supervisors to enter into Executive (closed) Session pursuant to Section 2.2-3712(5) of the Code of Virginia to discuss legal matters pursuant to 2.2-3711(A), (1), (7) and (8).

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

APPROVAL TO RETURN TO REGULAR SESSION

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

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

CERTIFICATION OF EXECUTIVE (CLOSED) SESSION

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

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

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

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

APPROVAL OF THE AGENDA

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

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

APPROVAL OF THE JUNE 01, 2020 MINUTES

Motion made by Tim Lovelace, second Oris Christian and duly approved by the Board of Supervisors to approve the June 01, 2020 minutes and dispense with reading thereof.

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

APPROVAL OF THE JUNE 17, 2020 MINUTES

Motion made by Carl Rhea, second Tim Lovelace and duly approved by the Board of Supervisors to approve the June 17, 2020 minutes and dispense with reading thereof.

The vote was:

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

APPROVAL OF GENERAL COUNTY INVOICES

Motion made by Steve Breeding, second Tim Lovelace and duly approved by the Board of Supervisors to approve general county invoices in the amount of $1,124,077.70, including reoccurring and withholdings.

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

Citizens Comment

The Chair opened citizens comment period.

Michelle Vance, Lebanon stated that the BOS needs to be more transparent and respectful of the citizens of the County.

Shawn Vance, Lebanon commented that he is concerned about the monument located in the Town of Lebanon. He feels that no one has the right to remove it since it is owned by the taxpayers.

Larry Hughes, Lebanon thinks "our nation is in dismay" and worries about future generations. He voiced his opinion about the protests that have been happening near our community and the push to take down confederate statues and monuments.

The Chair closed citizens comment.

County Attorney Reports and Requests

APPROVAL OF A VRA RESOLUTION FOR THE RUSSELL COUNTY PSA FINANCING AND SUPPORT AGREEMENTS

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve a VRA resolution for The Russell County Public Service Authority Financing and Support Agreement and authorize the Chairperson to sign.

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

APPROVAL OF A VRA RESOLUTION CONCERNING THE RUSSELL COUNTY PSA AND THE SUPPORT AGREEMENT FOR THE GLADE HOLLOW PROJECT

Motion made by Carl Rhea, second Steve Breeding and duly approved by the Board of Supervisors to approve a VRA resolution concerning The Russell County Public Service Authority Financing and Support Agreement for the Glade Hollow Project and authorize the Chair to sign.

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

APPROVAL OF AN AMENDMENT TO REFLECT A NAME CHANGE TO AN IDA LOAN AND MORAL OBLIGATION

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to approve an amendment changing the name from Polycap to Greenfield ICI Holdings for an IDA loan and moral obligation.

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

County Administrator Reports and Requests

APPROVAL OF A MERCHANT CREDIT CARD ACCOUNT FOR THE RUSSELL COUNTY TREASURER'S OFFICE

Motion made by David Eaton, second Lou Wallace and duly approved by the Board of Supervisors to approve a merchant credit card account as requested by the Treasurer of Russell County.

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

APPROVAL OF A VICTIM WITNESS GRANT FROM DCJS

Motion made by Tim Lovelace, second Carl Rhea and duly approved by the Board of Supervisors to approve a Victim Witness Grant from DCJS in the amount of $70,000.

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

The Chair appointed Tim Lovelace and Rebecca Dye to the CARES oversight committee.

ACCEPTANCE OF DONNIE RAMEY'S RESIGNATION FROM THE CMCSB

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to accept the resignation of Donnie Ramey from the Cumberland Mountain Community Services Board effective immediately.

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

MICHELLE VANCE APPOINTED TO THE CMCSB

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to appoint Michelle Vance to the Cumberland Mountain Community Services Board to fill the unexpired term of Donnie Ramey, said term expires December 31, 2022.

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

APPROVAL OF A PLAT FOR SAMUEL AND PATRICIA LAMBERT

Motion made by David Eaton, second Tim Lovelace and duly approved by the Board of Supervisors to approve a plat for Samuel and Patricia Lambert as requested by the Russell County Planning Commission.

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

APPROVAL TO ADJOURN TO RECONVENE ON WEDNESDAY, JULY 08, 2020 AT 8:00 AM

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to adjourn to reconvene on Wednesday, July 08, 2020 at 8:00 am.

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

_____ _____
Clerk of the Board Chairperson

July 08, 2020

A reconvened meeting of the Russell County Board of Supervisors was held on Wednesday, July 08, 2020 at 8:00 am in the Russell County Government Center in Lebanon, Virginia. Board members present traveled to Gaps Mill and Caldwell West Virginia.

The Clerk called the meeting back to order.

Roll Call by the Clerk:

Present:

Steve Breeding
Rebecca Dye
Oris Christian

Absent:

Lou Wallace
Tim Lovelace
Carl Rhea
David Eaton

The Board toured and discussed businesses in Gaps Mill, West Virginia and Caldwell, West Virginia.

No further business was conducted and the Chairperson adjourned the meeting.

_____ _____

Clerk of the Board Chairperson

Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Meeting: 8/3/20 6:00 PM

Action Item A-2
Presenter: Chairperson

Approval of Expenditures

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

STAFF RECOMMENDATION(s):

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

SUGGESTED MOTION(s):

Motion to approve County's July 2020 Monthly Expenditures.

ATTACHMENTS:

- July 2020 Monthly Expenditures

DUE DATE	INV.DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT			P.O.#
8/03/2020	7/08/2020	002615 A & A ENTERPRIS	38007		392.75	392.75	4100-031020-5410-	-	-	
8/03/2020	7/08/2020	002615 A & A ENTERPRIS	68006		366.00	366.00	4100-031020-5410-	-	-	
8/03/2020	7/08/2020	002615 A & A ENTERPRIS	68008		147.00	147.00	4100-031020-5410-	-	-	
8/03/2020	7/15/2020	002615 A & A ENTERPRIS	68138		250.60	250.60	4100-031020-5410-	-	-	
					1,156.35	1,156.35 *				
8/03/2020	7/24/2020	004568 ADDINGTON OIL C	110031		2,410.67	2,410.67	4100-042400-5408-	-	-	
					2,410.67	2,410.67 *				
8/03/2020	7/15/2020	003845 ALSCO	LROA952769		211.28	211.28	4100-072010-3008-	-	-	
					211.28	211.28 *				
8/03/2020	6/13/2020	003754 AMAZON	436954793657	10	251.30	251.30	4100-073010-5414-	-	-	
8/03/2020	7/10/2020	003754 AMAZON	443338593648	10	15.44	15.44	4100-073010-5414-	-	-	
8/03/2020	7/18/2020	003754 AMAZON	44985739977	10	63.80	63.80	4100-073010-5411-	-	-	
8/03/2020	6/28/2020	003754 AMAZON	465646665764	10	17.90-	17.90-	4100-073010-5401-	-	-	
8/03/2020	7/18/2020	003754 AMAZON	544468584854	10	106.78	106.78	4100-073010-5411-	-	-	
8/03/2020	7/13/2020	003754 AMAZON	586786458847	10	27.78	27.78	4100-073010-5411-	-	-	
8/03/2020	7/18/2020	003754 AMAZON	733954575839	10	30.74	30.74	4100-073010-5411-	-	-	
8/03/2020	7/13/2020	003754 AMAZON	873753866934	10	14.96	14.96	4100-073010-5411-	-	-	
					492.90	492.90 *				
8/03/2020	8/03/2020	001346 ASSOCIATION OF	FY2021		150.00	150.00	4100-021020-5401-	-	-	
					150.00	150.00 *				
8/03/2020	7/15/2020	000046 AT & T	07152020		47.68	47.68	4100-031020-5203-	-	-	
8/03/2020	7/15/2020	000046 AT & T	07152020		18.60	18.60	4100-031020-5203-	-	-	
					66.28	66.28 *				
8/03/2020	7/25/2020	001225 BAI MUNICIPAL S	ESD2020-37		4,851.00	4,851.00	4100-012130-3005-	-	-	
					4,851.00	4,851.00 *				
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240435	10	32.52	32.52	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240436	10	49.37	49.37	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240501	10	17.29	17.29	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240502	10	17.29	17.29	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240510	10	16.20	16.20	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240533	10	32.93	32.93	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240534	10	32.93	32.93	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240535	10	12.99	12.99	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240639	10	16.72	16.72	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240671	10	16.84	16.84	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240684	10	16.21	16.21	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240685	10	48.80	48.80	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240723	10	29.81	29.81	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240724	10	45.47	45.47	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240745	10	16.31	16.31	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240746	10	15.76	15.76	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240796	10	16.31	16.31	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240797	10	16.31	16.31	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240824	10	16.85	16.85	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240875	10	16.30	16.30	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240876	10	30.49	30.49	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240924	10	16.84	16.84	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240925	10	16.84	16.84	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240939	10	16.31	16.31	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016240957	10	16.31	16.31	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016241011	10	16.21	16.21	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016241012	10	66.44	66.44	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016241050	10	16.75	16.75	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016241051	10	33.06	33.06	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016241076	10	16.21	16.21	4100-073010-5411-	-	-	

DUE DATE	INV.DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT			P.O.#
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016241077	10	14.58	14.58	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016241364	10	15.66	15.66	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016241951	10	16.18	16.18	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016241952	10	16.18	16.18	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016241953	10	16.30	16.30	4100-073010-5411-	-	-	
8/03/2020	6/30/2020	002535 BAKER & TAYLOR	5016254757	10	16.75	16.75	4100-073010-5411-	-	-	
8/03/2020	7/08/2020	002535 BAKER & TAYLOR	5016254758	10	32.52	32.52	4100-073010-5411-	-	-	
8/03/2020	7/13/2020	002535 BAKER & TAYLOR	5016272149	10	16.31	16.31	4100-073010-5411-	-	-	
					873.15	873.15 *				
8/03/2020	7/11/2020	000052 BLEVINS SEPTIC	34404		510.00	510.00	4100-042010-5413-	-	-	
					510.00	510.00 *				
8/03/2020	7/14/2020	000092 BONANZA RESTAUR	072574		202.69	202.69	4100-011010-5413-	-	-	
					202.69	202.69 *				
8/03/2020	7/15/2020	004161 BREEDING, CRYST	07152020		105.00	105.00	4100-072030-3009-	-	-	
					105.00	105.00 *				
8/03/2020	6/17/2020	004709 BRIGHT STAR CHI	INV3980	10	350.00	350.00	4100-073010-5413-	-	-	
					350.00	350.00 *				
8/03/2020	7/15/2020	004614 BROWN, CARLA	07152020		1,395.00	1,395.00	4100-072030-3009-	-	-	
					1,395.00	1,395.00 *				
8/03/2020	7/09/2020	002429 BUILDING SYSTEM	SD23132		1,003.00	1,003.00	4100-043020-3004-	-	-	
					1,003.00	1,003.00 *				
8/03/2020	7/02/2020	001616 CENTER POINT LA	1777675	10	382.86	382.86	4100-073010-5411-	-	-	
					382.86	382.86 *				
8/03/2020	5/14/2020	004450 CINTAS CORPORAT	4050524153		35.58	35.58	4100-043020-3008-	-	-	
8/03/2020	5/28/2020	004450 CINTAS CORPORAT	4051725781		87.26	87.26	4100-043020-3008-	-	-	
8/03/2020	7/02/2020	004450 CINTAS CORPORAT	4054923981		75.91	75.91	4100-043020-3008-	-	-	
8/03/2020	7/02/2020	004450 CINTAS CORPORAT	4054923999		36.48	36.48	4100-043020-3008-	-	-	
8/03/2020	7/02/2020	004450 CINTAS CORPORAT	4054924017		84.19	84.19	4100-043020-3008-	-	-	
8/03/2020	7/02/2020	004450 CINTAS CORPORAT	4054924028		35.58	35.58	4100-043020-3008-	-	-	
8/03/2020	7/02/2020	004450 CINTAS CORPORAT	4054924057		96.66	96.66	4100-043020-3008-	-	-	
8/03/2020	7/02/2020	004450 CINTAS CORPORAT	4054924075		239.78	239.78	4100-043020-3008-	-	-	
8/03/2020	7/06/2020	004450 CINTAS CORPORAT	4055071809		38.93	38.93	4100-043020-3008-	-	-	
8/03/2020	7/09/2020	004450 CINTAS CORPORAT	4055436506		68.91	68.91	4100-043020-3008-	-	-	
8/03/2020	7/09/2020	004450 CINTAS CORPORAT	4055436615		35.58	35.58	4100-043020-3008-	-	-	
8/03/2020	7/09/2020	004450 CINTAS CORPORAT	4055436666		84.19	84.19	4100-043020-3008-	-	-	
8/03/2020	7/09/2020	004450 CINTAS CORPORAT	4055436785		87.26	87.26	4100-043020-3008-	-	-	
8/03/2020	7/09/2020	004450 CINTAS CORPORAT	4055436787		253.78	253.78	4100-043020-3008-	-	-	
8/03/2020	7/13/2020	004450 CINTAS CORPORAT	4055604839		38.93	38.93	4100-043020-3008-	-	-	
8/03/2020	4/13/2020	004450 CINTAS CORPORAT	4047846704		45.48	45.48	4100-043020-3008-	-	-	
8/03/2020	5/07/2020	004450 CINTAS CORPORAT	4049933968		75.91	75.91	4100-043020-3008-	-	-	
8/03/2020	7/16/2020	004450 CINTAS CORPORAT	4056120270		35.58	35.58	4100-043020-3008-	-	-	
8/03/2020	7/16/2020	004450 CINTAS CORPORAT	4056120281		96.66	96.66	4100-043020-3008-	-	-	
8/03/2020	7/16/2020	004450 CINTAS CORPORAT	4056120372		84.19	84.19	4100-043020-3008-	-	-	
8/03/2020	7/16/2020	004450 CINTAS CORPORAT	4056120422		239.78	239.78	4100-043020-3008-	-	-	
8/03/2020	7/20/2020	004450 CINTAS CORPORAT	405627208		38.93	38.93	4100-043020-3008-	-	-	
8/03/2020	7/23/2020	004450 CINTAS CORPORAT	4056670101		68.91	68.91	4100-043020-3008-	-	-	
8/03/2020	7/23/2020	004450 CINTAS CORPORAT	4056670226		35.58	35.58	4100-043020-3008-	-	-	
8/03/2020	7/23/2020	004450 CINTAS CORPORAT	4056670315		84.19	84.19	4100-043020-3008-	-	-	
8/03/2020	7/23/2020	004450 CINTAS CORPORAT	4056670420		87.26	87.26	4100-043020-3008-	-	-	
8/03/2020	7/23/2020	004450 CINTAS CORPORAT	4056670427		239.78	239.78	4100-043020-3008-	-	-	
8/03/2020	7/27/2020	004450 CINTAS CORPORAT	4056930290		38.93	38.93	4100-043020-3008-	-	-	
					2,470.20	2,470.20 *				
8/03/2020	6/26/2020	003569 CLARK PRINT SHO	4249		50.00	50.00	4100-035010-5401-	-	-	
8/03/2020	3/25/2020	003569 CLARK PRINT SHO	4225		163.30	163.30	4100-034010-5401-	-	-	
8/03/2020	7/24/2020	003569 CLARK PRINT SHO	4254		339.00	339.00	4100-013020-5401-	-	-	
					552.30	552.30 *				

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8/03/2020	7/20/2020	002921	COOK YVONNE	07202020		197.06	197.06	4100-011010-5504-	-	-	
						197.06	197.06 *				
8/03/2020	7/15/2020	000167	CSX TRANSPORTAT	8392571		1,728.20	1,728.20	4100-043020-8001-	-	-	
						1,728.20	1,728.20 *				
8/03/2020	7/14/2020	000172	CUMBERLAND MOUN	07142020		1,650.00	1,650.00	4100-021050-3002-	-	-	
						1,650.00	1,650.00 *				
8/03/2020	7/16/2020	000171	CUMBERLAND PLAT	182		74,996.46	74,996.46	4100-042010-3002-	-	-	
						74,996.46	74,996.46 *				
8/03/2020	7/09/2020	004691	CUSTOM CAGE	CC20-0207		1,815.00	1,815.00	4100-031020-5408-	-	-	
						1,815.00	1,815.00 *				
8/03/2020	6/12/2020	004653	DANA SAFETY SUP	343250-B		1,205.00	1,205.00	4100-031020-5408-	-	-	
8/03/2020	1/06/2020	004653	DANA SAFETY SUP	613618		2,034.80	2,034.80	4100-031020-5408-	-	-	
8/03/2020	2/13/2020	004653	DANA SAFETY SUP	620791		170.42	170.42	4100-031020-5408-	-	-	
						3,410.22	3,410.22 *				
8/03/2020	8/03/2020	003520	DANTE COMMUNITY	APPROP. 2020		1,404.31	1,404.31	4100-071040-5604-	-	-	
						1,404.31	1,404.31 *				
8/03/2020	7/20/2020	001871	DELPH KELLY MCB	07202020	10	358.94	358.94	4100-073010-5413-	-	-	
						358.94	358.94 *				
8/03/2020	6/29/2020	000184	DEMCO	6812561	10	36.79	36.79	4100-073010-5401-	-	-	
						36.79	36.79 *				
8/03/2020	7/21/2020	000091	DOLI/BOILER SAF	954140066		80.00	80.00	4100-043020-5407-	-	-	
						80.00	80.00 *				
8/03/2020	6/16/2020	000198	DOMINION OFFICE	121581		43.26	43.26	4100-021010-5401-	-	-	
8/03/2020	7/07/2020	000198	DOMINION OFFICE	122176		39.90	39.90	4100-012010-5401-	-	-	
8/03/2020	7/07/2020	000198	DOMINION OFFICE	122184		117.50	117.50	4100-032050-5401-	-	-	
8/03/2020	7/07/2020	000198	DOMINION OFFICE	122186		157.80	157.80	4100-042400-5414-	-	-	
8/03/2020	7/10/2020	000198	DOMINION OFFICE	122291		47.07	47.07	4100-012010-5401-	-	-	
8/03/2020	7/10/2020	000198	DOMINION OFFICE	122292		20.28	20.28	4100-021060-5401-	-	-	
8/03/2020	7/10/2020	000198	DOMINION OFFICE	122318		19.22	19.22	4100-012010-5401-	-	-	
8/03/2020	6/29/2020	000198	DOMINION OFFICE	121955.1		57.00	57.00	4100-012010-5401-	-	-	
8/03/2020	6/30/2020	000198	DOMINION OFFICE	121995		26.90	26.90	4100-021060-5401-	-	-	
8/03/2020	6/30/2020	000198	DOMINION OFFICE	121996		37.98	37.98	4100-013010-5401-	-	-	
8/03/2020	7/07/2020	000198	DOMINION OFFICE	122180		25.52	25.52	4100-012130-5401-	-	-	
8/03/2020	7/13/2020	000198	DOMINION OFFICE	122290		114.00	114.00	4100-012010-5401-	-	-	
8/03/2020	7/10/2020	000198	DOMINION OFFICE	122293		47.98	47.98	4100-021010-5401-	-	-	
8/03/2020	7/10/2020	000198	DOMINION OFFICE	122300		321.66	321.66	4100-012130-5401-	-	-	
8/03/2020	7/14/2020	000198	DOMINION OFFICE	122406		75.99	75.99	4100-012130-5401-	-	-	
8/03/2020	7/14/2020	000198	DOMINION OFFICE	122411		108.38	108.38	4100-012010-5401-	-	-	
8/03/2020	7/17/2020	000198	DOMINION OFFICE	122514		10.00	10.00	4100-012010-5401-	-	-	
8/03/2020	7/17/2020	000198	DOMINION OFFICE	122515		249.00	249.00	4100-012010-5401-	-	-	
8/03/2020	7/21/2020	000198	DOMINION OFFICE	122591		249.00	249.00	4100-012010-5401-	-	-	
8/03/2020	7/21/2020	000198	DOMINION OFFICE	122598		20.50	20.50	4100-012010-5401-	-	-	
8/03/2020	7/23/2020	000198	DOMINION OFFICE	122655		38.99	38.99	4100-072010-5405-	-	-	
8/03/2020	7/24/2020	000198	DOMINION OFFICE	122719		12.63	12.63	4100-042400-5401-	-	-	
8/03/2020	7/24/2020	000198	DOMINION OFFICE	122723		48.68	48.68	4100-012010-5401-	-	-	
8/03/2020	6/19/2020	000198	DOMINION OFFICE	121777	10	39.90	39.90	4100-073010-5401-	-	-	
8/03/2020	6/24/2020	000198	DOMINION OFFICE	121783	10	63.16	63.16	4100-073010-5401-	-	-	
8/03/2020	7/10/2020	000198	DOMINION OFFICE	122294	10	44.98	44.98	4100-073010-5401-	-	-	
8/03/2020	6/26/2020	000198	DOMINION OFFICE	121969		13.03	13.03	4100-031020-5401-	-	-	
8/03/2020	6/30/2020	000198	DOMINION OFFICE	122004		104.64	104.64	4100-031020-5401-	-	-	
8/03/2020	7/02/2020	000198	DOMINION OFFICE	122097		59.99	59.99	4100-031020-5401-	-	-	
8/03/2020	7/10/2020	000198	DOMINION OFFICE	122282		79.80	79.80	4100-031020-5401-	-	-	
8/03/2020	7/10/2020	000198	DOMINION OFFICE	122295		283.98	283.98	4100-031020-5401-	-	-	
8/03/2020	7/17/2020	000198	DOMINION OFFICE	122520		145.96	145.96	4100-031020-5401-	-	-	
8/03/2020	7/20/2020	000198	DOMINION OFFICE	122585		319.96	319.96	4100-031020-5401-	-	-	

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8/03/2020	7/21/2020	000198 DOMINION OFFICE	122589		86.95	86.95	4100-031020-5401-	-	-	
8/03/2020	7/08/2020	000198 DOMINION OFFICE	122185		15.30	15.30	4100-012090-5401-	-	-	
8/03/2020	7/22/2020	000198 DOMINION OFFICE	122185.1		29.94	29.94	4100-012090-5401-	-	-	
8/03/2020	7/10/2020	000198 DOMINION OFFICE	122289		168.99	168.99	4100-012090-5401-	-	-	
8/03/2020	7/21/2020	000198 DOMINION OFFICE	122594		64.99	64.99	4100-021060-5401-	-	-	
8/03/2020	7/24/2020	000198 DOMINION OFFICE	122727		6.36	6.36	4100-012090-5401-	-	-	
					3,417.17	3,417.17 *				
8/03/2020	6/30/2020	003938 DRAPER ADEN ASS	2020060562		2,121.40	2,121.40	4100-042010-3090-	-	-	
					2,121.40	2,121.40 *				
8/03/2020	3/04/2020	004707 EMBCC PATIENT S	03042020		220.36	220.36	4100-031020-5503-	-	-	
					220.36	220.36 *				
8/03/2020	7/02/2020	003027 ESRI INC	93854456		800.00	800.00	4100-012100-3090-	-	-	
					800.00	800.00 *				
8/03/2020	7/17/2020	002836 FERGUSON BRIAN	REIMB. TOLL		23.00	23.00	4100-042400-5407-	-	-	
					23.00	23.00 *				
8/03/2020	5/08/2020	000230 FIRE PROTECTION	3947		1,170.00	1,170.00	4100-043020-3004-	-	-	
					1,170.00	1,170.00 *				
8/03/2020	7/06/2020	001445 FISHER AUTO PAR	397-256321		13.80	13.80	4100-031020-5408-	-	-	
8/03/2020	7/10/2020	001445 FISHER AUTO PAR	397-256509		11.69	11.69	4100-031020-5408-	-	-	
8/03/2020	7/17/2020	001445 FISHER AUTO PAR	397-256685		130.78	130.78	4100-031020-5408-	-	-	
					156.27	156.27 *				
8/03/2020	7/14/2020	002747 FOLEY COMPANY	248645		104.45	104.45	4100-021060-5401-	-	-	
					104.45	104.45 *				
8/03/2020	7/18/2020	000854 GALL'S, LLC	15890401		44.00	44.00	4100-031020-5409-	-	-	
8/03/2020	8/01/2020	000854 GALL'S, LLC	1589707		302.89	302.89	4100-031020-5409-	-	-	
					346.89	346.89 *				
8/03/2020	4/16/2020	003676 GENTRY LOCKE AT	284845		7,039.38	7,039.38	4100-011010-3002-	-	-	
					7,039.38	7,039.38 *				
8/03/2020	7/15/2020	004418 GILMER, ELLEN	07152020		120.00	120.00	4100-072030-3009-	-	-	
					120.00	120.00 *				
8/03/2020	7/21/2020	003859 HESS DONNA	07212020		192.00	192.00	4100-013010-5401-	-	-	
					192.00	192.00 *				
8/03/2020	7/15/2020	004651 HONAKER, JENNIF	07152020		105.00	105.00	4100-072030-3009-	-	-	
					105.00	105.00 *				
8/03/2020	6/03/2020	000314 HUFFMAN'S TIRE	06062020		190.00	190.00	4100-031020-5408-	-	-	
8/03/2020	6/03/2020	000314 HUFFMAN'S TIRE	06062020		489.00	489.00	4100-031020-5408-	-	-	
8/03/2020	6/03/2020	000314 HUFFMAN'S TIRE	06062020		280.00	280.00	4100-031020-5408-	-	-	
8/03/2020	6/03/2020	000314 HUFFMAN'S TIRE	06062020		400.00	400.00	4100-031020-5408-	-	-	
					1,359.00	1,359.00 *				
8/03/2020	7/20/2020	004667 IDEXX DISTRIBUT	3068159484	10	915.83	915.83	4100-073010-5401-	-	-	
					915.83	915.83 *				
8/03/2020	7/23/2020	003866 INNOVATIVE TECH	2427		112.50	112.50	4100-022010-5415-	-	-	
8/03/2020	7/23/2020	003866 INNOVATIVE TECH	2429		1,352.50	1,352.50	4100-012090-5401-	-	-	
8/03/2020	7/23/2020	003866 INNOVATIVE TECH	2438		1,125.00	1,125.00	4100-012300-3002-	-	-	
8/03/2020	7/23/2020	003866 INNOVATIVE TECH	2443		337.50	337.50	4100-034010-5401-	-	-	
8/03/2020	7/23/2020	003866 INNOVATIVE TECH	2448		37.50	37.50	4100-072010-3009-	-	-	
8/03/2020	7/23/2020	003866 INNOVATIVE TECH	2449		37.50	37.50	4100-021010-5401-	-	-	
8/03/2020	7/23/2020	003866 INNOVATIVE TECH	2452		150.00	150.00	4100-013020-3002-	-	-	
8/03/2020	7/23/2020	003866 INNOVATIVE TECH	2428		1,731.47	1,731.47	4100-031020-3005-	-	-	
8/03/2020	7/23/2020	003866 INNOVATIVE TECH	2450		272.50	272.50	4100-032050-5203-	-	-	
					5,156.47	5,156.47 *				
8/03/2020	7/14/2020	001784 JAN WAY COMPANY	135976	10	378.00	378.00	4100-073010-5401-	-	-	
					378.00	378.00 *				
8/03/2020	8/03/2020	000337 JOHNSON PEST CO	4034		458.00	458.00	4100-043020-3004-	-	-	
8/03/2020	8/03/2020	000337 JOHNSON PEST CO	4035		458.00	458.00	4100-043020-3004-	-	-	
					916.00	916.00 *				

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8/03/2020	6/22/2020	002741	KEGLEY BOOKS	06222020	10	61.75	61.75	4100-073010-5411-	-	-	
8/03/2020	7/01/2020	002741	KEGLEY BOOKS	07012020	10	45.25	45.25	4100-073010-5411-	-	-	
						107.00	107.00 *				
8/03/2020	6/22/2020	000353	KEGLEY SERVICE	06222020		20.00	20.00	4100-035050-5408-	-	-	
						20.00	20.00 *				
8/03/2020	9/20/2019	002142	KESTNER MAX	1337		87.99	87.99	4100-031020-5409-	-	-	
8/03/2020	9/24/2019	002142	KESTNER MAX	1368		204.44	204.44	4100-031020-3005-	-	-	
						292.43	292.43 *				
8/03/2020	7/06/2020	000359	KWIK KAFE	3510-623222		36.00	36.00	4100-012010-5401-	-	-	
						36.00	36.00 *				
8/03/2020	7/23/2020	004546	LEAF	10866073		95.52	95.52	4100-073010-3002-	-	-	
						95.52	95.52 *				
8/03/2020	2/03/2020	000367	LEBANON BLOCK &	351895	1	745.65	745.65	4100-094010-7054-	-	-	
8/03/2020	2/04/2020	000367	LEBANON BLOCK &	351921	1	206.66	206.66	4100-094010-7054-	-	-	
8/03/2020	2/04/2020	000367	LEBANON BLOCK &	352037	1	827.40	827.40	4100-094010-7054-	-	-	
8/03/2020	2/05/2020	000367	LEBANON BLOCK &	352224	1	6,045.20	6,045.20	4100-094010-7054-	-	-	
8/03/2020	2/10/2020	000367	LEBANON BLOCK &	352706	1	1,287.85	1,287.85	4100-094010-7054-	-	-	
8/03/2020	2/11/2020	000367	LEBANON BLOCK &	352925	1	1,026.65	1,026.65	4100-094010-7054-	-	-	
8/03/2020	2/12/2020	000367	LEBANON BLOCK &	352941	1	28.45	28.45	4100-094010-7054-	-	-	
8/03/2020	2/17/2020	000367	LEBANON BLOCK &	353685	1	1,740.14	1,740.14	4100-094010-7054-	-	-	
8/03/2020	2/18/2020	000367	LEBANON BLOCK &	353773	1	117.02	117.02	4100-094010-7054-	-	-	
8/03/2020	2/26/2020	000367	LEBANON BLOCK &	354736	1	27.18	27.18	4100-094010-7054-	-	-	
8/03/2020	2/29/2020	000367	LEBANON BLOCK &	355370	1	98.27	98.27	4100-094010-7054-	-	-	
8/03/2020	3/05/2020	000367	LEBANON BLOCK &	355986	1	64.34	64.34	4100-094010-7054-	-	-	
8/03/2020	3/16/2020	000367	LEBANON BLOCK &	357414	1	709.65	709.65	4100-094010-7054-	-	-	
8/03/2020	3/16/2020	000367	LEBANON BLOCK &	357415	1	60.12	60.12	4100-094010-7054-	-	-	
8/03/2020	3/16/2020	000367	LEBANON BLOCK &	357459	1	249.00	249.00	4100-094010-7054-	-	-	
8/03/2020	3/16/2020	000367	LEBANON BLOCK &	357919	1	946.20	946.20	4100-094010-7054-	-	-	
8/03/2020	3/19/2020	000367	LEBANON BLOCK &	358092	1	549.05	549.05	4100-094010-7054-	-	-	
8/03/2020	3/20/2020	000367	LEBANON BLOCK &	358173	1	129.50	129.50	4100-094010-7054-	-	-	
8/03/2020	3/24/2020	000367	LEBANON BLOCK &	358593	1	1,115.50	1,115.50	4100-094010-7054-	-	-	
8/03/2020	3/24/2020	000367	LEBANON BLOCK &	358670	1	200.22	200.22	4100-094010-7054-	-	-	
8/03/2020	3/24/2020	000367	LEBANON BLOCK &	358671	1	71.60	71.60	4100-094010-7054-	-	-	
8/03/2020	3/24/2020	000367	LEBANON BLOCK &	358711	1	32.08	32.08	4100-094010-7054-	-	-	
8/03/2020	3/25/2020	000367	LEBANON BLOCK &	358796	1	1,132.40	1,132.40	4100-094010-7054-	-	-	
8/03/2020	3/26/2020	000367	LEBANON BLOCK &	358980	1	169.00	169.00	4100-094010-7054-	-	-	
8/03/2020	3/27/2020	000367	LEBANON BLOCK &	359213	1	2,773.99	2,773.99	4100-094010-7054-	-	-	
8/03/2020	3/30/2020	000367	LEBANON BLOCK &	359424	1	709.65	709.65	4100-094010-7054-	-	-	
8/03/2020	3/31/2020	000367	LEBANON BLOCK &	359650	1	36.39	36.39	4100-094010-7054-	-	-	
8/03/2020	4/02/2020	000367	LEBANON BLOCK &	3601115	1	60.40	60.40	4100-094010-7054-	-	-	
8/03/2020	4/02/2020	000367	LEBANON BLOCK &	360278	1	454.38	454.38	4100-094010-7054-	-	-	
8/03/2020	4/08/2020	000367	LEBANON BLOCK &	361213	1	138.80	138.80	4100-094010-7054-	-	-	
8/03/2020	4/13/2020	000367	LEBANON BLOCK &	361916	1	16.52	16.52	4100-094010-7054-	-	-	
8/03/2020	4/13/2020	000367	LEBANON BLOCK &	361951	1	2.40	2.40	4100-094010-7054-	-	-	
8/03/2020	4/13/2020	000367	LEBANON BLOCK &	362010	1	827.40	827.40	4100-094010-7054-	-	-	
8/03/2020	4/14/2020	000367	LEBANON BLOCK &	362110	1	106.11	106.11	4100-094010-7054-	-	-	
8/03/2020	4/15/2020	000367	LEBANON BLOCK &	362329	1	49.99	49.99	4100-094010-7054-	-	-	
8/03/2020	5/01/2020	000367	LEBANON BLOCK &	365551	1	75.36	75.36	4100-094010-7054-	-	-	
8/03/2020	6/01/2020	000367	LEBANON BLOCK &	371361		10.14	10.14	4100-042400-5407-	-	-	
8/03/2020	6/02/2020	000367	LEBANON BLOCK &	371574		15.95	15.95	4100-043020-5407-	-	-	
8/03/2020	6/02/2020	000367	LEBANON BLOCK &	371646		2.30	2.30	4100-043020-5407-	-	-	
8/03/2020	6/02/2020	000367	LEBANON BLOCK &	371675		15.57	15.57	4100-043020-5407-	-	-	
8/03/2020	6/02/2020	000367	LEBANON BLOCK &	371687		115.45	115.45	4100-043020-5407-	-	-	
8/03/2020	6/02/2020	000367	LEBANON BLOCK &	371792		15.59	15.59	4100-043020-5407-	-	-	
8/03/2020	6/03/2020	000367	LEBANON BLOCK &	371965		42.59	42.59	4100-042400-5407-	-	-	

DUE DATE	INV.DATE	VENDOR		INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT			P.O.#
8/03/2020	6/04/2020	000367	LEBANON BLOCK &	372148		60.27	60.27	4100-042400-5407-	-	-	
8/03/2020	6/05/2020	000367	LEBANON BLOCK &	372395		28.95	28.95	4100-071040-5605-	-	-	
8/03/2020	6/08/2020	000367	LEBANON BLOCK &	372801		8.45	8.45	4100-071040-5605-	-	-	
8/03/2020	6/08/2020	000367	LEBANON BLOCK &	372818		8.99	8.99	4100-042400-5407-	-	-	
8/03/2020	6/08/2020	000367	LEBANON BLOCK &	372899		50.25	50.25	4100-042400-5407-	-	-	
8/03/2020	6/08/2020	000367	LEBANON BLOCK &	372913		2.40	2.40	4100-043020-5407-	-	-	
8/03/2020	6/09/2020	000367	LEBANON BLOCK &	373009		31.94	31.94	4100-042400-5407-	-	-	
8/03/2020	6/10/2020	000367	LEBANON BLOCK &	373277		5.90	5.90	4100-042400-5407-	-	-	
8/03/2020	6/10/2020	000367	LEBANON BLOCK &	373280		1.58	1.58	4100-071040-5605-	-	-	
8/03/2020	6/11/2020	000367	LEBANON BLOCK &	373585		13.54	13.54	4100-043020-5407-	-	-	
8/03/2020	6/15/2020	000367	LEBANON BLOCK &	374247		36.76	36.76	4100-042400-5407-	-	-	
8/03/2020	6/16/2020	000367	LEBANON BLOCK &	374399		37.88	37.88	4100-042400-5407-	-	-	
8/03/2020	6/22/2020	000367	LEBANON BLOCK &	375403		48.28	48.28	4100-042400-5407-	-	-	
8/03/2020	6/22/2022	000367	LEBANON BLOCK &	375433		11.74	11.74	4100-043020-5407-	-	-	
8/03/2020	6/22/2020	000367	LEBANON BLOCK &	375619	1	650.74-	650.74-	4100-094010-7054-	-	-	
8/03/2020	6/23/2020	000367	LEBANON BLOCK &	375718		5.55	5.55	4100-043020-5407-	-	-	
8/03/2020	6/23/2020	000367	LEBANON BLOCK &	375729		30.33	30.33	4100-042400-5407-	-	-	
8/03/2020	6/23/2020	000367	LEBANON BLOCK &	375808.		30.30-	30.30-	4100-071040-5605-	-	-	
8/03/2020	6/24/2020	000367	LEBANON BLOCK &	375894	1	1,039.84	1,039.84	4100-094010-7054-	-	-	
8/03/2020	6/30/2020	000367	LEBANON BLOCK &	376976		420.83	420.83	4100-042400-5407-	-	-	
8/03/2020	6/30/2020	000367	LEBANON BLOCK &	377000		14.98	14.98	4100-043020-5407-	-	-	
8/03/2020	6/30/2020	000367	LEBANON BLOCK &	377074	1	122.30	122.30	4100-094010-7054-	-	-	
8/03/2020	6/30/2020	000367	LEBANON BLOCK &	377236	1	156.39	156.39	4100-094010-7054-	-	-	
8/03/2020	6/30/2020	000367	LEBANON BLOCK &	377237	10	.50	.50	4100-073010-5413-	-	-	
8/03/2020	6/09/2020	000367	LEBANON BLOCK &	373169		17.66	17.66	4100-031020-5409-	-	-	
8/03/2020	6/16/2020	000367	LEBANON BLOCK &	374446		7.17	7.17	4100-031020-5409-	-	-	
8/03/2020	6/24/2020	000367	LEBANON BLOCK &	376033		15.44	15.44	4100-031020-5409-	-	-	
8/03/2020	6/03/2020	000367	LEBANON BLOCK &	377907		39.96	39.96	4100-031020-5409-	-	-	
8/03/2020	7/10/2020	000367	LEBANON BLOCK &	379025.		1,320.00	1,320.00	4100-031020-5401-	-	-	
						25,904.95	25,904.95 *				
8/03/2020	9/19/2019	004083	LESTER, LONZO	REIMB. MEALS		115.38	115.38	4100-011010-5504-	-	-	
						115.38	115.38 *				
8/03/2020	7/01/2020	004037	LIBRARY IDEAS	74345	10	1,641.00	1,641.00	4100-073010-5411-	-	-	
						1,641.00	1,641.00 *				
8/03/2020	7/15/2020	004145	MILLER, CYNTHIA	07152020		120.00	120.00	4100-072030-3009-	-	-	
						120.00	120.00 *				
8/03/2020	3/06/2020	003387	MOBILE COMMUNIC	444000243		37,375.22	37,375.22	4100-031020-7006-	-	-	
						37,375.22	37,375.22 *				
8/03/2020	5/07/2020	003399	MOODY SPRINKLER	76369		715.00	715.00	4100-043020-3009-	-	-	
						715.00	715.00 *				
8/03/2020	7/01/2020	003862	MY ALARM CENTER	125272299	10	621.60	621.60	4100-073010-3002-	-	-	
						621.60	621.60 *				
8/03/2020	6/23/2020	001284	NORTHERN SAFETY	904027001		926.80	926.80	4100-031020-5409-	-	-	
						926.80	926.80 *				
8/03/2020	4/23/2020	003123	O'REILLY AUTO P	1943-353868		10.00	10.00	4100-031020-5408-	-	-	
8/03/2020	5/12/2020	003123	O'REILLY AUTO P	1943-355262		59.87	59.87	4100-031020-5408-	-	-	
8/03/2020	5/19/2020	003123	O'REILLY AUTO P	1943-356758		13.47	13.47	4100-031020-5408-	-	-	
8/03/2020	5/22/2020	003123	O'REILLY AUTO P	1943-357149		56.98	56.98	4100-031020-5408-	-	-	
8/03/2020	5/24/2020	003123	O'REILLY AUTO P	1943-357603		144.79	144.79	4100-031020-5408-	-	-	
8/03/2020	5/26/2020	003123	O'REILLY AUTO P	1943-357920		39.99	39.99	4100-031020-5408-	-	-	
8/03/2020	6/04/2020	003123	O'REILLY AUTO P	1943-359588		7.99	7.99	4100-031020-5408-	-	-	
8/03/2020	6/05/2020	003123	O'REILLY AUTO P	1943-359864		26.93	26.93	4100-031020-5408-	-	-	
8/03/2020	6/29/2020	003123	O'REILLY AUTO P	1943-364020		81.68	81.68	4100-031020-5408-	-	-	
8/03/2020	7/16/2020	003123	O'REILLY AUTO P	1943-366712		20.52	20.52	4100-031020-5408-	-	-	
8/03/2020	6/01/2020	003123	O'REILLY AUTO P	1943-59042		4.99	4.99	4100-031020-5408-	-	-	
						467.21	467.21 *				

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8/03/2020	7/14/2020	000904	OLD DOMINION PO	07142020.		48.37	48.37	4100-071040-5101-	-	-	
						48.37	48.37 *				
8/03/2020	12/19/2019	002003	PUBLIC SAFETY C	74714		64.78	64.78	4100-031020-5408-	-	-	
						64.78	64.78 *				
8/03/2020	7/17/2020	003016	PURCHASE POWER	07172020		520.99	520.99	4100-021060-5201-	-	-	
						520.99	520.99 *				
8/03/2020	6/24/2020	000539	RECORDED BOOKS	PRO-FORMA 0720	10	688.23	688.23	4100-073010-5411-	-	-	
						688.23	688.23 *				
8/03/2020	7/09/2020	004581	RFC COMPANY	213-S100871987.		266.72	266.72	4100-043020-3004-	-	-	
						266.72	266.72 *				
8/03/2020	7/15/2020	004520	RICHLANDS FARM	07152020		95.69	95.69	4100-071040-5604-	-	-	
						95.69	95.69 *				
8/03/2020	7/17/2020	002812	RICOH AMERICAS	33743844		111.06	111.06	4100-013020-3005-	-	-	
8/03/2020	7/17/2020	002812	RICOH AMERICAS	33744039		159.44	159.44	4100-032050-3005-	-	-	
8/03/2020	7/17/2020	002812	RICOH AMERICAS	33744196		188.84	188.84	4100-031020-3005-	-	-	
8/03/2020	7/17/2020	002812	RICOH AMERICAS	33759081		184.90	184.90	4100-012130-3005-	-	-	
8/03/2020	7/21/2020	002812	RICOH AMERICAS	5059848129	10	40.33	40.33	4100-073010-3002-	-	-	
8/03/2020	7/17/2020	002812	RICOH AMERICAS	33743892		166.90	166.90	4100-022010-3005-	-	-	
8/03/2020	7/17/2020	002812	RICOH AMERICAS	33745180		84.03	84.03	4100-035010-5401-	-	-	
8/03/2020	7/17/2020	002812	RICOH AMERICAS	33745242		44.83	44.83	4100-022010-5415-	-	-	
8/03/2020	7/17/2020	002812	RICOH AMERICAS	33745452		184.90	184.90	4100-021020-3005-	-	-	
8/03/2020	7/17/2020	002812	RICOH AMERICAS	33745485		96.97	96.97	4100-034010-5401-	-	-	
8/03/2020	7/17/2020	002812	RICOH AMERICAS	33745607		253.60	253.60	4100-012010-3005-	-	-	
8/03/2020	7/17/2020	002812	RICOH AMERICAS	33745609		116.15	116.15	4100-032050-3005-	-	-	
						1,631.95	1,631.95 *				
8/03/2020	7/15/2020	004698	ROMANO, CANDICE	07152020		75.00	75.00	4100-072030-3009-	-	-	
						75.00	75.00 *				
8/03/2020	8/01/2020	000663	RUSSELL COUNTY	AUG-20		47,244.23	47,244.23	4100-095010-9130-	-	-	
8/03/2020	7/20/2020	000663	RUSSELL COUNTY	BOS063020-1		3,245.23	3,245.23	4100-095010-9130-	-	-	
8/03/2020	7/20/2020	000663	RUSSELL COUNTY	BOS06302020-2		3,462.48	3,462.48	4100-095010-9130-	-	-	
						53,951.94	53,951.94 *				
8/03/2020	8/03/2020	004632	RUSSELL COUNTY	08032020		4,206.76	4,206.76	4100-082010-8025-	-	-	
						4,206.76	4,206.76 *				
8/03/2020	7/09/2020	003455	SAFELITE AUTO G	01292-207451		65.50	65.50	4100-031020-5408-	-	-	
8/03/2020	7/09/2020	003455	SAFELITE AUTO G	01184-92373		59.95	59.95	4100-031020-5408-	-	-	
						125.45	125.45 *				
8/03/2020	7/23/2020	000594	SAM'S CLUB/GECR	07232020	1	58.72	58.72	4100-043020-5405-	-	-	
8/03/2020	7/23/2020	000594	SAM'S CLUB/GECR	07232020	1	43.44	43.44	4100-043020-5405-	-	-	
8/03/2020	7/23/2020	000594	SAM'S CLUB/GECR	07232020	1	48.94	48.94	4100-043020-5405-	-	-	
8/03/2020	7/23/2020	000594	SAM'S CLUB/GECR	07232020	1	14.98	14.98	4100-043020-5405-	-	-	
8/03/2020	7/23/2020	000594	SAM'S CLUB/GECR	07232020	1	49.96	49.96	4100-043020-5405-	-	-	
8/03/2020	7/23/2020	000594	SAM'S CLUB/GECR	07232020	1	16.98	16.98	4100-043020-5405-	-	-	
8/03/2020	7/23/2020	000594	SAM'S CLUB/GECR	07232020	1	499.74	499.74	4100-034010-5401-	-	-	
8/03/2020	7/23/2020	000594	SAM'S CLUB/GECR	07232020	1	107.82	107.82	4100-043020-5405-	-	-	
8/03/2020	7/23/2020	000594	SAM'S CLUB/GECR	07232020	1	173.26	173.26	4100-034010-5401-	-	-	
8/03/2020	7/23/2020	000594	SAM'S CLUB/GECR	07232020	1	44.88	44.88	4100-043020-5405-	-	-	
8/03/2020	7/23/2020	000594	SAM'S CLUB/GECR	07232020	1	28.98	28.98	4100-043020-5405-	-	-	
						1,087.70	1,087.70 *				
8/03/2020	7/01/2020	001941	SOUTHERN SOFTWA	246118		4,743.00	4,743.00	4100-032050-3005-	-	-	
						4,743.00	4,743.00 *				
8/03/2020	6/30/2020	002498	SOUTHWEST VIRGI	06302020		602,741.78	602,741.78	4100-033010-3009-	-	-	
						602,741.78	602,741.78 *				
8/03/2020	7/10/2020	004268	STANDARD PRINTI	073796		129.00	129.00	4100-021060-5401-	-	-	
8/03/2020	7/13/2020	004268	STANDARD PRINTI	73803		1,115.34	1,115.34	4100-031020-5409-	-	-	
						1,244.34	1,244.34 *				

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8/03/2020	8/03/2020	000366 THE LEBANON NEW	08032020		34.00	34.00	4100-011010-3007-	-	-	
8/03/2020	7/27/2020	000366 THE LEBANON NEW	07272020		34.00	34.00	4100-012130-5401-	-	-	
8/03/2020	6/10/2020	000366 THE LEBANON NEW	135237		184.80	184.80	4100-011010-3007-	-	-	
8/03/2020	6/10/2020	000366 THE LEBANON NEW	135238		46.20	46.20	4100-013010-3007-	-	-	
8/03/2020	6/17/2020	000366 THE LEBANON NEW	135285		46.20	46.20	4100-013010-3007-	-	-	
					345.20	345.20 *				
8/03/2020	6/15/2020	000384 THE LIBRARY COR	202090140	10	515.00	515.00	4100-073010-3002-	-	-	
					515.00	515.00 *				
8/03/2020	7/16/2020	001079 TREASURER OF VI	LV202004		197.94	197.94	4100-034010-5401-	-	-	
					197.94	197.94 *				
8/03/2020	6/04/2020	002133 TREASURER OF VI	06042020		40.00	40.00	4100-035030-3001-	-	-	
8/03/2020	7/01/2020	002133 TREASURER OF VI	07012020		40.00	40.00	4100-035030-3001-	-	-	
8/03/2020	7/09/2020	002133 TREASURER OF VI	07092020		20.00	20.00	4100-035030-3001-	-	-	
8/03/2020	7/23/2020	002133 TREASURER OF VI	07232020		20.00	20.00	4100-035030-3001-	-	-	
					120.00	120.00 *				
8/03/2020	6/28/2020	003850 TRICITIES/SWVA	06282020		163.60	163.60	4100-011010-3007-	-	-	
					163.60	163.60 *				
8/03/2020	6/23/2020	004678 ULTRA BRIGHT LI	106861		367.44	367.44	4100-031020-5408-	-	-	
8/03/2020	7/10/2020	004678 ULTRA BRIGHT LI	108516		399.98	399.98	4100-031020-5408-	-	-	
					767.42	767.42 *				
8/03/2020	7/01/2020	001959 VALECO	DUES		135.00	135.00	4100-012130-5801-	-	-	
					135.00	135.00 *				
8/03/2020	7/22/2020	000082 VERIZON	07222020		51.64	51.64	4100-071040-5101-	-	-	
					51.64	51.64 *				
8/03/2020	7/12/2020	003229 VERIZON WIRELES	9858563023		3,531.27	3,531.27	4100-031020-5203-	-	-	
					3,531.27	3,531.27 *				
8/03/2020	7/07/2020	003115 VIRGINIA ELECTR	3014128-IN		472.56	472.56	4100-071040-5407-	-	-	
					472.56	472.56 *				
8/03/2020	7/15/2020	001834 WALLACE MARY F	07152020		60.00	60.00	4100-072030-3009-	-	-	
					60.00	60.00 *				
8/03/2020	7/15/2020	003510 WAYNE MUSICK	6536		449.00	449.00	4100-043020-5408-	-	-	
					449.00	449.00 *				
8/03/2020	7/21/2020	004278 WELLS FARGO VEN	103929931		171.40	171.40	4100-012100-3005-	-	-	
8/03/2020	7/24/2020	004278 WELLS FARGO VEN	103940429		158.05	158.05	4100-031020-3005-	-	-	
					329.45	329.45 *				
8/03/2020	7/08/2020	001448 WILLIAMS RANDY	REIMB. MILEAGE		225.00	225.00	4100-012090-5401-	-	-	
					225.00	225.00 *				
8/03/2020	6/06/2020	000219 XPRESS LUBE	06022020		63.89	63.89	4100-031020-5408-	-	-	
8/03/2020	6/06/2020	000219 XPRESS LUBE	06022020		63.89	63.89	4100-031020-5408-	-	-	
8/03/2020	6/06/2020	000219 XPRESS LUBE	06022020		71.09	71.09	4100-031020-5408-	-	-	
8/03/2020	6/06/2020	000219 XPRESS LUBE	06022020		71.09	71.09	4100-031020-5408-	-	-	
					269.96	269.96 *				
		TOTAL FOR DUE DATE 8/03/2020			874,964.73	874,964.73				
		TOTAL DUE FOR FUND- 4100			874,964.73	874,964.73				

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8/03/2020	7/23/2020	003866 INNOVATIVE TECH	2437		150.00	150.00	4208-043020-5413-	-	-	
					150.00	150.00 *				
8/03/2020	6/04/2020	000367 LEBANON BLOCK &	372107		39.00	39.00	4208-043020-5413-	-	-	
8/03/2020	6/04/2020	000367 LEBANON BLOCK &	372233		64.95	64.95	4208-043020-5413-	-	-	
8/03/2020	6/23/2020	000367 LEBANON BLOCK &	375787		10.50	10.50	4208-043020-5413-	-	-	
					114.45	114.45 *				
8/03/2020	8/03/2020	003114 SECOND HARVEST	APPROP. 2020		2,500.00	2,500.00	4208-043020-5413-	-	-	
					2,500.00	2,500.00 *				
		TOTAL FOR DUE DATE 8/03/2020			2,764.45	2,764.45				
		TOTAL DUE FOR FUND- 4208			2,764.45	2,764.45				

DUE DATE	INV.DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT			P.O.#
8/03/2020	6/30/2020	000198 DOMINION OFFICE	122039		27.10	27.10	4839-083990-5407-	-	-	
					27.10	27.10 *				
8/03/2020	6/24/2020	000367 LEBANON BLOCK &	375870		30.88	30.88	4839-083990-5407-	-	-	
8/03/2020	6/30/2020	000367 LEBANON BLOCK &	376948		81.78	81.78	4839-083990-5407-	-	-	
					112.66	112.66 *				
8/03/2020	6/26/2020	003374 MCMASTER-CARR S	41643004		92.37	92.37	4839-083990-5407-	-	-	
8/03/2020	7/06/2020	003374 MCMASTER-CARR S	41988206		581.49	581.49	4839-083990-5407-	-	-	
					673.86	673.86 *				
8/03/2020	6/30/2020	004571 R.E. MICHEL COM	63407000		36.99	36.99	4839-083990-5407-	-	-	
					36.99	36.99 *				
8/03/2020	6/30/2020	004581 RFC COMPANY	213-S1008868956		20.41	20.41	4839-083990-5407-	-	-	
					20.41	20.41 *				
8/03/2020	7/23/2020	000594 SAM'S CLUB/GECR	07232020	1	29.96	29.96	4839-083990-5405-	-	-	
8/03/2020	7/23/2020	000594 SAM'S CLUB/GECR	07232020	1	49.97	49.97	4839-083990-5405-	-	-	
					79.93	79.93 *				
8/03/2020	7/02/2020	004708 STEVENS, MICHAE	07022020		250.00	250.00	4839-083990-5407-	-	-	
					250.00	250.00 *				
8/03/2020	7/02/2020	003115 VIRGINIA ELECTR	3013905-IN		60.00	60.00	4839-083990-5407-	-	-	
					60.00	60.00 *				

TOTAL FOR DUE DATE 8/03/2020	1,260.95	1,260.95
TOTAL DUE FOR FUND- 4839	1,260.95	1,260.95
NON-DIRECT DEPOSIT	878,990.13	878,990.13
DIRECT DEPOSIT	.00	.00
E-Payable Total	.00	.00
FINAL DUE	878,990.13	878,990.13

.00

Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Meeting: 8/3/20 6:00 PM

Action Item
Presenter: Chairperson

Board Appointments

Committee Appointments for Board Consideration.

RC Industrial Development Authority

David Mullins	**Four-Year Term**	**August 1, 2020**

Community Policy Management Team

Patrick Brunty	**Three-Year Term**	**August 7, 2020**
Joni Lester	**Three-Year Term**	**August 7, 2020**

SWVA Community Correctional Criminal Justice Board

Doug Howard	**Two-Year Term**	**June 2020**

Staff Recommendation:

Board Discretion.

Board Appointments for 2020

Name	Term	Term Ending	Phone Number
Industrial Development Authority			
David Mullins	Four Years	August 1, 2020	
Name	**Term**	**Term Ending**	**Phone Number**
Community Policy Management Team			
Patrick Brunty	Three Years	August 7, 2020	
Joni Lester	Three Years	August 7, 2020	
Name	**Term**	**Term Ending**	**Phone Number**
Heart of Appalachia			
Heather Powers	Two Years	September 10, 2020	
Angie Carpenter	Two Years	September 10, 2020	
Name	**Term**	**Term Ending**	**Phone Number**
Highway and Safety Commission			
Tim Lovelace	Two Years	October 1, 2020	
Name	**Term**	**Term Ending**	**Phone Number**
Industrial Development Authority			
Jarred Glass	Four Years	October 3, 2020	
Name	**Term**	**Term Ending**	**Phone Number**
Coal Hauling Road Commision			
Tim Lovelace	Four Years	November 7, 2020	
Name	**Term**	**Term Ending**	**Phone Number**
Drill Community Center			
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	

COUNTY OF RUSSELL, VIRGINIA

COMMITTEE APPLICATION

RECEIVED
JUN - 1 2020

OFFICE USE ONLY:

Date Received: _____

Letter Sent: _____

Currently Serving On: Cumberland Plateau

NAME: Blankenship (Last) Ron (First) _____ (Middle Initial) Mr. (Mr., Mrs., Miss, Rank)

HOME ADDRESS: P. O. Box 61

Lebanon VA 24266

Ron.Blankenship@UAFB.com (Email Address)

TELEPHONE NUMBERS: 276. 889. 1459 (Home) 276 889. 1119 (Business) _____ (FAX)

PROFESSION/VOCATION: Insurance Saler

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: Cumberland Plateau

(List no more than 3 -- in order of preference :) IDA

OTHER INTERESTS: Agriculture

IDA

EDUCATION:

JOB EXPERIENCE:

CIVIC OR SERVICE ORGANIZATION EXPERIENCE:

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: 3

COUNTY OF RUSSELL, VIRGINIA

COMMITTEE APPLICATION

OFFICE USE ONLY:

Date Received: JUL 13 2020

Letter Sent:

Currently Serving On:

NAME: MITCHELL (Last) MARK (First) A (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 206 WOODLAND DR
LEBANON VA

mark.mitchell@russellcountyva.us (Email Address)

TELEPHONE NUMBERS: (276) 608 0619 (Home) (276) 880-4431 (Business) (FAX)

PROFESSION/VOCATION: CAPTAIN RUSSELL CO SHERIFF'S OFFICE

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: IDA

(List no more than 3 -- in order of preference :)

OTHER INTERESTS:

EDUCATION: B.S. CRIMINAL JUSTICE BLUEFIELD COLLEGE, AAS ENGR. TECH SWCC WHIRLPOOL EXECUTIVE LEADERSHIP, LEADERSHIP CERTIFICATE MECC

JOB EXPERIENCE: MANAGER MITCHELL'S INC., DEPUTY RCSO, CHIEF LEBANON PD, TOWN MANAGER, CAPT RCSO

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: PLANNING COMMISSION, LEBANON LODGE #251 AF; AM LIFE MEMBER LLSC

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

IF YES, PLEASE NAME: ✓

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? BOS

IF YES, PLEASE NAME: ✓

ARE YOU A REGISTERED VOTER? YES DISTRICT NUMBER:

Loretta Vance

From: noreply@civicplus.com
Sent: Friday, July 17, 2020 9:39 PM
To: kaylin.ervin@russellcountyva.us; loretta.vance@russellcountyva.us
Subject: Online Form Submittal: Board and Committee Application

Board and Committee Application

Name	Nathan Kiser
Email Address	Nathan.kiser84@gmail.com
Address	918 Green Valley Rd
City	Lebanon
State	Virginia
Zip Code	24266
Phone Number	8043177869
Fax Number	*Field not completed.*
Board/Committee on Which You Wish to Serve	IDA
Other Interests	*Field not completed.*
Education	Graduated with Honors from Lebanon High 2002 B.A. In History from UVA at Wise 2006
Job Experience	15 Years of Construction and Building Materials Experience 14 Years of Sales Experience (8 years In Home Sales)
Civic or Service Organization Experience	Boy Scouts of America Life Scout Russell County Republican Party Chairman for 5 years
Are you currently a member of a Russell County Board or Committee?	No
If YES, please name:	*Field not completed.*
Have you previously served as a member of a Russell County Board or Committee?	No

RUSSELL COUNTY BOARD OF SUPERVISORS

BOARD / COMMITTEE APPLICATION

RECEIVED JUL 24 2020

DATE OF APPLICATION: July 24, 2020

(Please print or type in black ink)

NAME: JOHN M STAMPER (BOO) stamperwreckerservice@gmail
(First) (Last) (Email Address)

MAILING ADDRESS: 11703 US HWY 19 LEBANON VA 24266

E911 ADDRESS: 811 SETTLE LANE ROSEDALE VA 24280

TELEPHONE NUMBERS: 276-880-2087 (Home) 276-889-5070 (Business) 276-701-6809 (Cell)

PROFESSION/VOCATION: OWNER/PRESIDENT -- STAMPER WRECKER,STAMPER AUTO, TIN ROOF ENT

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: IDA

(List no more than 3 -- in order of preference :)

OTHER INTERESTS:

EDUCATION: LEBANON HIGH SCHOOL

JOB EXPERIENCE: Owner / Operator of Stamper Wrecker Service run roll backs and large wreckers. Operator of Stamper Auto Sales-- selling used cars and buying used cars Owner of Tractor Trailer trucks and a driver of the trucks as needed. Jerroleens Shed Store Antiques

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: RUSSELL COUNTY FAIR BOARD OF DIRCTORS 20 YEARS

LEBANON LITTLE LEAGUE, PLEASANT HILL BAPTIST CHURCH BOARD MEMBER

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? NO

IF YES, PLEASE NAME:

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? NO

IF YES, PLEASE NAME:

RUSSELL COUNTY BOARD OF SUPERVISORS

BOARD / COMMITTEE APPLICATION

RECEIVED NOV 19 2019

DATE OF APPLICATION: 11-20-2019

(Please print or type in black ink)

NAME: HARRY (First) FERGUSON (Last) HGFERG2016@OUTLOOK.COM (Email Address)

MAILING ADDRESS: 8325 GREEN VALLEY RD

E911 ADDRESS: LEBANON VA - 24266

TELEPHONE NUMBERS: 276-889-5167 (Home) _____ (Business) 276-701-7719 (Cell)

PROFESSION/VOCATION:

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: IDA

(List no more than 3 -- in order of preference :)

OTHER INTERESTS:

EDUCATION: BUSINESS DEGREE SVCC Serveral Real Estate Classes + licenses
VA. Real Estate assessor -

JOB EXPERIENCE: Mining Equipment 22YRS - Tax Assessor 16YRS
Owner of Real Estate - Business 6YRS - Rental Business - Farming
HUD INSPECTOR - SOIL EROSINON INSPECTOR

CIVIC OR SERVICE ORGANIZATION EXPERIENCE:

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? YES

IF YES, PLEASE NAME: PLANNING COMMISION 16YRS off Dec 2019

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? YES

IF YES, PLEASE NAME: RUSSELL CO Social Service 11YRS off July 2015
Russell County Board of Supervisors 1½YRS
off Dec. 2019

Southwest Virginia

Darin P. Russell, Director
Post Office Box 2725
Lebanon, VA 24266

Tel. : (276) 889-5862
Fax: (276) 889-5864

Community Corrections

July 2, 2020

Mr. Lonzo Lester
Russell County Administrator
PO Box 1208
Lebanon, VA 24266

Dear Mr. Lester:

I understand that Doug Howard's appointment to the Southwest Virginia Community Corrections Criminal Justice Board is set to expire. I respectfully request that Mr. Howard be reappointed to represent Russell County. Please set this matter for your next Board of Supervisors Meeting

Thank you for your consideration of this matter.

Sincerely,

Darin P. Russell
Director

County Attorney Reports

1. **RC PSA Consolidation, Financial, & Support Agreements……B-1**
2. **RC PSA Glade Hollow Water Project……...B-2**
3. **RC IDA Tobacco Commission Grant……...B-3**
4. **Continuity of Government Operations……B-4**
5. **Personnel Policy……B-5**
6. **RC Courthouse Design-Build RFP……B-6**
7. **Courthouse Security Ordinance Public Hearing……..B-7**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Motion Required.

ATTACHMENTS:

- Various

From:	Carter R. Brothers
To:	Katie Patton; Rhonda Lester; Hughes, Darlene - RD, Richmond, VA; Megan Martz Gilliland (mmgilliland@kaufcan.com); Shawn B. Crumlish
Cc:	Rita Baker; lonzo.lester@russellcountyva.us; Andrea Pearson; Hilt, Robert - RD, Lebanon, VA
Subject:	Draft Resolutions for consolidation project and Glade Hollow/Glade Hill [STB-WORKSITE.FID913284]
Date:	Wednesday, July 15, 2020 6:06:56 PM
Attachments:	Authorizing Resolution (Castlewood facilities bond assumption).DOC RCPSA_C-515284-02_Pmt Schedule.PDF Russell County PSA - Wastewater Financing Assumption Agreement (6 27 20).DOC Authorizing Resolution (drinking water master financing agreement).DOC RCPSA__WSL-RC-02 Pmt Schedule.PDF RCPSA_WSL-RC-01 0%.PDF Russell County PSA Drinking Water Master Financing Agreement (all existing drinking water loans 6 27 20).DOC Authorizing Resolution (Glade Hollow_Glade Hill project).DOC Russell County PSA_Drinking Water Financing Agreement (WSL-020-18)_1....DOC

Everyone,

I have attached:

1. Draft authorizing resolution for the assumption of The Castlewood WSA's bond financed by VRA, as Administrator of the Water Facilities Revolving Fund and to authorize new bond for remaining principal amount under the Financing Assumption Agreement
2. Current repayment schedule for this new VRA bond
3. Current version of the Financing Assumption Agreement
4. Draft authorizing resolution for the assumption of the remaining Castlewood WSA bonds (RD and VRA) and County bonds (RD and VRA) and the restatement of the existing PSA VRA bonds (two new bonds will be issued replacing the VRA (Water Supply) bonds under the Master Financing Agreement; the RD bonds will just be assumed--Darlene, let me know what else might be required.
5. Current repayment schedules for the two new VRA bonds under the Master Financing Agreement.
6. Current version of the Master Financing Agreement
7. Draft authorizing resolution for the Glade Hollow/Glade Hill project
8. Current version of the Glade Hollow financing agreement

Megan and I have worked up the authorizing resolutions so that the consolidation pieces in theory happen immediately before the new Glade Hollow\Glade Hill financing closes. When the dust settles, the outstanding obligations of the PSA will be the 3 County RD bonds now assumed by the PSA, the 3 Castlewood RD bonds now assumed by the PSA, the three "new" consolidation bonds, and the Glade Hollow/Glade Hill bond.

I hope to circulate draft opinions tomorrow.

Timing is getting tight if the PSA wants to adopt the resolutions at its Tuesday, July 21st meeting so please get me comments as quickly as you can.

Thanks,
Carter

Carter R. Brothers
Spilman Thomas & Battle, PLLC
Member

O 540.512.1805
M 540.556.9857
cbrothers@spilmanlaw.com

From: Carter R. Brothers <CBrothers@spilmanlaw.com>
Sent: Tuesday, June 30, 2020 3:21 PM
To: Katie Patton <kpatton@chafinlaw.com>; lonzo.lester@russellcountyva.us
Cc: Rhonda Lester <rcpsa@bvu.net>; Rita Baker <rbaker@t-l.com>
Subject: Meeting materials for BOS July 6th meeting: authorizing resolutions and financing agreements [STB-WORKSITE.FID913284]

Katie,

Here are the resolutions that need to be approved by the County in order to authorize the new support agreements for the consolidated bonds and the new Glade Hill bond. I've also attached the current version of the three financing agreements related to the project, each of which has the support agreement as an exhibit.

Summary:

1. For the consolidation project, VRA intends to replace all of the existing VRA debt owed by Castlewood WSA, the County, and the PSA with three new bonds.
    a. Two of the bonds will be consolidations of the outstanding debt owed to VRA on the drinking water side, set up as one bond with 0% interest and one bond with cost of funds at 2.25%. These bonds will be issued pursuant to the attached "Master Financing Agreement, which requires the County to sign the support agreement found as Exhibit K.
    b. The third consolidation bond will replace the Castlewood WSA's existing wastewater bond. This new bond will be issued pursuant to the Wastewater Financing Assumption Agreement, which requires the County's signature to the support agreement found at Exhibit I.
    c. The resolution authorizing the County to sign the support agreements for the consolidation project is attached as "BOS Resolution authorizing Support Agreements for consolidation project."
2. The Glade Hill/Glade Hollow bond will be issued pursuant to the Drinking Water Financing Agreement (WSL-020-18), which requires the County's signature to the support agreement found at Exhibit H.
    a. The resolution authorizing the County to sign the support agreement for the Glade Hill/Glade Hollow bond is attached as "BOS Resolution authorizing Support Agreement for new money."

Please let me know if these resolutions can be added to the BOS agenda for July 6th. I apologize for the late notice. If these resolution are considered, the clerk will need to complete the vote/attendance certificate on the last page of each resolution. The Financing Agreements (and the Support Agreements attached as exhibits) do not get signed on the 6th but should be provided to the BOS at the meeting to review; once closing is scheduled, I will circulate closing instructions to all involved.

Thanks,
Carter

Carter R. Brothers
Spilman Thomas & Battle, PLLC
Member
O 540.512.1805
M 540.556.9857
cbrothers@spilmanlaw.com

From: Gilliland, Megan M. <mmgilliland@kaufcan.com>
Sent: Tuesday, June 30, 2020 2:21 PM
To: Carter R. Brothers <CBrothers@spilmanlaw.com>
Subject: Russell PSA financing agreements

Here are latest circulated versions.

Megan Martz Gilliland
Kaufman & Canoles, P.C.
Two James Center
1021 East Cary Street, Suite 1400
Richmond, VA 23219-4058
T (804) 771.5742
F (888) 360.9092
mmgilliland@kaufcan.com
www.kaufCAN.com

VRA Virginia Resources Authority

Borrower: **Russell County Public Service Authority**
Loan Number: **WSL-RC-02**
Loan Amount: **$ 5,901,097.65**
Cost of Funds: **2.25%**
Principal Payments: **54**

Interest: 0.75%
Admin. Fee: 1.50%
Late Fee: 5.00%

PMT. #	DATE DUE	LOAN BALANCE AT START OF PERIOD	PAYMENT DUE	COST OF FUNDS	PRINCIPAL PORTION	LOAN BALANCE AT END OF PERIOD
1	1/1/2021	$ 5,901,097.65	$ 279,721.77	$ 66,387.35	$ 213,334.42	$ 5,687,763.23
2	7/1/2021	5,687,763.23	222,367.68	63,987.34	158,380.34	5,529,382.89
3	1/1/2022	5,529,382.89	220,585.90	62,205.56	158,380.34	5,371,002.55
4	7/1/2022	5,371,002.55	222,314.51	60,423.78	161,890.73	5,209,111.83
5	1/1/2023	5,209,111.83	220,493.24	58,602.51	161,890.73	5,047,221.10
6	7/1/2023	5,047,221.10	222,261.88	56,781.24	165,480.64	4,881,740.46
7	1/1/2024	4,881,740.46	220,400.22	54,919.58	165,480.64	4,716,259.82
8	7/1/2024	4,716,259.82	222,209.88	53,057.92	169,151.96	4,547,107.87
9	1/1/2025	4,547,107.87	220,306.92	51,154.96	169,151.96	4,377,955.91
10	7/1/2025	4,377,955.91	222,158.64	49,252.00	172,906.64	4,205,049.27
11	1/1/2026	4,205,049.27	220,213.44	47,306.80	172,906.64	4,032,142.63
12	7/1/2026	4,032,142.63	218,685.01	45,361.60	173,323.41	3,858,819.22
13	1/1/2027	3,858,819.22	216,735.13	43,411.72	173,323.41	3,685,495.81
14	7/1/2027	3,685,495.81	209,654.36	41,461.83	168,192.53	3,517,303.28
15	1/1/2028	3,517,303.28	207,762.19	39,569.66	168,192.53	3,349,110.75
16	7/1/2028	3,349,110.75	200,488.14	37,677.50	162,810.64	3,186,300.11
17	1/1/2029	3,186,300.11	198,656.52	35,845.88	162,810.64	3,023,489.47
18	7/1/2029	3,023,489.47	200,363.97	34,014.26	166,349.71	2,857,139.77
19	1/1/2030	2,857,139.77	198,492.53	32,142.82	166,349.71	2,690,790.06
20	7/1/2030	2,690,790.06	200,238.81	30,271.39	169,967.42	2,520,822.65
21	1/1/2031	2,520,822.65	198,326.67	28,359.25	169,967.42	2,350,855.23
22	7/1/2031	2,350,855.23	192,906.27	26,447.12	166,459.15	2,184,396.09
23	1/1/2032	2,184,396.09	191,033.61	24,574.46	166,459.15	2,017,936.94
24	7/1/2032	2,017,936.94	181,959.64	22,701.79	159,257.85	1,858,679.10
25	1/1/2033	1,858,679.10	180,167.99	20,910.14	159,257.85	1,699,421.25
26	7/1/2033	1,699,421.25	181,452.75	19,118.49	162,334.26	1,537,086.99
27	1/1/2034	1,537,086.99	179,626.49	17,292.23	162,334.26	1,374,752.73
28	7/1/2034	1,374,752.73	126,363.57	15,465.97	110,897.60	1,263,855.14
29	1/1/2035	1,263,855.14	125,115.97	14,218.37	110,897.60	1,152,957.54
30	7/1/2035	1,152,957.54	70,856.08	12,970.77	57,885.31	1,095,072.24
31	1/1/2036	1,095,072.24	70,204.87	12,319.56	57,885.31	1,037,186.93
32	7/1/2036	1,037,186.93	71,019.55	11,668.35	59,351.20	977,835.74
33	1/1/2037	977,835.74	70,351.85	11,000.65	59,351.20	918,484.54
34	7/1/2037	918,484.54	71,188.03	10,332.95	60,855.08	857,629.47
35	1/1/2038	857,629.47	70,503.41	9,648.33	60,855.08	796,774.39
36	7/1/2038	796,774.39	71,361.90	8,963.71	62,398.19	734,376.21
37	1/1/2039	734,376.21	70,659.92	8,261.73	62,398.19	671,978.02
38	7/1/2039	671,978.02	65,194.20	7,559.75	57,634.45	614,343.58
39	1/1/2040	614,343.58	64,545.82	6,911.37	57,634.45	556,709.13
40	7/1/2040	556,709.13	57,257.59	6,262.98	50,994.61	505,714.52
41	1/1/2041	505,714.52	56,683.90	5,689.29	50,994.61	454,719.91
42	7/1/2041	454,719.91	50,598.32	5,115.60	45,482.72	409,237.19
43	1/1/2042	409,237.19	49,181.44	4,603.92	44,577.52	364,659.67
44	7/1/2042	364,659.67	47,499.18	4,102.42	43,396.76	321,262.91
45	1/1/2043	321,262.91	46,991.47	3,614.21	43,377.26	277,885.65
46	7/1/2043	277,885.65	47,616.65	3,126.21	44,490.44	233,395.21
47	1/1/2044	233,395.21	47,096.22	2,625.70	44,470.52	188,924.69
48	7/1/2044	188,924.69	36,512.79	2,125.40	34,387.39	154,537.30
49	1/1/2045	154,537.30	36,105.59	1,738.54	34,367.05	120,170.25
50	7/1/2045	120,170.25	28,735.67	1,351.92	27,383.75	92,786.51
51	1/1/2046	92,786.51	30,250.33	1,043.85	29,206.48	63,580.03
52	7/1/2046	63,580.03	25,794.40	715.28	25,079.12	38,500.92
53	1/1/2047	38,500.92	25,512.26	433.14	25,079.12	13,421.80
54	7/1/2047	13,421.80	13,572.80	151.00	13,421.80	-
			$7,196,357.80	**$1,295,260.15**	**$5,901,097.65**	

VRA Virginia Resources Authority

Locality: **Russell County Public Service Authority**
Project Number: **WSL-RC-01**
Loan Amount: **$ 6,157,089.73**
Cost of Funds: **0.00%**
Principal Payments: **42**

Interest: 0.00%
Admin. Fee: 0.00%
Late Fee: 5.00%

PMT. #	DATE DUE	LOAN BALANCE AT START OF PERIOD	PAYMENT DUE	COST OF FUNDS	PRINCIPAL PORTION	LOAN BALANCE AT END OF PERIOD
1	10/1/2020	$ 6,157,089.73	$ 16,920.20	$ -	$ 16,920.20	$ 6,140,169.53
2	4/1/2021	6,140,169.53	42,500.00	-	42,500.00	6,097,669.53
3	10/1/2021	6,097,669.53	42,500.00	-	42,500.00	6,055,169.53
4	4/1/2022	6,055,169.53	42,500.00	-	42,500.00	6,012,669.53
5	10/1/2022	6,012,669.53	42,500.00	-	42,500.00	5,970,169.53
6	4/1/2023	5,970,169.53	42,500.00	-	42,500.00	5,927,669.53
7	10/1/2023	5,927,669.53	165,000.00	-	165,000.00	5,762,669.53
8	4/1/2024	5,762,669.53	165,000.00	-	165,000.00	5,597,669.53
9	10/1/2024	5,597,669.53	165,000.00	-	165,000.00	5,432,669.53
10	4/1/2025	5,432,669.53	165,000.00	-	165,000.00	5,267,669.53
11	10/1/2025	5,267,669.53	165,000.00	-	165,000.00	5,102,669.53
12	4/1/2026	5,102,669.53	165,000.00	-	165,000.00	4,937,669.53
13	10/1/2026	4,937,669.53	165,000.00	-	165,000.00	4,772,669.53
14	4/1/2027	4,772,669.53	165,000.00	-	165,000.00	4,607,669.53
15	10/1/2027	4,607,669.53	165,000.00	-	165,000.00	4,442,669.53
16	4/1/2028	4,442,669.53	165,000.00	-	165,000.00	4,277,669.53
17	10/1/2028	4,277,669.53	165,000.00	-	165,000.00	4,112,669.53
18	4/1/2029	4,112,669.53	165,000.00	-	165,000.00	3,947,669.53
19	10/1/2029	3,947,669.53	165,000.00	-	165,000.00	3,782,669.53
20	4/1/2030	3,782,669.53	165,000.00	-	165,000.00	3,617,669.53
21	10/1/2030	3,617,669.53	165,000.00	-	165,000.00	3,452,669.53
22	4/1/2031	3,452,669.53	165,000.00	-	165,000.00	3,287,669.53
23	10/1/2031	3,287,669.53	165,000.00	-	165,000.00	3,122,669.53
24	4/1/2032	3,122,669.53	165,000.00	-	165,000.00	2,957,669.53
25	10/1/2032	2,957,669.53	165,000.00	-	165,000.00	2,792,669.53
26	4/1/2033	2,792,669.53	165,000.00	-	165,000.00	2,627,669.53
27	10/1/2033	2,627,669.53	165,000.00	-	165,000.00	2,462,669.53
28	4/1/2034	2,462,669.53	165,000.00	-	165,000.00	2,297,669.53
29	10/1/2034	2,297,669.53	165,000.00	-	165,000.00	2,132,669.53
30	4/1/2035	2,132,669.53	165,000.00	-	165,000.00	1,967,669.53
31	10/1/2035	1,967,669.53	165,000.00	-	165,000.00	1,802,669.53
32	4/1/2036	1,802,669.53	165,000.00	-	165,000.00	1,637,669.53
33	10/1/2036	1,637,669.53	165,000.00	-	165,000.00	1,472,669.53
34	4/1/2037	1,472,669.53	165,000.00	-	165,000.00	1,307,669.53
35	10/1/2037	1,307,669.53	165,000.00	-	165,000.00	1,142,669.53
36	4/1/2038	1,142,669.53	165,000.00	-	165,000.00	977,669.53
37	10/1/2038	977,669.53	165,000.00	-	165,000.00	812,669.53
38	4/1/2039	812,669.53	165,000.00	-	165,000.00	647,669.53
39	10/1/2039	647,669.53	165,000.00	-	165,000.00	482,669.53
40	4/1/2040	482,669.53	165,000.00	-	165,000.00	317,669.53
41	10/1/2040	317,669.53	165,000.00	-	165,000.00	152,669.53
42	4/1/2041	152,669.53	152,669.53	-	152,669.53	-
			$ 6,157,089.73		**$6,157,089.73**	

VRA Virginia Resources Authority

Borrower: **Russell County Public Service Authority**
Loan Number: **C-515284-02**
Loan Amount: **$ 23,173.29**
Interest **3.00%**
Principal Payments: **5**

Interest: 0.00%
Late Fee: 5.00%

PMT. #	DATE DUE	LOAN BALANCE AT START OF PERIOD	PAYMENT DUE	COST OF FUNDS PORTION	PRINCIPAL PORTION	LOAN BALANCE AT END OF PERIOD
1	11/1/2020	$ 23,173.29	$ 4,845.29	$ 347.60	$ 4,497.69	$ 18,675.60
2	5/1/2021	18,675.60	$ 4,845.29	$ 280.13	$ 4,565.16	14,110.44
3	11/1/2021	14,110.44	4,845.29	211.66	4,633.63	9,476.81
4	5/1/2022	9,476.81	4,845.29	142.15	4,703.14	4,773.67
5	11/1/2022	4,773.67	4,845.28	71.61	4,773.67	-
			$ 24,226.44	**$ 1,053.15**	**$ 23,173.29**	

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER AND SEWER REVENUE BONDS OF THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY IN AN AMOUNT NOT TO EXCEED $12,058,187.38 AND PROVIDING FOR THE FORM, DETAILS, AND PAYMENT OF THE BOND, AND AUTHORIZING RELATED ACTIONS

The Russell County Public Service Authority (the "Authority") is a public body politic and corporate and a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Water and Waste Authorities Act by the Board of Supervisors of Russell County, Virginia (the "Board of Supervisors").

The Authority is authorized to acquire, construct, operate and maintain a water and sewer system in certain areas of Russell County (the "County") and to borrow money and to issue its revenue bonds to pay all or part of the cost of such system.

The Authority has determined it necessary and expedient to authorize the assumption of certain bonds of the Castlewood Water and Sewage Authority previously issued and sold to the United States of America, acting through Rural Utilities Service, United States Department of Agriculture (the "Government") and to the Virginia Services Authority (the "VRA"), as Administrator of the Virginia Water Supply Revolving Fund (the "Fund"), in consideration of the Castlewood Water and Sewage Authority's transfer and conveyance to the Authority of the facilities financed by such bonds.

The Authority has determined it necessary and expedient to authorize the assumption of certain bonds of the County previously issued and sold to the Government and to the VRA, as Administrator of the Fund, in consideration of the County's transfer and conveyance to the Authority of the facilities financed by such bonds.

The Authority, as part of the assumption of these bonds of the Castlewood Water and Sewage Authority and the County, has requested that the loans to the Authority from the VRA, as Administrator of the Fund, be amended and restated.

The VRA, as Administrator of the Fund, has agreed to the assumption by the Authority of the County's bonds sold to VRA and the Castlewood Water and Sewage Authority's bonds sold to VRA and to the amendments and restatements of its loans to the Authority upon the issuance of new revenue bonds of the Authority and to purchase these revenue bonds upon certain terms and conditions, and the Authority, after mature consideration of the condition of the municipal bond market and other methods of selling its bonds, has determined to satisfy such terms and conditions and award the bonds to the VRA.

The Government has agreed to the assumption by the Authority of the County's bonds sold to the Government and the Castlewood Water and Sewage Authority's bonds sold to the Government upon certain terms and conditions set forth in the Government's letter dated July ___, 2020.

BE IT RESOLVED BY THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY:

ARTICLE I

Definitions

Section 1.1. Definitions. Whenever used in this resolution, unless a different meaning clearly appears from the context:

"Act" means the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended).

"Authority" means The Russell County Public Service Authority, a public body politic and corporate of the Commonwealth of Virginia duly created pursuant to the Act by the Board of Supervisors of Russell County, Virginia, and by a certificate of incorporation issued by the State Corporation Commission of Virginia on April 4, 1986, as amended.

"Authority VRA Bonds" means, collectively, the bonds and any allonges thereto issued by the Authority to the VRA, as Administrator of the Fund, that are described in Exhibit F of the Master Financing Agreement.

"Authority Financing Agreements" means, collectively, the financing agreements between the Authority and the VRA as further described on Exhibit G of the Master Financing Agreement.

"Board of Supervisors" means the Board of Supervisors of the County.

"Bonds" means the Authority's water and sewer revenue bonds issued pursuant to this resolution.

"Castlewood WSA" means The Castlewood Water and Sewage Authority.

"Castlewood WSA RD Bonds" means the following bonds issued by the Castlewood WSA:

1. $350,000 Water Revenue Bond, Series of 2000 (RD Castlewood Water Project),
2. $937,300 Water Revenue Bond, Series of 2005 (Dante Rehabilitation Water Project), and
3. $2,200,000 Sewer Revenue Bond, Series of 2013 (Sewer Phase 1A).

"Castlewood WSA Bonds" means the Castlewood WSA RD Bonds and the Castlewood WSA VRA Bonds.

"Castlewood WSA VRA Bonds" means, collectively, the bonds and any allonges thereto issued by the Castlewood WSA to the VRA, as Administrator of the Fund, that are described in Exhibit F of the Master Financing Agreement.

"Castlewood WSA Financing Agreements" means, collectively, the financing agreements between the Authority and Castlewood WSA as further described on Exhibit G of the Master Financing Agreement.

"Closing Date" means the date on which the Bonds are delivered to the VRA upon payment or partial payment of the purchase price for the Bonds.

"County" means Russell County, Virginia.

"County Bonds" means the County RD Bonds and the County VRA Bonds.

"County RD Bonds" means the following bonds issued by the County:

1. $672,000 Russell County Series 1988 Water Revenue Bond (RD Sword's Creek Project);
2. $900,000 Russell County Sewer Revenue Bond, Series 1996 (RD Dante Project);
3. $119,530 Russell County, Virginia, Water Revenue Bond, Series 1999 (RD Lynn Springs Project);

"County VRA Bonds" means, collectively, the bonds and any allonges thereto issued by the County to the VRA, as Administrator of the Fund, that are described in Exhibit F of the Master Financing Agreement.

"County Financing Agreements" means, collectively, the financing agreements between the Authority and the County as further described on Exhibit G of the Master Financing Agreement.

"Master Financing Agreement" means the financing agreement executed by the Authority and the VRA in accordance with Section 4.1 of this resolution.

"Fund" means the Virginia Water Supply Revolving Fund acting by and through the Virginia Resources Authority, its successors and assigns.

"Government" means the United States of America, acting through Rural Utilities Service, United States Department of Agriculture.

"Master Parity Agreement" means the agreement executed by the Authority, the VRA, and the Government dated as of July 1, 2020.

"Maximum Amount" means $12,058,187.38.

"Parity Bonds" means

1. $672,000 Russell County Series 1988 Water Revenue Bond (RD Sword's

Creek Project);

2. $900,000 Russell County Sewer Revenue Bond, Series 1996 (RD Dante Project);
3. $119,530 Russell County, Virginia, Water Revenue Bond, Series 1999 (RD Lynn Springs Project);
4. $350,000 Water Revenue Bond, Series of 2000 (RD Castlewood Water Project);
5. $937,300 Water Revenue Bond, Series of 2005 (Dante Rehabilitation Water Project);
6. $2,200,000 Sewer Revenue Bond, Series of 2013 (Sewer Phase 1A);
7. $23,179.29 Water and Sewer Revenue Bond, Series 2020A;
8. $418,700 Water and Sewer Revenue Bond, Series 2020D;

and shall include each of the Bonds issued pursuant to this resolution and the Master Financing Agreement.

"System" means all plants, systems, facilities, equipment or property, of which the Project constitutes the whole or is a part, owned, operated or maintained by the Authority and used in connection with the collection, storage, treatment or distribution of water or the collection or treatment of wastewater.

"Transfer Agreement" means the Transfer Agreement dated as of July 1, 2020 among the Authority, The Castlewood Water and Sewage Authority, and the County.

"VRA" means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia, its successors and assigns, as Administrator of the Fund.

ARTICLE II

Authorization of Project

Section 2.1. The Project. It is determined to be advisable, necessary, and expedient for the Authority to assume the obligation to pay the Castlewood WSA Bonds and the County Bonds, in consideration for the Authority's acquisition of the facilities financed by such bonds, and the amendments of and restatements to the Authority Financing Agreements related to the Authority Bonds (the "Project").

Section 2.2___Government Letter of Conditions. It is determined that it is in the best interest of the Authority for the Authority to accept the Government's terms and conditions set forth in the Government's letter dated July ___, 2020 related to the Authority's assumption of the Castlewood WSA RD Bonds and the County RD Bonds (the "Assumption LOC").

ARTICLE III

Authorization, Award, Details, Execution, Form,

Registration and Delivery of Bonds

Section 3.1. Authorization of Bonds. Pursuant to the Act, there is authorized to be issued and sold water and sewer revenue bonds of the Authority in the principal amount not to exceed the Maximum Amount (the "Bonds"), as evidence of the assumption by the Authority of the Castlewood WSA VRA Bonds and the County VRA Bonds and as evidence of the amendments and restatements of the Authority Financing Agreements.

Section 3.2. Award of Bonds. After mature consideration of the methods of sale of such bond and current conditions of the municipal bond market, it is determined that it is in the best interest of the Authority for the Authority to deliver the Bonds to the VRA in exchange, in part, for (i) the Castlewood WSA and the County, with the consent of VRA, transferring to the Authority certain facilities of the Castlewood WSA and the County, in accordance with the Transfer Agreement and the Master Financing Agreement, and (ii) the amendments and restatements of the Authority Financing Agreements in accordance with the Master Financing Agreement.

Section 3.3. Details of Bonds.

(a) The Bonds shall bear an appropriate designation as determined by either of the Chairman or Vice-Chairman of the Authority, each of whom is authorized to provide the designation for the Bonds in order to appropriately identify it. The Bonds shall be issued as two separate fully registered bonds without coupons, shall each be dated the Closing Date, shall be numbered R-1 and R-2, respectively, one of the Bonds shall bear a Cost of Funds at a rate not to exceed two and twenty-five hundredths percent (2.25%) per annum (referred to in this resolution and in the Financing Agreement as the "Cost of Funds" on the Bond), composed of interest to the Fund of 0.75% and a fee of 1.50% for administrative management services, and the other shall bear no interest. The principal of and, if applicable, Cost of Funds on the Bonds shall be in the amount and shall be payable semi-annually in the amounts and on the dates established in accordance with subsection (b) below.

(b) Each of the Chairman or Vice-Chairman of the Authority is authorized and directed to determine the principal amount of the Bonds and to accept the dates on which, and the amounts in which, principal of and, if applicable, Cost of Funds on the Bonds will be due, as established by the VRA before the Closing Date; provided, however, that the principal amount of the Bonds shall not exceed the Maximum Amount, and the final maturity of the Bonds shall be no greater than thirty (30) years after the Closing Date. The execution and delivery of the Bonds as described in Section 3.4 and Section 3.7 of this resolution shall conclusively evidence such principal amount and payment dates and amounts established by VRA as having been so accepted as authorized by this Resolution. Principal of and, if applicable, Cost of Funds on the Bonds shall be payable in lawful money of the United States of America.

Section 3.4. Execution of Bonds. Each of the Bonds shall be signed by the Chairman or Vice Chairman of the Authority, and the Authority's seal shall be affixed to the Bonds and attested by the Authority's Secretary.

Section 3.5. Form of Bonds. The Bonds shall be in substantially the following form, with

such variations, insertions and omissions as shall be consistent with this resolution, the execution and delivery of the Bonds constituting conclusive evidence that any variations, insertions and omissions are so consistent:

[To be completed at Closing—Form of Bond only]

No. R-1 $[amount]

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

Water and Sewer Revenue Bond, Series 2020[B][C]

Dated [date]

The Russell County Public Service Authority, a political subdivision of the Commonwealth of Virginia (the "Authority"), for value received, promises to pay, solely from the revenues described and pledged in the Financing Agreement, as defined below, to the payment of this Bond, to the order of the Virginia Resources Authority (the "VRA"), as Administrator of the Virginia Water Supply Revolving Fund (the "Fund"), or registered assigns, the principal sum [equal to the aggregate amount of principal advances shown on the attached Schedule of Principal Advances, but not to exceed the sum of]

[amount] DOLLARS
($[amount])

[with interest (the "Cost of Funds"), including the portion allocable to the annual administrative fee payable as set forth in Section 6.1 of the "Financing Agreement") defined below, on the unpaid principal from the date [hereof] [of each principal advance shown on the attached Certificate of Principal Advances] until payment of the entire principal sum at the annual rate of two and twenty-five hundredths percent 2.25%), composed of interest to the Fund of 0.75% and a fee of 1.50% for administrative management services][without interest].

The principal of and Cost of Funds on this Bond shall be due and payable as set forth on the attached payment schedule.

[Each installment shall be applied first to payment of Cost of Funds accrued and unpaid to the payment date and then to principal.] If principal advances up to the maximum authorized amount are not made, the principal amount due on this Bond shall not include such undisbursed amount. However, unless the Authority and VRA agree otherwise in writing, until all payments due hereunder shall have been paid in full, less than full disbursement of the maximum authorized amount of this Bond shall not postpone the due date of any semi-annual installment due hereunder or change the amount of such installment unless the principal amount due under this Bond is less than

the amount of such installment.

In addition, if any installment of principal of or Cost of Funds on this Bond is not received by the registered owner of this Bond within ten (10) days from its due date, the Authority shall pay to the registered owner of this Bond a late payment charge in the amount equal to five percent (5.00%) of such overdue installment. Principal of and Cost of Funds on this Bond are payable in lawful money of the United States.

Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any county, city, town or other political subdivision of the Commonwealth of Virginia are pledged to the payment of the principal of or Cost of Funds on this Bond.

This Bond is one of an issue of bonds in the aggregate amount of $12,058,187.38 authorized by a resolution duly adopted by the Authority on July 21, 2020 (the "Bond Resolution") and is issued pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) (the "Act"), and pursuant to the terms of a Master Financing Agreement dated as of July 1, 2020 between the VRA, as Administrator of the Virginia Water Supply Revolving Fund, and the Authority (the "Master Financing Agreement") to evidence the assumption of certain loans made by the VRA to the Castlewood Water and Sewage Authority and to the County of Russell, Virginia in consideration of the transfer to the Authority of the facilities originally financed by such loans and to evidence amendments and restatements of certain loans made by the VRA to the Authority. Reference is made to the Bond Resolution and the Master Financing Agreement and any amendments to it for the provisions, among others, describing the pledge and covenants securing this Bond, the nature and extent of the security, the terms and conditions upon which this Bond is issued, the rights and obligations of the Authority and the rights of the bondholder. Capitalized terms used in this Bond and not otherwise defined have the meanings given them in the Master Financing Agreement.

Principal of [and Cost of Funds on] this Bond [is] [are] payable solely from the revenues of the System pledged to the payment of them in the Master Financing Agreement and from amounts, if any, received pursuant to the Support Agreement, as defined in the Bond Resolution.

In accordance with the Master Financing Agreement, the lien of the pledge of revenues securing the payment of the principal of and Cost of Funds on this Bond is and shall be on parity with the lien of any pledge of revenues securing the following bonds issued by the Authority:

> $672,000 Russell County Series 1988 Water Revenue Bond (RD Sword's Creek Project);
> $900,000 Russell County Sewer Revenue Bond, Series 1996 (RD Dante Project);
> $119,530 Russell County, Virginia, Water Revenue Bond, Series 1999 (RD Lynn Springs Project);
> $350,000 Water Revenue Bond, Series of 2000 (RD Castlewood Water Project);
> $937,300 Water Revenue Bond, Series of 2005 (Dante Rehabilitation Water Project);

$2,200,000 Sewer Revenue Bond, Series of 2013 (Sewer Phase 1A);
$23,173.29 Water and Sewer Revenue Bond, Series 2020A; and
[$6,157,089.73 Water and Sewer Revenue Bond, Series 2020B;]
[$5,901,097.65 Water and Sewer Revenue Bond, Series 2020C.]

No notation is required to be made on this Bond of the payment of any principal on normal installment payment dates or of any prepayments of principal. HENCE, THE FACE AMOUNT OF THIS BOND MAY EXCEED THE PRINCIPAL SUM REMAINING OUTSTANDING AND DUE HEREUNDER.

Transfer of this Bond may be registered upon the registration books of the Bond Registrar. Prior to due presentment for registration of transfer the Bond Registrar shall treat the registered owner as the person exclusively entitled to payment of principal of and Cost of Funds on this Bond and the exercise of all other rights and powers of the owner.

This Bond is subject to optional prepayment to the extent and on the terms set forth in the Financing Agreement.

If an Event of Default (as defined in the Financing Assumption Agreement) occurs, the principal of and Cost of Funds on this Bond may be declared immediately due and payable by the holder by written notice to the Authority.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal and Cost of Funds provided for by this Bond, the Authority shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Master Financing Agreement.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

IN WITNESS WHEREOF, the Authority has caused this Bond to be signed by the Chairman of the Authority, its seal to be affixed this Bond and attested by the Secretary of the Authority, and this Bond to be dated the date first shown above.

(SEAL)

ATTEST:

[NOT FOR SIGNATURE]	**[NOT FOR SIGNATURE]**
_____	_____
Secretary, The Russell County Public Service Authority	Chairman, The Russell County Public Service Authority

SCHEDULE OF PRINCIPAL ADVANCES

The amount and date of principal advances not to exceed the face amount hereof shall be entered hereon by an authorized officer of the VRA, when the proceeds of each such principal advance are delivered to the Authority.

Amount	Date	Authorized Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

[End of Bond Form]

Upon request of the VRA, the Authority shall arrange to have prepared, executed, authenticated and delivered in exchange as soon as practicable bonds in printed form in an aggregate principal amount equal to the unpaid principal of the Bonds in typewritten form, in denominations of $5,000 and multiples of $5,000, except for one bond which may be issued in an odd denomination of not less than $5,000, of the same form and maturity and registered in such names as requested by the VRA or its duly authorized attorney or legal representative. The typewritten bond surrendered in any such exchange shall be canceled.

Section 3.6. Registration and Exchange of Bonds. Transfer of the Bonds may be registered upon books maintained for that purpose at the office of the Registrar. Prior to due presentment for registration of transfer the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and the exercise of all other rights and powers of the owner.

Section 3.7. Delivery of Bonds. The Chairman and Vice Chairman and the Secretary of the Authority are authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with its terms and to deliver the Bonds to the VRA in accordance with the terms of the Master Financing Agreement.

Section 3.8. Mutilated, Lost, Stolen or Destroyed Bond. If either of the Bonds has been mutilated, lost, stolen, or destroyed, the Authority shall execute and deliver a new bond of like date and tenor in exchange and substitution for, and upon delivery to the Treasurer and cancellation of, such mutilated bond, or in lieu of and in substitution for such lost, stolen, or destroyed bond; provided, however, that the Authority shall execute, authenticate, and deliver a new bond only if its registered owner has paid the reasonable expenses and charges of the Authority in connection therewith and, in the case of a lost, stolen, or destroyed bond (i) has filed with the Registrar evidence satisfactory to him or her that such bond was lost, stolen, or destroyed and that the holder of the bond was its registered owner and (ii) has furnished to the Authority indemnity satisfactory to the Registrar. If either of the Bonds has matured, instead of issuing a new bond, the Authority may pay such bond without surrender upon receipt of the aforesaid evidence and indemnity.

ARTICLE IV

Financing Documents and Revenues

Section 4.1. Authorization of Assumption LOC, Financing Agreement, Support Agreement, Master Parity Agreement, and Other Matters. The Assumption LOC, the Master Financing Agreement between the VRA and the Authority (the "Master Financing Agreement"), the Amended and Restated Support Agreement among the Authority, the County and the VRA (the "Support Agreement"), the Amended and Restated Funding Agreement between the VRA and the Authority (the "Funding Agreement"), and the Master Parity Agreement (collectively, the "Financing Documents"), the forms of which have been presented to the Authority at this meeting and filed with the records of the Authority, are approved. Each of the Chairman and Vice-Chairman of the Authority is authorized to execute and deliver on behalf of the Authority the Financing Documents in substantially the forms submitted to the Authority, with such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman, whose approval shall be evidenced conclusively by the execution and delivery of each of the Financing Documents. The Chairman, the Vice-Chairman, the Secretary and any other officer of the Authority are authorized to execute and deliver on behalf of the Authority such other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this resolution or contemplated by the Bonds, and the Financing Documents, and all of the foregoing, previously done or performed by such officers of the Authority, are in all respects approved, ratified and confirmed.

Section 4.2. Pledge of Revenues. To the extent and on the terms provided in the Assumption LOC, revenues derived from the System shall be pledged to the payment of the principal of and interest on the Castlewood WSA RD Bonds and the County Bonds. To the extent and on the terms provided in the Master Financing Agreement, revenues derived from the System shall be pledged to the payment of the principal of and, if applicable, Cost of Funds on the Bonds. these pledges shall be on parity with the pledge of such revenues securing the payment of the Parity Bonds.

Section 4.3 Transfer Agreement. The Authority confirms its approval of the Transfer Agreement, the form of which has been presented to the Authority at this meeting and filed with the records of the Authority. Each of the Chairman and Vice-Chairman of the Authority is authorized to execute and deliver on behalf of the Authority the Transfer Agreement in substantially the form submitted to the Authority, with such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman, whose approval shall be evidenced conclusively by the execution and delivery of the Transfer Agreement. The Chairman, the Vice-Chairman, the Secretary and any other officer of the Authority are authorized to execute and deliver on behalf of the Authority such other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this resolution or contemplated by the Transfer Agreement, and all of the foregoing, previously done or performed by such officers of the Authority, are in all respects approved, ratified and confirmed.

ARTICLE V

Miscellaneous

Section 5.1. Contract with Bondholder. The provisions of this resolution shall constitute a contract between the Authority and the holder of the Bonds for so long as the Bonds are outstanding.

Section 5.2. Authority of Officers and Agents. The officers and agents of the Authority shall do all acts and things required of them by this resolution, the Bonds, the Master Financing Agreement, the Support Agreement, and the Act for the complete and punctual performance of all the terms, covenants and agreements contained therein.

Section 5.3. Limitation of Rights. Nothing expressed or mentioned in or to be implied from this resolution or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto and the holder of the Bonds any legal or equitable right, remedy or claim under or in respect to this resolution or any covenants, conditions and agreements herein contained; this resolution and all of the covenants, conditions and agreements hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the holder of the Bonds as herein provided.

Section 5.4. Limitation of Liability of Officials of Authority. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the Authority in his individual capacity, and neither the members of the Authority nor any officer thereof executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No member, officer, employee or agent of the authority shall incur any personal liability with respect to any other action taken by him pursuant to this resolution or the Act, provided he acts in good faith.

Section 5.5. Trust Funds. In accordance with Section 15.2-5140 of the Act, any officer to whom, or any bank, trust company or other fiscal agent to which, moneys received pursuant to the Act are paid shall act as trustee of such moneys and shall hold and apply the same for the purposes provided in the Act, subject to such regulations as this resolution or the Financing Agreement may provide.

Section 5.6. Conditions Precedent. Upon the issuance of the Bonds, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this resolution to happen, exist and to be performed precedent to or in the issuance of such Bonds shall have happened, exist and have been performed.

Section 5.7. Severability. If any court of competent jurisdiction shall hold any provision of this resolution to be invalid or unenforceable, such holding shall not invalidate any other provision of this resolution.

Section 5.8. Successors and Assigns. All the covenants, stipulations, promises and agreements of the Authority contained in this resolution shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 5.9. Headings. Any headings in this resolution are solely for convenience of

reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

Section 5.10 Filing of Resolution. The Secretary of the Authority is directed to file a certified copy of this resolution with the Circuit Court of Russell County, Virginia, pursuant to Section 15.2-5126 of the Act.

Section 5.11. Effective Date. This resolution shall take effect immediately.

* * *

The undersigned Secretary of The Russell County Public Service Authority (the "Authority"), certifies that the foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Authority held on July 21, 2020. I further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing resolution as follows:

Member	**Attendance**	**Vote**
Carter McGlothlin, Chair		
Clifford Hess, Vice-Chair		
Chris Dye		
Terry Powers		
Joe Huff		
David Edmonds, Jr.		

WITNESS MY HAND and the seal of The Russell County Public Service Authority, this __ day of July, 2020.

(SEAL)

_____

Secretary, The Russell County Public Service Authority

#13168379
016049.0009

MASTER FINANCING AGREEMENT

dated as of _____ 1, 2020

BETWEEN

VIRGINIA RESOURCES AUTHORITY,

as Administrator of the
Virginia Water Supply Revolving Fund

AND

THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

Virginia Resources Authority
Virginia Water Supply Revolving Fund

$6,157,089.73 Water and Sewer Revenue Bond, Series 2020B

$5,901,097.65 Water and Sewer Revenue Bond, Series 2020C

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MASTER FINANCING AGREEMENT

THIS MASTER FINANCING AGREEMENT is made as of this first day of _____, 2020, between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the "Authority"), as Administrator of the **VIRGINIA WATER SUPPLY REVOLVING FUND** (the "Fund"), and **THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Virginia (the "Borrower").

Pursuant to Chapter 23, Title 62.1 of the Code of Virginia (1950), as amended (the "Act"), the General Assembly created a permanent and perpetual fund known as the "Virginia Water Supply Revolving Fund" (the "Fund"). In conjunction with the Board of Health, the Authority administers and manages the Fund. From the Fund, the Authority from time to time makes loans to and acquires obligations of local governments in Virginia to finance or refinance the costs of water supply facilities within the meaning of Section 62.1-233 of the Act.

The Borrower has requested certain loans from the Fund and has evidenced its obligation to repay such loans by its bonds as described on Exhibit F (the "Russell PSA Bonds") pursuant to Financing Agreements as described on Exhibit G, between the Authority, as Administrator of the Fund, and the Borrower~~. The~~ (the "Russell PSA Financing Agreements"). In connection with the transfers and assumptions described below, the Borrower has requested that the Authority agree to amendments to and restatements of the Russell PSA Financing Agreements ~~as described on Exhibit G (the "Russell PSA Financing Agreement"), between the Authority and the Borrower,~~ with respect to the Russell PSA Bonds on the terms and conditions stated in this Agreement.

The Castlewood Water and Sewage Authority ("Castlewood WSA") has previously issued its bonds as described on Exhibit F (the "Castlewood WSA Bonds") pursuant to Financing Agreements as described on Exhibit G, between the Authority, as Administrator of the Fund, and Castlewood WSA (the "Castlewood WSA Financing Agreements"). Castlewood WSA has agreed to transfer to the Borrower the facilities financed by the Castlewood WSA Bonds and the Borrower has agreed to assume the Castlewood WSA Bonds. The parties desire to provide for the assumption by the Borrower of the obligations of the Castlewood WSA with respect to the Castlewood WSA Bonds, on the terms and conditions stated in this Agreement.

The County of Russell, Virginia (the "County") has previously issued its bonds as described on Exhibit F (the "County Bonds") pursuant to Financing Agreements as described on Exhibit G, between the Authority, as Administrator of the Fund, and the County (the "County Financing Agreements"). The County has agreed to transfer to the Borrower the facilities financed by the County Bonds and the Borrower has agreed to assume the County Bonds. The parties desire to provide for the assumption by the Borrower of the obligations of the County with respect to the County Bonds, on the terms and conditions stated in this Agreement.

ARTICLE I
DEFINITIONS

Section 1.1. **Definitions**. The capitalized terms contained in this Agreement and not defined above shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

"Additional Payments" means the payments required by Section 6.2.

"Agreement" means this Master Financing Agreement between the Authority and the Borrower, together with any amendments or supplements hereto.

"Annual Administrative Fee" means the portion of the Cost of Funds specified in Section 6.1 and Exhibit I payable as an annual fee for administrative and management services attributable to certain of the Local Bonds.

"Authorized Representative" means any member, official or employee of the Borrower authorized by resolution, ordinance or other official act of the governing body of the Borrower to perform the act or sign the document in question.

"Board" means the Virginia Board of Health.

"Castlewood WSA" means The Castlewood Water and Sewage Authority.

"Castlewood WSA Bonds" means, collectively, the bonds and any allonges thereto described in Exhibit F issued by Castlewood WSA to the Authority, as Administrator of the Fund.

"Castlewood WSA Financing Agreements" means, collectively, the financing agreements between the Authority and Castlewood WSA as further described on Exhibit G.

"Closing Date" means the date of delivery of the Local Bonds to the Authority, as Administrator of the Fund.

"Consulting Engineer" means the engineer or firm of independent consulting engineers of recognized standing and experienced in the field of sanitary engineering and registered to do business in Virginia which is designated by the Borrower from time to time as the Borrower's consulting engineer in accordance with Section ~~4.5~~ 4.6 in a written notice to the Authority. Such individual or firm shall be subject to the reasonable approval of the Authority. Unless and until the Authority notifies the Borrower otherwise, any of the Borrower's employees that are licensed and registered as professional engineers in the Commonwealth of Virginia may serve as Consulting Engineer under this Agreement.

"Cost of Funds" means interest, including the part thereof allocable to the Annual Administrative Fee, if any, payable as set forth in Section 6.1 and Exhibit I.

“County” means the County of Russell, Virginia.

“County Bonds” means, collectively, the bonds and any allonges thereto described in Exhibit F issued by the County to the Authority, as Administrator of the Fund.

“County Financing Agreements” means, collectively, the financing agreements between the Authority and the County as further described on Exhibit G.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“Department” means the Virginia Department of Health.

“Event of Default” shall have the meaning set forth in Section 11.1.

“Existing Parity Bonds” means any of the Borrower’s bonds, notes or other evidences of indebtedness, as further described on Exhibit H, that on the respective dates of the Local Bonds’ issuance and delivery were secured by or payable from a pledge of Revenues on a parity with the pledge of Revenues securing the Local Bonds.

“Fiscal Year” means the period of twelve months established by the Borrower as its annual accounting period.

“Financing Agreements” means, collectively, the Castlewood WSA Financing Agreements, the County Financing Agreements and the Russell PSA Financing Agreements.

~~[~~**“Funding Agreement”** means the Amended and Restated Funding Agreement, dated as of the date hereof, between the Authority, as Administrator of the Fund, and the Borrower.~~]~~

“Local Bonds” means~~-~~, collectively, the bonds relating to the assumption of the Castlewood WSA Bonds and the County Bonds and the ~~amendment and restatement~~ amendments and restatements of the Russell PSA Bonds, substantially in the forms attached to this Financing Agreement as Exhibit A, issued by the Borrower to the Authority, as Administrator of the Fund, pursuant to this Agreement.

“Local Bond Proceeds” means the aggregate proceeds from the sale of the Local Bonds pursuant to this Agreement.

“Local Resolution” means all resolutions or ordinances adopted by the governing body of the Borrower approving the transactions contemplated by and authorizing the execution and delivery of this Agreement, the Master Parity Agreement and the Transfer Agreement and the execution, issuance and delivery of the Local Bonds.

"**Master Parity Agreement**" means the Master Parity Agreement dated as of _____, 2020, among the Authority, the Borrower and United States of America, acting by and through the Rural Utilities Service, an agency of the United States Department of Agriculture.

"Net Proceeds" means the gross proceeds from any insurance recovery or condemnation award remaining after payment of attorneys' fees and expenses of the Authority and all other expenses incurred in the collection of such gross proceeds.

"Net Revenues Available for Debt Service" means the Revenues less amounts necessary to pay Operation and Maintenance Expense.

"Operating Reserve Fund" means the operating reserve fund established in Section 8.13.

"Operation and Maintenance Expense" means the costs of operating and maintaining the System determined pursuant to generally accepted accounting principles, exclusive of (i) interest on any debt secured by or payable from Revenues, (ii) depreciation and any other items not requiring the expenditure of cash, (iii) any amounts expended for capital replacements, repairs and maintenance not recurring annually or reserves therefor, and (iv) reserves for administration, operation and maintenance occurring in the normal course of business.

"Opinion of Counsel" means a written opinion of recognized bond counsel, acceptable to the Authority.

"Original Bonds" means, collectively, the Castlewood WSA Bonds, the County Bonds and the Russell PSA Bonds.

"Original Financing Agreements" means, collectively, the Castlewood WSA Financing Agreements, the County Financing Agreements and the Russell PSA Financing Agreements.

"Parity Bonds" means bonds, notes or other evidences of indebtedness of the Borrower issued under Section 10.5.

"Prior Bonds" means bonds, notes or other evidences of indebtedness of the Borrower secured by or payable from a pledge of Revenues all or any portion of which was superior to the pledge of Revenues securing the Local Bonds.

"Project" means, collectively, the particular projects described in Exhibit B, the costs of the construction, acquisition or equipping of which were financed or financing in whole or in part with the Local Bond Proceeds.

"Project Budgets" means, collectively, the budgets for the financing or the refinancing of each Project, copies of which are attached to this Agreement as Exhibit C.

"Project Costs" means the costs of the construction, acquisition or equipping of each Project, as further described in the Project Budgets, and such other costs as may be approved in writing by the Authority, provided such costs are permitted by the Act.

"Qualified Independent Consultant" shall mean an independent professional consultant having the skill and experience necessary to provide the particular certificate, report or approval required by the provision of this Agreement in which such requirement appears, including without limitation a Consulting Engineer, so long as such individual is not an employee of the Borrower, and an independent certified public accountant or firm of independent certified public accountants. Such individual or firm shall be subject to the reasonable approval of the Authority.

"Required Operating Reserve" shall have the meaning set forth in Section 8.13.

"Revenues" means (i) all rates, fees, rentals, charges and income properly allocable to the System in accordance with generally accepted accounting principles or resulting from the Borrower's ownership or operation of the System, excluding customer and other deposits subject to refund until such deposits have become the Borrower's property, (ii) the proceeds of any insurance covering business interruption loss relating to the System, (iii) interest on any money or securities related to the System held by or on behalf of the Borrower, (iv) amounts that may be appropriated for and paid to the Borrower by the County under the Support Agreement or otherwise, and (v) any other income from other sources pledged by the Borrower to the payment of its Local Bonds.

"Russell PSA Bonds" means, collectively, the bonds and any allonges thereto described in Exhibit F issued by the Borrower to the Authority, as Administrator of the Fund.

"Russell PSA Financing Agreements" means, collectively, the financing agreements between the Authority and Borrower as further described on Exhibit G.

"Service Contracts" means the Agreement for Sale and Purchase of Water dated May 6, 2014, between the Borrower and the Buchanan County Public Service Authority; Water Sale Agreement dated July 8, 2015, between the Borrower and the Town of Honaker, Virginia; Agreement for the Bulk Sales of Water dated March 14, 2002, between the Borrower and the Town of Lebanon, Virginia; Agreement for the Bulk Sale of Water dated June 11, 2001, between the Borrower and the Tazewell County Public Service Authority; and Contract for Sale of Water dated October 3, 2013, between the Borrower and the Washington County Service Authority. *[Add any service contracts transferred from Castlewood WSA and Russell County]*.

"Subordinate Bonds" means bonds, notes or other evidences of indebtedness of the Borrower secured by or payable from a pledge of Revenues expressly made subordinate to the pledge of Revenues securing the Local Bonds.

"Support Agreement" means the Amended and Restated Support Agreement, dated the date hereof, among the Borrower, the Authority and the County, substantially in the form of Exhibit K hereto.

"System" means all plants, systems, facilities, equipment or property, including but not limited to the Project, owned, operated or maintained by the Borrower and used in connection with the collection, supply, treatment, storage or distribution of water or the collection or treatment of wastewater as the same may from time to time exist.

"**Transfer Agreement**" means the Transfer Agreement dated as of _____, 2020, among the Borrower, the County and The Castlewood Water and Sewage Authority.

Section 1.2. **Rules of Construction**. The following rules shall apply to the construction of this Agreement unless the context requires otherwise:

(a) Singular words shall connote the plural number as well as the singular and vice versa.

(b) All references in this Agreement to particular Sections or Exhibits are references to Sections or Exhibits of this Agreement unless otherwise indicated.

(c) The headings and table of contents as used in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

ARTICLE II
REPRESENTATIONS

Section 2.1. **Representations by Borrower**. The Borrower makes the following representations as the basis for its undertakings under this Agreement:

(a) The Borrower is a duly created and validly existing "local government" (as defined in Section 62.1-233 of the Act) of the Commonwealth of Virginia and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Borrower has full right, power and authority to (i) adopt the Local Resolution and execute and deliver this Agreement, the Master Parity Agreement, the Support Agreement, the Transfer Agreement and the other documents related thereto, (ii) issue, sell and deliver the Local Bonds to the Authority, as Administrator of the Fund, (iii) own and operate the System, (iv) fix, charge and collect charges for the use of and for the services furnished by the System, (v) construct, acquire or equip the Project (as described in Exhibit B) and finance or refinance the Project Costs by borrowing money for such purpose pursuant to this Agreement and the issuance of the Local Bonds, (vi) pledge the Revenues of the System to the payment of the Local Bonds, and (vii) carry out and consummate all of the transactions contemplated by the Local Resolution, this Agreement, the Support Agreement and the Local Bonds.

(c) This Agreement, the Master Parity Agreement, the Support Agreement, the Transfer Agreement and the Local Bonds were duly authorized by the Local Resolution and are in substantially the same form as presented to the governing body of the Borrower at its meeting at which the Local Resolution was adopted.

(d) All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date of the delivery of this Agreement have been obtained for (i) the Borrower's adoption of the Local Resolution, (ii) the execution and delivery by the Borrower of this Agreement, the Master Parity Agreement, the Support Agreement, the Transfer Agreement and the Local Bonds, (iii) the performance and enforcement of the obligations of the Borrower thereunder, (iv) the acquisition, construction, equipping, occupation, operation and use of the Project, and (v) the operation and use of the System. The Borrower knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations and approvals not obtained as of the date hereof cannot be obtained as needed.

(e) This Agreement, the Master Parity Agreement, the Support Agreement and the Transfer Agreement have been executed and delivered by duly authorized officials of the Borrower and constitute a legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.

(f) When executed and delivered in accordance with the Local Resolution and this Agreement, the Local Bonds will have been executed and delivered by duly authorized officials of the Borrower and will constitute a legal, valid and binding limited obligation of the Borrower enforceable against the Borrower in accordance with its terms.

(g) The issuance of the Local Bonds and the execution and delivery of this Agreement, the Master Parity Agreement, the Support Agreement and the Transfer Agreement and the performance by the Borrower of its obligations thereunder are within the powers of the Borrower and will not conflict with, or constitute a breach or result in a violation of, (i) to the best of the Borrower's knowledge, any Federal, or Virginia constitutional or statutory provision, including the Borrower's charter or articles of incorporation, if any, (ii) any agreement or other instrument to which the Borrower is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property.

(h) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(i) The Borrower (i) to the best of the Borrower's knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement, the Support Agreement or the Local Bonds and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Borrower is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement, the Support

Agreement or the Local Bonds. The execution and delivery by the Borrower of this Agreement, the Support Agreement or the Local Bonds and the compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(j) There are not pending nor, to the best of the Borrower's knowledge, threatened against the Borrower, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Resolution, this Agreement, the Support Agreement or the Local Bonds or the issuance or delivery of the Local Bonds, (iii) in any way contesting or affecting the validity or enforceability of the Local Resolution, this Agreement, the Support Agreement, the Local Bonds or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Borrower or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Resolution, this Agreement, the Support Agreement or the Local Bonds, (v) in any way affecting or contesting the undertaking of the Project, or (vi) contesting or challenging the power of the Borrower to pledge the Revenues to the payment of the Local Bonds.

(k) No material adverse change has occurred in the financial condition of the Borrower as indicated in the financial statements, applications and other information furnished to the Authority.

(l) Except as may otherwise be approved by the Authority or permitted by the terms of this Agreement, the System at all times is and will be owned by the Borrower and will not be operated or controlled by any other entity or person.

(m) There is no indebtedness of the Borrower secured by or payable from a pledge of Revenues on a parity with or prior to the lien of the pledge of Revenues securing the Local Bonds except any Existing Parity Bonds set forth on Exhibit H.

(n) The Service Contracts are in full force and effect; no default or event of default has occurred and is continuing under the Service Contracts; and the Borrower is not currently aware of any fact or circumstance that would have an adverse impact on the Borrower's ability to set rates, to receive payments, or to exercise any other rights and remedies available to the Borrower, under or pursuant to the Service Contracts.

(o) No Event of Default or Default has occurred and is continuing.

(p) All of the representations and warranties of the Borrower contained in the Master Parity Agreement and the Transfer Agreement are true and correct and all terms of the Master Parity Agreement and the Transfer Agreement are reaffirmed, ratified and confirmed.

ARTICLE III
AMENDMENT AND RESTATEMENT OF FINANCING AGREEMENTS

Section 3.1. Amendment and Restatement of Financing Agreements; Assumption of Local Bonds. (a) This Agreement in part constitutes an amendment and restatement of the Financing Agreements with respect to the Local Bonds; however, this Agreement shall not constitute a novation of the original debt evidenced by the ~~respective Local~~ Russell County PSA Bonds.

(b) The Borrower agrees to assume each of Castlewood WSA's and the County's obligations to make payments of the principal and other sums that become due under its respective Local Bonds after the Closing Date.

(c) The Borrower's obligations with respect to the amendments and restatements of the Russell PSA Financing Agreements and the Russell PSA Bonds and the assumption of the Castlewood WSA Bonds and the County Bonds shall be evidenced by the Locals Bonds. The Authority agrees to release Castlewood WSA and the County from their respective obligations under its respective Local Bonds, in accordance with the terms of this Agreement.

Section 3.2. Conditions Precedent to Entering into the Master Financing Agreement. This Agreement shall not be effective until the Authority shall have received the following, all in form and substance satisfactory to the Authority:

(a) The Local Bonds,~~[~~ the Funding Agreement,~~]~~ the Master Parity Agreement, the Support Agreement and the Transfer Agreement.

(b) A certified copy of the Local Resolution.

(c) A certificate of appropriate officials of the Borrower as to the matters set forth in Section 2.1 and such other matters as the Authority may reasonably require.

(d) Evidence satisfactory to the Authority that the Borrower has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date.

(e) An Opinion of Counsel, substantially in the form of Exhibit D, addressed to the Fund and the Authority.

(f) An opinion of counsel to the Borrower in form and substance reasonably satisfactory to the Authority.

(g) Such other documentation, certificates and opinions as the Authority, the Board or the Department may reasonably require, including an opinion from counsel acceptable to the Authority that the Master Parity Agreement, the Support Agreement and the Transfer Agreement are valid and enforceable against the Borrower, subject to usual and customary qualifications.

(h) Deposit into the Operating Reserve Fund the amount of $_____ from the Borrower's available funds.

ARTICLE IV
USE OF LOCAL BOND PROCEEDS AND CONSTRUCTION OF PROJECT

Section 4.1. Application of Article IV. The provisions of Article IV shall only apply with respect to the following Original Bonds:

[WSL-022-15E in the amount of $_____]

[WSL-028-14E in the amount of $_____]

Section 4.2. Application of Proceeds.

(a) The Borrower agrees to apply the Local Bond Proceeds solely and exclusively to the payment, or the reimbursement of the Borrower for the payment, of Project Costs and further agrees to exhibit to the Department or the Authority receipts, vouchers, statements, bills of sale or other evidence of the actual payment of such Project Costs. The Authority shall disburse money from the Fund to or for the account of the Borrower not more frequently than once each calendar month (unless otherwise agreed by the Authority and the Borrower) upon receipt by the Authority (with a copy to be furnished to the Department) of the following:

(1) A requisition (upon which the Authority, the Board and the Department shall be entitled to rely) signed by an Authorized Representative and containing all information called for by, and otherwise being in the form of, Exhibit E to this Agreement;

(2) If any requisition includes an item for payment for labor or to contractors, builders or materialmen,

(i) a certificate, signed by the Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project; and

(ii) a certificate, signed by an Authorized Representative, stating either that such materials, supplies or equipment are not subject to any lien or security interest or that such lien or security interest will be released or discharged upon payment of the requisition.

Upon receipt of each such requisition and accompanying certificate or certificates and approval thereof by the Department, the Authority shall disburse Local Bond Proceeds hereunder to or for the account of the Borrower in accordance with such requisition in an amount and to the extent approved by the Department and shall note the date and amount of each such disbursement on a schedule of principal disbursements to be included on the Local Bond. The

Authority shall have no obligation to disburse any such Local Bond Proceeds if the Borrower is in default hereunder nor shall the Department have any obligation to approve any requisition if the Borrower is not in compliance with the terms of this Agreement.

(b) The Borrower shall comply with all applicable laws of the Commonwealth of Virginia, including but not limited to, the Virginia Public Procurement Act, as amended, regarding the awarding and performance of public construction contracts related to the Project. Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the maximum authorized amount of the Local Bond to ensure satisfactory completion of the Project. Upon receipt from the Borrower of the certificate specified in Section ~~4.2~~ 4.3 and a final requisition detailing all retainages to which the Borrower is then entitled, the Authority, to the extent approved by the Department and subject to the provisions of this Section and Section ~~4.2~~4.3, will disburse to or for the account of the Borrower Local Bond Proceeds to the extent of such approval.

The Authority shall have no obligation to disburse Local Bond Proceeds in excess of the amount necessary to pay for approved Project Costs. If principal disbursements up to the maximum authorized amount of the Local Bond are not made, principal installments due on the Local Bond shall be reduced only in accordance with Section 6.1.

Section ~~4.2~~4.3. **Agreement to Accomplish Project**. The Borrower agrees to cause the Project to be acquired, constructed, expanded, renovated or equipped as described in Exhibit B and in accordance with the Project Budget and the plans, specifications and designs prepared by the Consulting Engineer and approved by the Department. All plans, specifications and designs shall be approved by all applicable regulatory agencies. The Borrower agrees to maintain complete and accurate books and records of the Project Costs and permit the Authority and the Department through their duly authorized representatives to inspect such books and records at any reasonable time. The Borrower and the Authority, with the consent of the Department, may amend the description of the Project set forth in Exhibit B.

When the Project has been completed, the Borrower shall promptly deliver to the Authority and the Department a certificate signed by an Authorized Representative of the Borrower and by the Consulting Engineer stating (i) that the Project has been completed substantially in accordance with this Section, the plans and specifications as amended from time to time, as approved by the Department, and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion, (iii) that all certificates of occupancy or other material permits necessary for the Project's use, occupancy and operation have been issued or obtained, and (iv) the amount, if any, to be reserved for payment of Project Costs.

Section ~~4.3~~4.4. **Permits**. The Borrower, at its sole cost and expense, shall comply with and shall obtain all permits, consents and approvals required by local, state or federal laws, ordinances, rules, regulations or requirements in connection with the acquisition, construction, equipping, occupation, operation or use of the Project. The Borrower shall, upon request, promptly furnish to the Authority and the Department copies of all such permits, consents and approvals. The Borrower shall also comply with all applicable lawful program or procedural guidelines or

requirements duly promulgated and amended from time to time by the Department in connection with the acquisition, construction, equipping, occupation, operation or use of projects financed from the Fund under the Act. The Borrower shall also comply in all respects with all applicable federal laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof from the Fund. Where noncompliance with such requirements is determined by the Authority or the Department, the issue shall be referred to the proper governmental authority or agency for consultation or enforcement action.

Section ~~4.4~~4.5. **Construction Contractors**. Each construction contractor employed in the accomplishment of the Project shall be required in the construction contract to furnish a performance bond and a payment bond each in an amount equal to one hundred percent (100%) of the particular contract price. Such bonds shall list the Borrower, the Fund, the Authority, the Department and the Board as beneficiaries. Each contractor shall be required to maintain during the construction period covered by the particular construction contract builder's risk insurance, workers' compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer. Upon request of the Authority, the Department or the Board, the Borrower shall cause each contractor to furnish evidence of such bonds and insurance to the Authority, the Department and the Board.

Section ~~4.5~~4.6. **Engineering Services**. The Borrower shall retain a Consulting Engineer to provide engineering services covering the operation of the System and the supervision and inspection of the construction of the Project. The Consulting Engineer shall certify to the Fund, the Authority and the Department as to the various stages of the completion of the Project as disbursements of Local Bond Proceeds are requested and shall upon completion of the Project provide to the Fund, the Authority and the Department the certificates required by Sections ~~4.1~~ 4.2 and ~~4.2~~4.3.

Section ~~4.6~~4.7. **Borrower Required to Complete Project**. If the Local Bond Proceeds are not sufficient to pay in full the cost of the Project, the Borrower will complete the Project at its own expense and shall not be entitled to any reimbursement therefor from the Fund, the Authority, the Department or the Board or any abatement, diminution or postponement of the Borrower's payments under the Local Bond or this Agreement.

ARTICLE V
PLEDGE, REVENUES AND RATES

Section 5.1. **Pledge of Revenues; Rate Covenant**. Subject to the Borrower's right to apply Revenues to the payment of Operation and Maintenance Expense, the Revenues are hereby pledged to the Authority, as Administrator of the Fund, to secure the payment of the principal of and Cost of Funds, if any, on the Local Bonds and the payment and performance of the Borrower's obligations under this Agreement. This pledge shall be valid and binding from and after the execution and delivery of this Agreement. The Revenues, as received by the Borrower, shall immediately be subject to the lien of this pledge without any physical delivery of them or further act. The lien of this pledge of the Revenues is on a parity with the lien of the pledge of the

Revenues securing the Existing Parity Bonds. The lien of this pledge shall, subject to the right of the Borrower to apply Revenues to the payment of Operation and Maintenance Expense, have priority over all other obligations and liabilities of the Borrower, and the lien of this pledge shall be valid and binding against all parties having claims of any kind against the Borrower regardless of whether such parties have notice of this pledge.

(a) The Borrower covenants and agrees that it will fix and collect rates, fees and other charges for the use of and for services furnished or to be furnished by the System, and will from time to time revise such rates, fees and other charges so that in each Fiscal Year the Net Revenues Available for Debt Service will equal at least 100% of the amount required during the Fiscal Year to pay the principal of and Cost of Funds, if any, on the Local Bonds, the Additional Payments and all other indebtedness of the Borrower secured by or payable from Revenues including without limitation, indebtedness under leases which are treated as capital leases under generally accepted accounting principles (the "Rate Covenant"). If, for any reason, the Revenues are insufficient to satisfy the foregoing covenant, the Borrower shall within ninety (90) days adjust and increase its rates, fees and other charges or reduce its Operation and Maintenance Expense so as to provide sufficient Revenues to satisfy such requirement.

(b) On or before the last day of each Fiscal Year, the Borrower shall review the adequacy of its rates, fees and other charges for the next Fiscal Year, and, if such review indicates the Borrower's rates, fees and other charges are insufficient to satisfy the Rate Covenant, the Borrower shall promptly take appropriate action to increase its rates, fees and other charges or reduce its Operations and Maintenance Expense to cure any deficiency.

Section 5.2. <u>Annual Budget</u>. The Borrower agrees before the first day of each Fiscal Year to adopt a budget for such Fiscal Year containing all information called for by, and otherwise being in the form of, Exhibit J to this Agreement, for such Fiscal Year setting forth a schedule of the rates, fees and other charges to be imposed by the Borrower, the Revenues estimated to be generated thereby, the expenditures anticipated by the Borrower for operations, maintenance, repairs, replacements, improvements, debt service and other purposes, and specifically identifying any amounts made available by the County pursuant to the Support Agreement. Such budget as approved by the Borrower's governing body is referred to in this Agreement as the Annual Budget. The Borrower may at any time during any Fiscal Year amend the Annual Budget for such Fiscal Year so long as such amendment does not result in a Default. The Borrower shall submit a copy of the Annual Budget and any amendments thereto to the Authority.

Section 5.3. <u>Qualified Independent Consultant's Report</u>. (a) If at the end of any Fiscal Year, the Borrower is not in compliance with the Rate Covenant, within two hundred ten (210) days after the end of such Fiscal Year, the Borrower shall obtain a report from the Qualified Independent Consultant giving advice and making recommendations as to the proper maintenance, repair, replacement and operation of the System for the next ensuing Fiscal Year and estimating the costs thereof as to the rates, fees, and other charges which should be established by the Borrower to satisfy the Rate Covenant. The Borrower shall promptly furnish a copy of such report to the Authority and, subject to Section 5.3(b), take measures to implement the recommendations of the Qualified Independent Consultant within ninety (90) days of obtaining such report.

(b) If the Borrower determines that the Qualified Independent Consultant's recommendations are impractical or inappropriate, the Borrower may in lieu thereof adopt other procedures which the Borrower believes will bring it into compliance with the Rate Covenant when such measures have been implemented and become fully effective. Such alternative plan shall be filed with the Authority not later than thirty (30) days after receipt of the Qualified Independent Consultant's report along with a detailed explanation of the Borrower's reason for rejecting the Qualified Independent Consultant's recommendations. Notwithstanding anything herein to the contrary, the Authority reserves the right, in its sole discretion, to reject such alternate procedures and require the Borrower to comply with the Qualified Independent Consultant's recommendations.

ARTICLE VI
PAYMENTS

Section 6.1. Payment of Local Bonds. The Local Bonds shall be dated as of the Closing Date. The Cost of Funds, if any, of each of the Local Bonds shall be computed on the disbursed principal balance thereof from the date of each disbursement at the rate set forth on Exhibit I with respect to each of the Local Bonds. Principal and the Cost of Funds, if any, due under each of the Local Bonds shall be payable in equal installments as set forth on Exhibit I with respect to each of the Local Bonds. All amounts due hereunder and under each of the Local Bonds shall be due and payable in full with the final installment of principal and Cost of Funds, if any, due as set forth on Exhibit I with respect to each of the Local Bonds. Each installment shall be applied first to payment of the Cost of Funds, if any, accrued and unpaid to the payment date and then to principal. If principal disbursements up to the maximum authorized amount of the Local Bond are not made, the principal amount due on the Local Bond shall not include such undisbursed amount. However, unless the Borrower and the Authority agree otherwise in writing, until all amounts due hereunder and under the Local Bond shall have been paid in full, less than full disbursement of the maximum authorized amount of the Local Bond shall not postpone the due date of any semi-annual installment due on the Local Bond, or change the amount of such installment. If any installment of principal of or the Cost of Funds, if any, on any of the Local Bonds is not paid within ten (10) days after its due date, the Borrower agrees to pay the Authority a late payment charge in an amount equal to five percent (5.0%) of the overdue installment on such Local Bonds.

Section 6.2. Payment of Additional Payments. In addition to the payments of principal of and Cost of Funds, if any, on the Local Bonds, the Borrower agrees to pay on demand of the Authority the following Additional Payments:

(1) The costs of the Fund, the Authority, the Department or the Board in connection with the enforcement of this Agreement, including the reasonable fees and expenses of any attorneys used by any of them; and

(2) All expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof.

The Borrower agrees to pay interest on any Additional Payments enumerated in (1) or (2) above not received by the Authority within ten (10) days after demand therefor at a rate of five percent (5.0%) per annum of the overdue installment from its due date until the date it is paid.

ARTICLE VII
PREPAYMENTS

Section 7.1. Prepayment of Local Bonds. At its option and after giving at least ten (10) days' written notice to the Authority, the Borrower may prepay the Local Bonds at any time, in whole or in part and without penalty. Such written notice shall specify the date on which the Borrower will make such prepayment and whether the Local Bonds will be prepaid in full or in part, and if in part, the principal amount to be prepaid. Any such partial prepayment shall be applied against the principal amount outstanding under the Local Bonds but shall not postpone the due date of any subsequent payment on the Local Bonds, or change the amount of such installment, unless the Borrower and the Authority agree otherwise in writing.

ARTICLE VIII
OWNERSHIP, OPERATION AND USE OF SYSTEM

Section 8.1. Ownership and Operation of Project and System. Except as may otherwise be approved by the Authority or permitted by the terms hereof, the Project and the System at all times shall be owned by the Borrower and shall not be operated or controlled by any other entity or person.

Section 8.2. Maintenance. At its own cost and expense, the Borrower shall operate the System in a proper, sound and economical manner and in compliance with all legal requirements, shall maintain the System in good repair and operating condition and from time to time shall make all necessary repairs, renewals and replacements.

Section 8.3. Additions and Modifications. At its own expense, the Borrower from time to time may make any additions, modifications or improvements to the System which it deems desirable and which do not materially reduce the value of the System or the structural or operational integrity of any part of the System, provided that all such additions, modifications or improvements comply with all applicable federal, state and local laws, rules, regulations, orders, permits, authorizations and requirements. All such renewals, replacements, additions, modifications and improvements shall become part of the System.

Section 8.4. Use of System. The Borrower shall comply with all lawful requirements of any governmental authority regarding the System, whether now existing or subsequently enacted, whether foreseen or unforeseen or whether involving any change in governmental

policy or requiring structural, operational and other changes to the System, irrespective of the cost of making the same.

Section 8.5. **Inspection of System and Borrower's Books and Records**. The Authority and the Board and their duly authorized representatives and agents shall have such reasonable rights of access to the System as may be necessary to determine whether the Borrower is in compliance with the requirements of this Agreement and shall have the right at all reasonable times and upon reasonable prior notice to the Borrower to examine and copy the books and records of the Borrower insofar as such books and records relate to the System.

Section 8.6. **Ownership of Land**. The Borrower shall not construct, reconstruct or install any part of the System on lands other than those which the Borrower owns or can acquire title to or a perpetual easement over, in either case sufficient for the Borrower's purposes, unless such part of the System is lawfully located in a public street or highway or is a main, conduit, pipeline, main connection or facility located on land in which the Borrower has acquired a right or interest less than a fee simple or perpetual easement and such lesser right or interest has been approved by written opinion of counsel to the Borrower as sufficient for the Borrower's purposes.

Section 8.7. **Sale or Encumbrance**. No part of the System shall be sold, exchanged, leased, mortgaged, encumbered or otherwise disposed of except as provided in any one of the following subsections, or as may be otherwise consented and agreed to by the Authority in writing:

(a) The Borrower may grant easements, licenses or permits across, over or under parts of the System for streets, roads and utilities as will not adversely affect the use of the System;

(b) The Borrower may sell or otherwise dispose of property constituting part of the System if it uses the proceeds of such disposition and any other necessary funds to replace such property with property serving the same or a similar function; and

(c) The Borrower may sell or otherwise dispose of property constituting part of the System; provided, however, (i) no such property shall be sold or otherwise disposed of unless there is filed with the Authority a certificate of the Borrower, signed by an Authorized Representative, stating that such property is no longer needed or useful in the operation of the System, and, if the proceeds of such sale or disposition, together with the aggregate value of any other property sold or otherwise disposed of during the Fiscal Year, shall exceed $125,000, there shall also be filed with the Borrower and the Authority a certificate of the Consulting Engineer stating that such property is not necessary or useful to the operation of the System, and (ii) the proceeds to be received from any sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of and Cost of Funds, if any, on the Local Bonds, and then, if such property constitutes part of the Project, to the prepayment of the Local Bonds under Article VII hereof.

Section 8.8. **Collection of Revenues**. The Borrower shall use its best efforts to collect all rates, fees and other charges due to it, including, when appropriate, by perfecting liens on premises served by the System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Borrower shall, to the full extent permitted by law, discontinue and shut off, or cause to be discontinued and shut off, services and facilities of the System, and use its best efforts to cause to be shut off water service furnished otherwise than through the System, to customers of the System who are delinquent beyond any customary grace periods in the payment of rates, fees and other charges due to the Borrower.

Section 8.9. **No Free Service**. The Borrower shall not permit connections with or the use of the System, or furnish any services afforded by the System, without making a charge therefor based on the Borrower's uniform schedule of rates, fees and charges.

Section 8.10. **No Competing Service**. The Borrower shall not provide, grant any franchise to provide or give consent for anyone else to provide, any services which would compete with the System.

Section 8.11. **Mandatory Connection**. The Borrower shall, consistent with applicable law, require the owner, tenant or occupant of each lot or parcel of land which is served or may reasonably be served by the System and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, to connect such building to the System; provided, however, the Borrower may permit the continued use of private systems, meeting the standards of the Board, by any such building already in existence at the time the services of the System become available to it upon such conditions as may be specified by the Borrower.

Section 8.12. **Lawful Charges**. The Borrower shall pay when due all taxes, fees, assessments, levies and other governmental charges of any kind whatsoever (collectively, the "Governmental Charges") which are (i) assessed, levied or imposed against the System or the Borrower's interest in it, or (ii) incurred in the operation, maintenance, use and occupancy of the System. The Borrower shall pay or cause to be discharged, or shall make adequate provision to pay or discharge, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon all or any part of the System or the Revenues (collectively, the "Mechanics' Charges"). The Borrower, however, after giving the Authority ten (10) days' notice of its intention to do so, at its own expense and in its own name, may contest in good faith any Governmental Charges or Mechanics' Charges. If such a contest occurs, the Borrower may permit the same to remain unpaid during the period of the contest and any subsequent appeal unless, in the reasonable opinion of the Authority, such action may impair the lien on Revenues granted by this Agreement, in which event, such Governmental Charges or Mechanics' Charges promptly shall be satisfied or secured by posting with the Authority or an appropriate court a bond in form and amount reasonably satisfactory to the Authority. Upon request, the Borrower shall furnish to the Authority proof of payment of all Governmental Charges and the Mechanics' Charges required to be paid by the Borrower under this Agreement.

Section 8.13. Operating Budget. The Borrower agrees to include a reserve in the amount of $300,000 in the Annual Budget for each of the fiscal years ending June 30, 2021 through June 30, 2022.

Section 8.14. Operating Reserve. (a) There is hereby established the "Russell County PSA Operating Reserve Fund" (the "Operating Reserve Fund") to be held by the Borrower in a separate and segregated account. Until the principal of and Cost of Funds on the Local Bond and the Existing Parity Bonds and all amounts payable pursuant to this Agreement have been paid or provided for in full, the Borrower agrees to deposit in the Operating Reserve Fund the following amounts on the dates provided for below:

(i) On the Closing Date, the amount of $_____ from the Borrower's available funds (the "Initial Required Operating Reserve").

(ii) On or before June 30, 2023, an amount that equals the Required Operating Reserve (as defined below), taking into account the deposit of the Initial Required Operating Reserve.

(iii) To the extent there is any deficiency in the Operating Reserve Fund due to an increase in the prior Fiscal Year's Operation and Maintenance Expense, in the next Fiscal Year an amount equal to such deficiency, such that by the end of the next Fiscal Year the Operating Reserve Fund shall hold the Required Operating Reserve.

(iv) To the extent funds are drawn from the Operating Reserve Fund for the payment of Authorized Expenses (as defined below), commencing in the next Fiscal Year and continuing in each Fiscal Year thereafter until the deficiency is eliminated, an amount equal to one-third of the amount of such deficiency, such that by the end of the third Fiscal Year following the payment of the Authorized Expenses the Operating Reserve Fund shall hold the Required Operating Reserve.

"Required Operating Reserve" means an amount that equals $450,000.

(b) Except as set forth in subsection (d) below, amounts in the Operating Reserve Fund may only be disbursed, upon written notice to the Authority for amounts up to $50,000 and upon the written consent of the Authority for the remainder of the Required Operating Reserve, to pay extraordinary maintenance or repair expenses related to the operation of the System to the extent available funds, including cash or other reserves, of the Borrower are insufficient to pay such expenses (the "Authorized Expenses").

(c) Failure to deposit the Required Operating Reserve under subsections (a)(i) and (ii) above or failure to replenish any deficiency in the Operating Reserve Fund under subsections (a)(iii) and (iv) above in the time specified shall constitute an Event of Default under Section 11.1. The Authority shall have no obligation to disburse any Local Bond Proceeds if the Borrower has not satisfied the provisions contained in this Section.

(d) Any amounts in the Operating Reserve Fund, including investment earnings thereon, in excess of the Required Operating Reserve shall be transferred to the Borrower as of the end of each Fiscal Year; provided, that if an Event of Default has occurred and is continuing, such amounts shall be maintained in the Operating Reserve Fund. Unless the Authority agrees

otherwise, the Borrower shall deposit or invest, as appropriate, monies in the Operating Reserve Fund, as the Borrower may direct in writing, in accounts covered and secured under the Virginia Security for Public Deposits Act (Chapter 44, Title 2.2, Code of Virginia of 1950, as amended), or in a "Permitted Investments" (as defined below), with a term of not more than five years. "Permitted Investments" are (a) bonds, notes and other direct obligations of the United States of America, (b) securities unconditionally guaranteed as to the timely payment of principal, if applicable, and interest by the United States of America, (c) bonds, notes and other obligations of any agency of the United States of America unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or (d) obligations of Federal Home Loan Banks and obligations of Federal Farm Credit Banks.

(e) The Borrower's obligations to make deposits under subsection (a) above and to make payments as scheduled under the Local Bond shall not be discharged in whole or in part by any transfer made by the Borrower from the Operating Reserve Fund.

(f) The Authority and the Borrower acknowledge that the Operating Reserve Fund is being established and maintained for the benefit of the System.

ARTICLE IX
INSURANCE, DAMAGE AND DESTRUCTION

Section 9.1. **Insurance**. Unless the Authority otherwise agrees in writing, the Borrower continuously shall maintain or cause to be maintained insurance against such risks as are customarily insured against by public bodies operating systems similar in size and character to the System, including, without limitation:

(a) Insurance in the amount of the full replacement cost of the System's insurable portions against loss or damage by fire and lightning, with broad form extended coverage endorsements covering damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements (limited only as may be provided in the standard form of such endorsements at the time in use in Virginia); provided that during the construction of the Project, the Borrower may provide or cause to be provided, in lieu of the insurance in the amount of the full replacement cost of the Project, builders' risk or similar types of insurance in the amount of the full replacement cost thereof. The determination of replacement cost shall be made by a recognized appraiser or insurer selected by the Borrower and reasonably acceptable to the Authority.

(b) Comprehensive general liability insurance with a combined single limit of $2,000,000 per year against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the ownership, maintenance, operation or use of the System.

(c) Unless the Borrower qualifies as a self-insurer under the laws of Virginia, workers' compensation insurance.

The Authority shall not have any responsibility or obligation with respect to (i) the procurement or maintenance of insurance or the amounts or the provisions with respect to policies of insurance, or (ii) the application of the proceeds of insurance.

The Borrower shall provide no less often than annually and upon the written request of the Authority a certificate or certificates of the respective insurers evidencing the fact that the insurance required by this Section is in full force and effect.

Section 9.2. **Requirements of Policies**. All insurance required by Section 9.1 shall be maintained with generally recognized, responsible insurance companies selected by the Borrower and reasonably acceptable to the Authority. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other utility systems of like size and character to the System and shall contain an undertaking by the insurer that such policy shall not be modified adversely to the interests of, or canceled without at least thirty (30) days' prior notice to, the Authority. If any such insurance is not maintained with an insurer licensed to do business in Virginia or placed pursuant to the requirements of the Virginia Surplus Lines Insurance Law (Chapter 48, Title 38.2, Code of Virginia of 1950, as amended) or any successor provision of law, the Borrower shall provide evidence reasonably satisfactory to the Authority that such insurance is enforceable under Virginia law.

Section 9.3. **Notice of Damage, Destruction and Condemnation**. In the case of (i) any damage to or destruction of any material part of the System, (ii) a taking of all or any part of the System or any right therein under the exercise of the power of eminent domain, (iii) any loss of the System because of failure of title, or (iv) the commencement of any proceedings or negotiations which might result in such a taking or loss, the Borrower shall give prompt notice thereof to the Authority describing generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

Section 9.4. **Damage and Destruction**. If all or any part of the System is destroyed or damaged by fire or other casualty, and the Borrower shall not have exercised its option to prepay in full the Local Bonds pursuant to Article VII, the Borrower shall restore promptly the property damaged or destroyed to substantially the same condition as before such damage or destruction, with such alterations and additions as the Borrower may determine and which will not impair the capacity or character of the System for the purpose for which it then is being used or is intended to be used. The Borrower may apply so much as may be necessary of the Net Proceeds of insurance received on account of any such damage or destruction to payment of the cost of such restoration, either on completion or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the Borrower shall pay so much of the cost as may be in excess of such Net Proceeds. If the Net Proceeds are derived from property constituting part of the Project, any balance of such Net Proceeds remaining after payment of the cost of such restoration shall promptly be applied to prepayment of the Local Bonds pursuant to Article VII.

Section 9.5. **Condemnation and Loss of Title**. If title to or the temporary use of all or any part of the System shall be taken under the exercise of the power of eminent domain or lost because of failure of title, and the Borrower shall not have exercised its option to prepay in full

the Local Bonds pursuant to Article VII, the Borrower shall cause the Net Proceeds from any such condemnation award or from title insurance to be applied to the restoration of the System to substantially its condition before the exercise of such power of eminent domain or failure of title. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the Borrower shall pay so much of the cost as may be in excess of such Net Proceeds. If the Net Proceeds are derived from property constituting part of the Project, any balance of such Net Proceeds remaining after payment of the cost of such restoration shall promptly be applied to prepayment of the Local Bonds pursuant to Article VII.

ARTICLE X
SPECIAL COVENANTS

Section 10.1. Maintenance of Existence. The Borrower shall maintain its existence as a "local government" (as defined in the Act) of the Commonwealth of Virginia and, without consent of the Authority and the Board, shall not dissolve or otherwise dispose of all or substantially all of its assets or consolidate or merge with or into another entity. Notwithstanding the foregoing, the Borrower may consolidate or merge with or into, or sell or otherwise transfer all or substantially all of its assets to a political subdivision of the Commonwealth of Virginia, and the Borrower thereafter may dissolve, if the surviving, resulting or transferee political subdivision, if other than the Borrower, assumes, in written form acceptable to the Authority and the Board, all of the obligations of the Borrower contained in the Local Bonds and this Agreement, and there is furnished to the Authority and the Board an Opinion of Counsel acceptable to the Authority and the Board subject to customary exceptions and qualifications, to the effect that such assumption constitutes the legal, valid and binding obligation of the surviving, resulting or transferee political subdivision enforceable against it in accordance with its terms.

Section 10.2. Financial Records and Statements. The Borrower shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs related to the System. The Borrower shall have an annual audit of the financial condition of the Borrower (and at the reasonable request of the Authority, of the System) made by an independent certified public accountant, within one hundred and eighty (180) days after the end of each Fiscal Year. The annual audit shall include a supplemental schedule demonstrating whether the Borrower during such Fiscal Year satisfied the Rate Covenant. The Borrower shall furnish to the Authority copies of such report immediately after it is accepted by the Borrower. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the Borrower's financial position as of the end of such Fiscal Year and the results of the Borrower's operations and changes in the financial position of its funds for the Fiscal Year.

Section 10.3. Certificate as to No Default. The Borrower shall deliver to the Authority, within one hundred and eighty (180) days after the close of each Fiscal Year, a certificate signed by an Authorized Representative stating that, during such year and as of the date of such certificate, no event or condition has happened or existed, or is happening or existing, which constitutes an Event of Default or a Default, or if such an event or condition has

happened or existed, or is happening or existing, specifying the nature and period of such event or condition and what action the Borrower has taken, is taking or proposes to take to rectify it.

Section 10.4. **Additional Indebtedness**. The Borrower shall not incur any indebtedness or issue any bonds, notes or other evidences of indebtedness secured by or payable from a pledge of Revenues, except Subordinate Bonds or Parity Bonds.

Section 10.5. **Parity Bonds**. Provided the Borrower is not in default hereunder, the Borrower may issue bonds, notes or other evidences of indebtedness ("Parity Bonds") ranking on parity with the Local Bonds with respect to the pledge of Revenues to (i) pay Project Costs to complete the Project, (ii) pay the cost of improvements, additions, extensions, replacements, equipment or betterments and of any property, rights or easements deemed by the Borrower to be necessary, useful or convenient for the System, (iii) refund some or all of the Local Bonds, Parity Bonds or Existing Parity Bonds, or (iv) effect some combination of (i), (ii) and (iii); provided in each case the following conditions are satisfied. Except to the extent otherwise consented and agreed to by the Authority in writing, before any Parity Bonds are issued or delivered, the Borrower shall deliver to the Authority the following:

(a) Certified copies of all resolutions and ordinances of the Borrower authorizing the issuance of the Parity Bonds.

(b) A certificate of an appropriate official of the Borrower setting forth the purposes for which the Parity Bonds are to be issued and the manner in which the Borrower will apply the proceeds from the issuance and sale of the Parity Bonds.

(c) If the Parity Bonds are authorized for any purpose other than the refunding of the Local Bonds, Parity Bonds or Existing Parity Bonds, in form and substance satisfactory to the Authority, a certificate of the Consulting Engineer-, or with respect to subsection (iv)(C) below, a certificate, including supporting documentation, of the Qualified Independent Consultant, to the effect that in the opinion of the Consulting Engineer or Qualified Independent Consultant, as applicable, (i) the improvements or property to which the proceeds from the issuance of the Parity Bonds are to be applied will be a part of the System, (ii) the funds available to the Borrower from the issuance of the Parity Bonds and other specified sources will be sufficient to pay the estimated cost of such improvements or property, (iii) the period of time which will be required to complete such improvements or acquire such property, and (iv) (A) the Parity Bond proceeds are necessary to complete the Project, (B) the failure to make such improvements or acquire or construct such property will result in an interruption or reduction of Revenues, or (C) during the first two complete Fiscal Years following completion of the improvements or the acquisition of the property financed with the proceeds of the Parity Bonds, the projected Net Revenues Available for Debt Service (excluding any amounts made available by the County pursuant to the Support Agreement) will equal at least 100% of the amount required during each such Fiscal Year to pay any and all amounts due under the Local Bonds, this Agreement, the Parity Bonds or Existing Parity Bonds, and all other indebtedness of the Borrower secured by or payable from Revenues, including without limitation, indebtedness under leases which are treated as capital leases under generally accepted accounting principles. In providing this certificate, as applicable, the Qualified Independent Consultant may take into consideration future

System rate increases, provided that such rate increases have been duly approved by the governing body of the Borrower and any other person and entity required to give approval for the rate increase to become effective. In addition, the Qualified Independent Consultant may take into consideration additional future revenues of the System to be derived under then existing contractual agreements entered into by the Borrower and from reasonable estimates of growth in the customer base of the Borrower.

(d) If the Parity Bonds are authorized solely to refund the Local Bonds (with the consent of the Authority), Existing Parity Bonds or Parity Bonds, either (i) a certificate, including supporting documentation, of a Qualified Independent Consultant satisfactory to the Authority that the refunding Parity Bonds will have annual debt service requirements in each of the years the Local Bonds, Existing Parity Bonds or Parity Bonds to be refunded would have been outstanding which are lower than the annual debt service requirements in each such year on the Local Bonds, Existing Parity Bonds or Parity Bonds to be refunded, or (ii) a certificate, including supporting documentation, of the Qualified Independent Consultant to the effect that during the first two complete Fiscal Years following the issuance of the refunding Parity Bonds, the projected Net Revenues Available for Debt Service (excluding any amounts made available by the County pursuant to the Support Agreement) will equal at least 100% of the amount required during each such Fiscal Year to pay any and all amounts due under the Local Bonds, this Agreement, the Parity Bonds or Existing Parity Bonds, and all other indebtedness of the Borrower secured by or payable from Revenues, including without limitation, indebtedness under leases which are treated as capital leases under generally accepted accounting principles. In providing the certificate described in clause (ii), the Qualified Independent Consultant may take into account the factors described in the last two sentences of subsection (c) of this Section.

(e) An Opinion of Counsel satisfactory to the Authority subject to customary exceptions and qualifications, approving the form of the resolution authorizing the issuance of the Parity Bonds and stating that its terms and provisions conform with the requirements of this Agreement and that the certificates and documents delivered to the Authority constitute compliance with the provisions of this Section.

Section 10.6. <u>Further Assurances</u>. The Borrower shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, Revenues and other funds pledged or assigned by this Agreement, or as may be required to carry out the purposes of this Agreement. The Borrower shall at all times, to the fullest extent permitted by law, defend, preserve and protect the pledge of the Revenues and other funds pledged under this Agreement and all rights of the Authority and the Board under this Agreement against all claims and demands of all persons.

Section 10.7. <u>Other Indebtedness</u>. The Borrower agrees to pay when due all amounts required by any other bonded indebtedness and to perform all of its obligations in connection therewith.

Section 10.8. Assignment by Borrower. The Borrower may not assign its rights under this Agreement without the prior written consent of the Authority and the Board. If the Borrower desires to assign its rights under this Agreement to another "local government" (as defined in the Act), the Borrower shall give notice of such fact to the Authority and the Board. If the Authority and the Board consent to the proposed assignment, the Borrower may proceed with the proposed assignment, but such assignment shall not become effective until the Authority and the Board are furnished (i) an assumption agreement in form and substance satisfactory to the Authority and the Board by which the assignee agrees to assume all of the Borrower's obligations under the Local Bonds and this Agreement, and (ii) an Opinion of Counsel to the assignee, subject to customary exceptions and qualifications, that the assumption agreement, the Local Bonds and this Agreement constitute legal, valid and binding obligations of the assignee enforceable against the assignee in accordance with their terms and that the assignment and assumption comply in all respects with the provisions of this Agreement. Notwithstanding the foregoing, the assignment of the rights of the Borrower under the Local Bonds and this Agreement or the assumption of the obligations thereunder by the assignee shall in no way be construed as releasing the Borrower's obligations.

Section 10.9. Davis-Bacon Act. The Borrower agrees to comply with the Davis-Bacon Act and related acts, as amended, with respect to the Project and require that all laborers and mechanics employed by contractors and subcontractors for the Project shall be paid wages at rates not less than those prevailing on projects of a similar character, as determined by the United States Secretary of Labor in accordance with Section 1450(e) of the Safe Drinking Water Act and related acts, as amended.

Section 10.10. American Iron and Steel. The Borrower agrees to comply with all federal requirements, including those imposed by the Consolidated Appropriations Act, 2014, P.L. 113-76, and related Drinking Water State Revolving Fund Policy Guidelines, as amended and supplemented and in effect from time to time, with respect to the Project. Such requirements include, among other things, that all iron and steel products used for the Project are to be produced in the United States. The term "iron and steel products" is defined to mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials.

Section 10.11. Recordkeeping and Reporting. The Borrower agrees to comply with all recordkeeping and reporting requirements under the Safe Drinking Water Act and related acts, as amended, including any reports required by a federal agency or the Authority, such as performance indicators of program deliverables, information on costs and progress with respect to the Project. The Borrower acknowledges that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities.

Section 10.12. Service Contracts. The Borrower shall give prompt notice to the Authority of any renewal, extension, amendment, default or termination of any of the Service Contracts. The Borrower shall enforce the terms of such agreements and use its best efforts to ensure that such agreements remain in full force and effect during the term of this Agreement.

~~**Section 10.13. [Waterworks Business Operations Plan and Rate Study**. The Borrower shall provide evidence satisfactory to the Authority and the Department that the Borrower on or before _____, 2020 has presented a final rate study to the Board of Directors of the Borrower and the County Administrator, which rate study shall project and recommend rates for a five-year period commencing with the Fiscal Year ending June 30, 2021 (the "Rate Study") that satisfy the Rate Covenant. The Rate Study shall take into account any proposed debt and future projects of the Borrower. The Borrower shall also promptly provide a copy of the Rate Study to the Authority and the Department. Furthermore, the Borrower shall submit a Waterworks Business Operations Plan to the Department as required by Section 32.1-172 of the Code of Virginia of 1950, as amended, on or before _____, 2020 for review.]~~

~~*[Add language regarding debt service and/or operating reserve]*~~

[Add language regarding control over PSA and County leachate]

ARTICLE XI
DEFAULTS AND REMEDIES

Section 11.1. Events of Default. Each of the following events shall be an "Event of Default":

(a) The failure to pay when due any payment of principal or Cost of Funds, if any, due hereunder or to make any other payment required to be made under the Local Bonds or this Agreement, including payments required to fund the Operating Reserve Fund to the amount of the Required Operating Reserve or restore the balance in the Operating Reserve Fund to the Required Operating Reserve upon any shortfall therein;

(b) The Borrower's failure to perform or observe any of the other covenants, agreements or conditions of the Local Bonds, the Support Agreement or this Agreement and the continuation of such failure for a period of thirty (30) days after the Authority gives the Borrower written notice specifying such failure and requesting that it be cured, unless the Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice is correctable but cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation or other statement by or on behalf of Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of the Local Bonds is false or misleading in any material respect;

(d) [The early termination of the Funding Agreement pursuant to Sections 5.3(b) and (c) thereof;]

(e) The occurrence of a default by the Borrower under the terms of any Subordinate Bonds, Parity Bonds, Existing Parity Bonds or Prior Bonds and the failure to cure such default or obtain a waiver thereof within any period of time permitted thereunder;

(f) An order or decree shall be entered, with the Borrower's consent or acquiescence, appointing a receiver or receivers of the System or any part thereof or of the Revenues thereof, or if such order or decree, having been entered without the Borrower's consent or acquiescence, shall not be vacated, discharged or stayed on appeal within sixty (60) days after the entry thereof;

(g) Any proceeding shall be instituted, with the Borrower's consent or acquiescence, for the purpose of effecting a composition between the Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances secured by or payable from Revenues; or

(h) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Borrower under any federal or state bankruptcy or insolvency law now or hereinafter in effect and, if instituted against the Borrower, is not dismissed within sixty (60) days after filing.

Section 11.2. <u>Notice of Default</u>. The Borrower agrees to give the Authority prompt written notice if any order, decree or proceeding referred to in Section 11.1(f), (g) or (h) is entered or instituted against the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default immediately upon becoming aware of the existence thereof.

Section 11.3. <u>Remedies on Default</u>. Whenever any Event of Default referred to in Section 11.1 shall have happened and be continuing, the Authority shall, in addition to any other remedies provided herein or by law, including rights specified in Section 62.1-237 of the Act, have the right, at its option without any further demand or notice, to take one or both of the following remedial steps:

(a) Declare immediately due and payable all payments due or to become due on the Local Bonds and under this Agreement, and upon notice to the Borrower, the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due on the Local Bonds and under this Agreement, to enforce any other of the Fund's, the Authority's or the Board's rights under this Agreement, or to enforce performance by the Borrower of its covenants, agreements or undertakings contained herein or in the Local Bonds, which the Borrower hereby agrees are assigned to the Authority upon the occurrence of an Event of Default.

Section 11.4. Delay and Waiver. No delay or omission to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Default or Event of Default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Default or Event of Default under this Agreement shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 11.5. State Aid Intercept. The Borrower acknowledges that the Authority may take any and all actions available to it under the laws of the Commonwealth of Virginia, including Section 62.1-216.1 of the Virginia Code, to secure payment of the principal of and Cost of Funds, if any, on the Local Bonds, if payment of such principal or Cost of Funds, if any, shall not be paid when the same shall become due and payable.

ARTICLE XII
MISCELLANEOUS

Section 12.1. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 12.2. Amendments. The Authority and the Borrower, with the written consent of the Department, shall have the right to amend from time to time any of the terms and conditions of this Agreement, provided that all amendments shall be in writing and shall be signed by or on behalf of the Authority and the Borrower; provided, however, that the written consent of the Department shall not be required for the Authority and the Borrower to amend Articles I, V, IX and XI or Sections 8.13, 8.14, 10.4 and 10.5 of this Agreement.

Section 12.3. Limitation of Borrower's Liability. Notwithstanding anything in the Local Bonds or this Agreement to the contrary, the Borrower's obligations are not its general obligations, but are limited obligations payable solely from the Revenues which are specifically pledged for such purpose. Neither the Local Bonds nor this Agreement shall be deemed to create or constitute a debt or a pledge of the faith and credit of the Borrower and the Borrower shall not be obligated to pay the principal of or Cost of Funds, if any, on the Local Bonds or other costs incident thereto except from the Revenues and other funds pledged therefor. In the absence of fraud, no present or future director, official, officer, employee or agent of the Borrower shall be liable personally in respect of this Agreement or the Local Bonds or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement or the Local Bonds.

Section 12.4. **Applicable Law**. This Agreement shall be governed by the applicable laws of Virginia.

Section 12.5. **Severability**. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or Section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Authority and the Borrower, as the case may be, only to the extent permitted by law.

Section 12.6. **Notices**. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the Local Bonds or this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed as follows:

Fund: Virginia Water Supply Revolving Fund
c/o Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219
Attention: Executive Director

Board: Virginia Department of Health
109 Governor Street
Richmond, VA 23219
Attention: State Health Commissioner

Borrower: The Russell County Public Service Authority
137 Highland Drive
Lebanon, Virginia 24266
Attention: Chairman

A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. The Authority, the Board and the Borrower may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 12.7. Right to Cure Default. If the Borrower shall fail to make any payment or to perform any act required by it under the Local Bonds or this Agreement, the Authority without prior notice to or demand upon the Borrower and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by the Authority and all costs, fees and expenses so incurred shall be payable by the Borrower as an additional obligation under this Agreement, together with interest thereon at the rate of interest of five percent (5.0%) per annum until paid. The Borrower's obligation under this Section shall survive the payment of the Local Bonds.

Section 12.8. Headings. The headings of the several articles and sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

Section 12.9. Term of Agreement. This Agreement shall be effective upon its execution and delivery, provided that the Local Bonds previously or simultaneously shall have been executed and delivered. Except as otherwise specified, the Borrower's obligations under the Local Bonds and this Agreement shall expire upon payment in full of the Local Bonds and all other amounts payable by the Borrower under this Agreement.

Section 12.10. Termination of Original Financing Agreements. The Original Financing Agreements heretofore executed between the parties thereto ~~is~~ are cancelled and terminated as of the Closing Date, provided that such cancellation and termination shall not be construed as a waiver, relinquishment or release of any claims, damages, liability, rights of action or causes of action that the parties thereto may have against the other thereunder and that have accrued before the effective date of this Agreement.

Section 12.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

WITNESS the following signatures, all duly authorized.

VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Supply Revolving Fund

By: _____

Title: _____

THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

By: _____

Title: _____

EXHIBIT A

FORM OF LOCAL BONDS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

[To Be Provided]

EXHIBIT B

PROJECT DESCRIPTIONS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

[To Be Provided]

EXHIBIT C

PROJECT BUDGETS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

[To Be Provided]

EXHIBIT D

OPINION OF BORROWER'S BOND COUNSEL
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

[To Come from Borrower's Bond Counsel]

EXHIBIT E

FORM OF REQUISITION
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

~~[To Come~~[LETTERHEAD OF BORROWER]

[Date]

_____, Director
Office of Drinking Water, 6th Floor
Virginia Department of Health
109 Governor Street
Richmond, VA 23219

Re: Virginia Water Supply Revolving Fund
The Russell County Public Service Authority
Loan No. WSL-028-14E; WSL-022-15E

Dear Mr./Ms. _____:

This requisition, Number ___, is submitted in connection with the Master Financing Agreement and Amended and Restated Funding Agreement, each dated as of _____ 1, 2020 (together, the "Agreements") between the Virginia Resources Authority, as Administrator of the Virginia Water Supply Revolving Fund (the "Fund"), and The Russell County Public Service Authority (the "Borrower"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Agreements. The undersigned Authorized Representative of the Borrower hereby requests disbursement of loan proceeds under the Agreements in the amount of $_____, for the purposes of payment of the Project Costs as set forth on Schedule 1 attached hereto.

Attached hereto are invoices relating to the items for which payment is requested.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the payment, or the reimbursement of the Borrower for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition. In addition, the undersigned certifies that the Borrower has conducted adequate oversight for compliance with the Davis-Bacon Act and related acts through (a) the review of payrolls and associated certifications, and (b) the posting of all wage determinations and additional classifications (as appropriate) on the work site, and through this oversight, the Borrower has determined to the best of its ability that the Project complies with the requirements of the Davis-Bacon Act and related acts. The Borrower further certifies that all products included in this request satisfy the appropriate provisions of the American Iron and Steel requirements included in the Agreements.

The undersigned further certifies that (a) no Event of Default or Default has occurred and is

continuing, and no condition exists which, with the passing of time or with the giving of notice or both, would constitute an Event of Default hereunder, and (b) the representations and warranties of the Borrower contained in the Agreements are true, correct and complete and the Borrower has performed all of its obligations thereunder required to be performed as of the date hereof.

This requisition includes an accompanying Certificate of the Consulting Engineer as to the performance of the work.

Sincerely,

_____
(Authorized Representative of the Borrower)

Attachments
cc: VDH Project Engineer (with all attachments)

CERTIFICATE OF THE CONSULTING ENGINEER

FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

Loan No. WSL-028-14E; WSL-022-15E

This Certificate is submitted in connection with Requisition Number ____, dated _____, 20__, submitted by The Russell County Public Service Authority. Capitalization terms used herein shall have the same meanings set forth in Article I of the Agreements referred to in the Requisition.

The undersigned Consulting Engineer for the Borrower hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished to or installed in the Project.

SEAL

_____

_____

_____
[Consulting Engineer]

Date: _____

SCHEDULE 1
VIRGINIA WATER SUPPLY REVOLVING FUND
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

REQUISITION # _____
BORROWER: The Russell County Public Service Authority
LOAN NUMBER: WSL-028-14E; WSL-022-15E

CERTIFYING SIGNATURE: _____
TITLE: _____

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures to Date	Net Balance Remaining

Total Funding Amount $ _____
Previous Disbursements $ _____
This Request $ _____
Loan Proceeds Remaining $ _____

EXHIBIT F

ORIGINAL BONDS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

"Original Bonds" means, collectively, (a) the following bonds issued by the Borrower (the "Russell PSA Bonds"):

(1) $99,775 The Russell County Public Service Authority Water Revenue Bond, Series 2006 (Green Valley Project);

(2) $1,534,941 The Russell County Public Service Authority Revenue Bond, Series 2008A (Big A Mountain Phase II Project);

(3) $325,227 The Russell County Public Service Authority Water Revenue Bond, Series 2010-A (Back Valley—Big A Mountain Interconnection Project);

(4) $1,059,765 The Russell County Public Service Authority Water Revenue Bond, Series 2011-A (Green Valley West Water Line Extension Project);

(5) $103,783 The Russell County Public Service Authority Water Revenue Bond, Series 2011-B (Long Branch/Strouth Creek/Fuller Mt. Water Line Extension Project);

(6) $700,843 The Russell County Public Service Authority Water Revenue Bond, Series 2012-A (New Garden/Finney Water Line Extension Project);

(7) $3,537,000 Water Revenue Refunding Bond, Series 2014;

(8) $93,071 Water Revenue Bond, Series 2015 (Mountain Meadows Line Extension Project);

(9) $294,202 Water Revenue Bond, Series 2016 (iPerl Radio Read Meter Replacement Project);

(10) $445,925 Water Revenue Bond, Series 2016 (Route 656 East Water Line Extension Project);

(11) $197,027 Water Revenue Bond, Series 2017 (Thompson Creek/Tunnel Road Waterline Extension Project); and

(12) $512,023 Water Revenue Bond, Series 2017 (Fincastle Estates Waterline Extension Project);

and (b) the following bonds issued by the County that have been assumed by the Borrower (the "County Bonds"):

(13) $672,000 Russell County Series 1988 Water Revenue Bond (RD Sword's Creek Project);

(14) $900,000 Russell County Sewer Revenue Bond, Series 1996 (RD Dante Project);

(15) $119,530 Russell County, Virginia, Water Revenue Bond, Series 1999 (RD Lynn Springs Project)*;*

(16) $935,690 Russell County Revenue Bond, Series 2001A (Big A Mountain Project);

(17) $1,678,400 Russell County Revenue Bond, Series 2001B (Belfast Project);

(18) $344,477 Russell County Revenue Bond, Series 2001C (Pine Creek Project);

(19) $822,366 Russell County Revenue Bond, Series 2002A (Swords Creek Public Service Authority) (Clark's Valley Project);

(20) $556,538 Russell County Revenue Bond, Series 2005A (Drill Mountain Project);

(21) $91,439 Russell County Revenue Bond, Series 2005B (Clark's Valley—South Extension Water Project);

(22) $1,906,717 Russell County Revenue Bond, Series 2005E (Belfast –Rosedale Project);

(23) $415,518 Russell County Revenue Bond, Series 2006A (Miller Creek/Frank's Hollow/Honeysuckle Lane Project); and

(24) $197,170 Russell County Revenue Bond, Series 2007A (Belfast—Highlands and Yates Project);

and (c) the following bonds issued by Castlewood WSA that have been assumed by the Borrower (the "Castlewood WSA Bonds"):

(25) $350,000 Water Revenue Bond, Series of 2000 (Castlewood Water Project);

(26) $640,000 Water and Sewer Revenue Bond, Series 2001 (Red Oak Ridge Water Project);

(27) $653,250 Water and Sewer Revenue Bond, Series 2002 (Mew Road Water Project);

~~(28) $142,481 Water and Sewer Revenue Bond, Series 2002-B (Dante Sewer Project);~~

(28) ~~(29)~~$661,019 Water and Sewer Revenue Bond, Series 2004 (Carbo/Back Valley Water Project);

(29) ~~(30)~~$937,300 Water Revenue Bond, Series of 2005 (Dante Rehabilitation Water Project);

(30) ~~(31)~~$299,409 Water and Sewer Revenue Bond, Series 2006 (Seven Springs Water Project);

(31) ~~(32)~~$359,813 Water and Sewer Revenue Bond, Series 2008A (Castlewood Heights Water Project);

(32) ~~(33)~~$200,400 Water and Sewer Revenue Bond, Series 2008B (Blue Devil Water Project);

(33) ~~(34)~~$167,012 Water and Sewer Revenue Bond, Series 2010 (Kingland Heights Water Project);

(34) ~~(35)~~$100,000 Water and Sewer Revenue Bond, Series 2011 (Castlewood Phase One Water Project);

(35) ~~(36)~~$325,473 Water and Sewer Revenue Bond, Series 2012 (Route 58/Memorial Drive/Greystone Water Project);

(36) ~~(37)~~$2,200,000 Sewer Revenue Bond, Series of 2013 (Sewer Phase 1A);

(37) ~~(38)~~$163,680 Water and Sewer Revenue Bond, Series 2015 (Upper Bear Wallow Water Project); and

(38) ~~(39)~~$317,151 Water and Sewer Revenue Bond, Series 2016 (Radio Read Meter Replacement and Telemetry Installation Project).

EXHIBIT G

ORIGINAL FINANCING AGREEMENTS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

[To Be Provided]

EXHIBIT H

PRIOR BONDS AND EXISTING PARITY BONDS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

~~[To Be Completed by Borrower's Bond Counsel]~~

Prior Bonds:

None

Existing Parity Bonds:

$672,000 Russell County Series 1988 Water Revenue Bond (RD Sword's Creek Project)

$900,000 Russell County Sewer Revenue Bond, Series 1996 (RD Dante Project)

$119,530 Russell County, Virginia, Water Revenue Bond, Series 1999 (RD Lynn Springs Project)

$350,000 Water Revenue Bond, Series of 2000 (RD Castlewood Water Project)

$937,300 Water Revenue Bond, Series of 2005 (Dante Rehabilitation Water Project)

$2,200,000 Sewer Revenue Bond, Series of 2013 (Sewer Phase 1A)

$23,173.29 Water and Sewer Revenue Bond, Series 2020A

$418,700 Water and Sewer Revenue Bond, Series 2020D

EXHIBIT I

DEBT SERVICE SCHEDULES
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

[To Be Provided]

EXHIBIT J

FORM OF BUDGET
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

(To Be on Borrower's Letterhead)

[Date]

Executive Director
Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219

Dear Mr./Ms. _____:

Pursuant to the Financing Agreement[s] between Virginia Resources Authority and The Russell County Public Service Authority, a copy of the fiscal year [20xx] annual budget is enclosed. Such annual budget provides for the satisfaction of the rate covenant as demonstrated below.

Revenues[1]	**Operation & Maintenance Expense**	**Net Revenues Available for Debt Service** (Revenues – O&M Expense)	**Debt Service**	**Coverage** (Net Revenues Available for Debt Service/Debt Service)

[1] Of the amount set forth here as Revenues, $_____ is derived from a transfer from the County of Russell, Virginia's general fund pursuant to the Support Agreement.

All capitalized terms used herein shall have the meaning set forth in the Financing Agreement[s].

Very truly yours,

By: _____

Its: _____

EXHIBIT K

AMENDED AND RESTATED SUPPORT AGREEMENT
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

THIS AMENDED AND RESTATED SUPPORT AGREEMENT is made as of the first day of _____, 2020, by and among the **BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA** (the "Board"), acting as the governing body of Russell County, Virginia (the "County"), **THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY** (the "Borrower"), and the **VIRGINIA RESOURCES AUTHORITY** (the "Authority"), as Administrator of the **VIRGINIA WATER SUPPLY REVOLVING FUND** (the "Fund") and as purchaser of the Local Bonds, as hereinafter defined, pursuant to a Master Financing Agreement dated as of the date hereof (the "Master Financing Agreement"), between the Authority and the Borrower.

RECITALS:

WHEREAS, the Borrower was created by the Board pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) and owns and operates the System in the County;

WHEREAS, the Borrower has previously issued its bonds as described on Exhibit A (the "Russell PSA Bonds") pursuant to certain financing agreements, between the Authority, as Administrator of the Fund, and the Borrower;

WHEREAS, The Castlewood Water and Sewage Authority ("Castlewood WSA") has previously issued its bonds as described on Exhibit A (the "Castlewood WSA Bonds") pursuant to certain financing agreements, between the Authority, as Administrator of the Fund, and Castlewood WSA;

WHEREAS, the County of Russell, Virginia (the "County") has previously issued its bonds as described on Exhibit A (the "County Bonds") pursuant to certain financing agreements, between the Authority, as Administrator of the Fund, and Castlewood WSA;

WHEREAS, the Borrower desires to amend and restate its obligations with respect to the Russell PSA Bonds, assume the obligations of Castlewood WSA with respect to the Castlewood WSA Bonds and assume the obligations of the County with respect to the County Bonds;

WHEREAS, the Board adopted on ~~_____~~July 6, 2020, a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Board to consider certain appropriations in support of the ~~Castlewood WSA Bonds, the County Bonds and the Russell PSA Bonds (collectively, the "~~Local Bonds~~")~~.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Master Financing Agreement.

2. No later than May 15 of each year, beginning May 15, ~~20—~~2020, the Borrower shall notify the Board of the amount (the "Annual Deficiency Amount") by which the Borrower reasonably expects the Revenues to be insufficient to pay (i) the debt service obligations under the Master Financing Agreement, the Local Bonds and any other indebtedness secured by or payable from the Revenues, including the Existing Parity Bonds set forth on Exhibit H to the Master Financing Agreement, (ii) the Operation and Maintenance Expense, and (iii) the Additional Payments in full as and when due during the County's fiscal year beginning the following July 1.

3. The County Administrator of the County (the "County Administrator") shall include the Annual Deficiency Amount in his budget submitted to the Board for the following fiscal year as an amount to be appropriated to or on behalf of the Borrower. The County Administrator shall deliver to the Authority within ten days after the adoption of the County's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated to or on behalf of the Borrower an amount equal to the Annual Deficiency Amount.

4. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, the Borrower shall notify the County Administrator of the amount of such insufficiency and the County Administrator shall request a supplemental appropriation from the Board in the amount necessary to make such payment.

5. The County Administrator shall present each request for appropriation pursuant to paragraph 5 above to the Board, and the Board shall consider such request, at the Board's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify the Authority as to whether the amount so requested was appropriated. If the Board shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County by the County Administrator for the County's next fiscal year.

6. The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards of Supervisors do likewise.

7. The Board acknowledges that (i) the Authority would not purchase the Local Bonds without the security and credit enhancement provided by this Agreement, and (ii) the Authority is treating this Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), which in the event of a nonpayment hereunder authorizes the Authority to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bonds, the Authority is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the County of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the County for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to the Authority, so as to cure, or cure insofar as possible, such nonpayment.

8. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Borrower, the Authority or to any holder of the Local Bonds or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything herein contained legally bind or obligate the Board to appropriate funds for the purposes described herein.

9. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to ——————————137 Highland Drive, Lebanon, Virginia 24266, Attention: County Administrator, (ii) if to the Borrower, to ——————————137 Highland Drive, Lebanon, Virginia 24266, Attention: Chairman, and (iii) if to the Authority, to 1111 East Main Street, Suite 1920, Richmond, Virginia, 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

10. It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

11. This Agreement shall remain in full force and effect until the Local Bonds and all other amounts payable by the Borrower under the Master Financing Agreement have been paid in full.

12. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed in their respective names as of the date first above written.

BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA

By: _____

Title: _____

THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

By: _____

Title: _____

VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Supply Revolving Fund

By: _____

Title: _____

EXHIBIT A

~~LOCAL~~ ORIGINAL BONDS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

~~[To Be Provided]~~

"Original Bonds" means, collectively, (a) the following bonds issued by the Borrower (the "Russell PSA Bonds"):

(1) $99,775 The Russell County Public Service Authority Water Revenue Bond, Series 2006 (Green Valley Project);

(2) $1,534,941 The Russell County Public Service Authority Revenue Bond, Series 2008A (Big A Mountain Phase II Project);

(3) $325,227 The Russell County Public Service Authority Water Revenue Bond, Series 2010-A (Back Valley—Big A Mountain Interconnection Project);

(4) $1,059,765 The Russell County Public Service Authority Water Revenue Bond, Series 2011-A (Green Valley West Water Line Extension Project);

(5) $103,783 The Russell County Public Service Authority Water Revenue Bond, Series 2011-B (Long Branch/Strouth Creek/Fuller Mt. Water Line Extension Project);

(6) $700,843 The Russell County Public Service Authority Water Revenue Bond, Series 2012-A (New Garden/Finney Water Line Extension Project);

(7) $3,537,000 Water Revenue Refunding Bond, Series 2014;

(8) $93,071 Water Revenue Bond, Series 2015 (Mountain Meadows Line Extension Project);

(9) $294,202 Water Revenue Bond, Series 2016 (iPerl Radio Read Meter Replacement Project);

(10) $445,925 Water Revenue Bond, Series 2016 (Route 656 East Water Line Extension Project);

(11) $197,027 Water Revenue Bond, Series 2017 (Thompson Creek/Tunnel Road Waterline Extension Project); and

(12) $512,023 Water Revenue Bond, Series 2017 (Fincastle Estates Waterline Extension Project);

and (b) the following bonds issued by the County that have been assumed by the Borrower (the "County Bonds"):

(13) $672,000 Russell County Series 1988 Water Revenue Bond (RD Sword's Creek Project);

(14) $900,000 Russell County Sewer Revenue Bond, Series 1996 (RD Dante Project);

(15) $119,530 Russell County, Virginia, Water Revenue Bond, Series 1999 (RD Lynn Springs Project);

(16) $935,690 Russell County Revenue Bond, Series 2001A (Big A Mountain Project);

(17) $1,678,400 Russell County Revenue Bond, Series 2001B (Belfast Project);

(18) $344,477 Russell County Revenue Bond, Series 2001C (Pine Creek Project);

(19) $822,366 Russell County Revenue Bond, Series 2002A (Swords Creek Public Service Authority) (Clark's Valley Project);

(20) $556,538 Russell County Revenue Bond, Series 2005A (Drill Mountain Project);

(21) $91,439 Russell County Revenue Bond, Series 2005B (Clark's Valley—South Extension Water Project);

(22) $1,906,717 Russell County Revenue Bond, Series 2005E (Belfast –Rosedale Project);

(23) $415,518 Russell County Revenue Bond, Series 2006A (Miller Creek/Frank's Hollow/Honeysuckle Lane Project); and

(24) $197,170 Russell County Revenue Bond, Series 2007A (Belfast—Highlands and Yates Project);

and (c) the following bonds issued by Castlewood WSA that have been assumed by the Borrower (the "Castlewood WSA Bonds"):

(25) $350,000 Water Revenue Bond, Series of 2000 (Castlewood Water Project);

(26) $640,000 Water and Sewer Revenue Bond, Series 2001 (Red Oak Ridge Water Project);

(27) $653,250 Water and Sewer Revenue Bond, Series 2002 (Mew Road Water Project);

(28) $661,019 Water and Sewer Revenue Bond, Series 2004 (Carbo/Back Valley Water Project);

(29) $937,300 Water Revenue Bond, Series of 2005 (Dante Rehabilitation Water Project);

(30) $299,409 Water and Sewer Revenue Bond, Series 2006 (Seven Springs Water Project);

(31) $359,813 Water and Sewer Revenue Bond, Series 2008A (Castlewood Heights Water Project);

(32) $200,400 Water and Sewer Revenue Bond, Series 2008B (Blue Devil Water Project);

(33) $167,012 Water and Sewer Revenue Bond, Series 2010 (Kingland Heights Water Project);

(34) $100,000 Water and Sewer Revenue Bond, Series 2011 (Castlewood Phase One Water Project);

(35) $325,473 Water and Sewer Revenue Bond, Series 2012 (Route 58/Memorial Drive/Greystone Water Project);

(36) $2,200,000 Sewer Revenue Bond, Series of 2013 (Sewer Phase 1A);

(37) $163,680 Water and Sewer Revenue Bond, Series 2015 (Upper Bear Wallow Water Project); and

(38) $317,151 Water and Sewer Revenue Bond, Series 2016 (Radio Read Meter Replacement and Telemetry Installation Project).

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF A WATER AND SEWER REVENUE BOND OF THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY IN AN AMOUNT NOT TO EXCEED $23,173.29 AND PROVIDING FOR THE FORM, DETAILS, AND PAYMENT OF THE BOND, AND AUTHORIZING RELATED ACTIONS

The Russell County Public Service Authority (the "Authority") is a public body politic and corporate and a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Water and Waste Authorities Act by the Board of Supervisors of Russell County, Virginia (the "Board of Supervisors").

The Authority is authorized to acquire, construct, operate and maintain a water and sewer system in certain areas of Russell County and to borrow money and to issue its revenue bonds to pay all or part of the cost of such system.

The Authority has determined it necessary and expedient to authorize the assumption of the Castlewood Water and Sewage Authority's $142,481 Water and Sewer Revenue Bond, Series 2002-B (Dante Sewer Project), previously issued and sold to the Virginia Services Authority, as Administrator of the Virginia Water Facilities Revolving Fund, in consideration of the Castlewood Water and Sewage Authority's transfer and conveyance to the Authority of the facilities financed by such debt, and to issue, as evidence of the assumption of such debt, a water and sewer revenue bond of the Authority in a maximum principal amount of $23,173.29.

The Virginia Resources Authority (the "VRA"), as Administrator of the Virginia Water Facilities Revolving Fund, has agreed to the assumption by the Authority of the Castlewood Water and Sewage Authority's $142,481 Water and Sewer Revenue Bond, Series 2002-B (Dante Sewer Project) and the purchase of the Authority's revenue bond upon certain terms and conditions, and the Authority, after mature consideration of the condition of the municipal bond market and other methods of selling its bonds, has determined to satisfy such terms and conditions and award the bond to the VRA.

BE IT RESOLVED BY THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY:

ARTICLE I

Definitions

Section 1.1. Definitions. Whenever used in this resolution, unless a different meaning clearly appears from the context:

"Act" means the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended).

"Authority" means The Russell County Public Service Authority, a public body politic and corporate of the Commonwealth of Virginia duly created pursuant to the Act by the Board of Supervisors of Russell County, Virginia, and by a certificate of incorporation issued by the

State Corporation Commission of Virginia on April 4, 1986, as amended.

"Board of Supervisors" means the Board of Supervisors of the County.

"Bond" means the Authority's water and sewer revenue bond issued pursuant to this resolution.

"Closing Date" means the date on which the Bond is delivered to the VRA upon payment or partial payment of the purchase price for the Bond.

"Consulting Engineer" means the engineering firm or individual engineer as may be employed by the Authority as Consulting Engineer in accordance with the Financing Agreement.

"County" means Russell County, Virginia.

"Financing Assumption Agreement" means the financing agreement executed by the Authority and the VRA in accordance with Section 4.1 of this resolution.

"Fund" means the Virginia Water Facilities Revolving Fund acting by and through the Virginia Resources Authority, its successors and assigns.

"Government" means the United States of America, acting through Rural Utilities Service, United States Department of Agriculture.

"Master Parity Agreement" means the agreement executed by the Authority, the VRA, and the Government dated as of July 1, 2020.

"Maximum Amount" means $23,179.29.

"Parity Bonds" means

1. $672,000 Russell County Series 1988 Water Revenue Bond (RD Sword's Creek Project);
2. $900,000 Russell County Sewer Revenue Bond, Series 1996 (RD Dante Project);
3. $119,530 Russell County, Virginia, Water Revenue Bond, Series 1999 (RD Lynn Springs Project);
4. $350,000 Water Revenue Bond, Series of 2000 (RD Castlewood Water Project);
5. $937,300 Water Revenue Bond, Series of 2005 (Dante Rehabilitation Water Project);
6. $2,200,000 Sewer Revenue Bond, Series of 2013 (Sewer Phase 1A);
7. $6,157,089.73 Water and Sewer Revenue Bond, Series 2020B;
8. $5,901,097.65 Water and Sewer Revenue Bond, Series 2020C; and
9. $418,700 Water and Sewer Revenue Bond, Series 2020D.

"System" means all plants, systems, facilities, equipment or property, of which the Project constitutes the whole or is a part, owned, operated or maintained by the Authority and used in connection with the collection, storage, treatment or distribution of water or the collection or treatment of wastewater.

"Transfer Agreement" means the Transfer Agreement dated as of July 1, 2020 among the Authority, The Castlewood Water and Sewage Authority, and the County.

"VRA" means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia, its successors and assigns, as Administrator of the Fund.

ARTICLE II

Authorization of Project

Section 2.1. The Project. It is determined to be advisable, necessary and expedient for the Authority to assume the obligation to pay the Castlewood Water and Sewage Authority's $142,481 Water and Sewer Revenue Bond, Series 2002-B (Dante Sewer Project), in consideration for the Authority's acquisition of the facilities financed by such bond (the "Project").

ARTICLE III

Authorization, Award, Details, Execution, Form, Registration and Delivery of Bond

Section 3.1. Authorization of Bond. Pursuant to the Act, there is authorized to be issued and sold a water and sewer revenue bond of the Authority in the principal amount not to exceed the Maximum Amount (the "Bond"), as evidence of the assumption by the Authority of the Castlewood Water and Sewage Authority's $142,481 Water and Sewer Revenue Bond, Series 2002-B (Dante Sewer Project).

Section 3.2. Award of Bond. After mature consideration of the methods of sale of such bond and current conditions of the municipal bond market, it is determined that it is in the best interest of the Authority for the Authority to deliver the Bond the VRA in exchange for the Castlewood Water and Sewage Authority (the "CWSA"), with the consent of VRA, transferring to the Authority certain facilities of the CWSA, in accordance with the Transfer Agreement and the Financing Assumption Agreement.

Section 3.3. Details of Bond.

(a) The Bond shall bear an appropriate designation as determined by either of the Chairman or Vice-Chairman of the Authority, each of whom is authorized to provide the designation for the Bond in order to appropriately identify it. The Bond shall be issued as a single, fully registered bond without coupons, shall be dated the Closing Date, shall be numbered R-1, shall bear interest at a rate not to exceed three percent (3.00%) per annum. The principal of and interest on the Bond shall be in the amount and shall be payable semi-annually in the amounts and on the dates established in accordance with subsection (b) below.

(b) Each of the Chairman or Vice-Chairman of the Authority is authorized and directed to determine the principal amount of the Bond and to accept the dates on which, and the amounts in which, principal of and interest on the Bond will be due, as established by the VRA before the Closing Date; provided, however, that the principal amount of the Bond shall not exceed the Maximum Amount, and the final maturity of the Bond shall be no greater than ten (10) years after the Closing Date. The execution and delivery of the Bond as described in Section 3.4 and Section 3.7 of this resolution shall conclusively evidence such principal amount and payment dates and amounts established by VRA as having been so accepted as authorized by this Resolution. Principal of and interest on the Bond shall be payable in lawful money of the United States of America.

Section 3.4. Execution of Bond. The Bond shall be signed by the Chairman or Vice Chairman of the Authority, and the Authority's seal shall be affixed to the Bond and attested by the Authority's Secretary.

Section 3.5. Form of Bond. The Bond shall be in substantially the following form, with such variations, insertions and omissions as shall be consistent with this resolution, the execution and delivery of the Bond constituting conclusive evidence that any variations, insertions and omissions are so consistent:

[To be completed at Closing—Form of Bond only]

No. R-1 $[amount]

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

Water and Sewer Revenue Bond, Series 2020A

Dated [date]

The Russell County Public Service Authority, a political subdivision of the Commonwealth of Virginia (the "Authority"), for value received, promises to pay, solely from the revenues described and pledged in the Financing Agreement, as defined below, to the payment of this Bond, to the order of the Virginia Resources Authority (the "VRA"), as Administrator of the Virginia Water Facilities

Revolving Fund (the "Fund"), or registered assigns, the principal sum equal to the aggregate amount of principal advances shown on the attached Schedule of Principal Advances, but not to exceed the sum of

[amount] DOLLARS
($[amount])

with interest on the unpaid principal from the date of each principal advance shown on the attached Certificate of Principal Advances until payment of the entire principal sum at the annual rate of three percent (3.00%).

The principal of and interest on this Bond shall be due and payable as follows:

Interest only on all amounts disbursed under the Bond shall be due and payable on [date]. Commencing [date], and continuing semi-annually thereafter on [month] 1 and [month] 1 in each year, principal and interest due under the Bond shall be due and payable in equal installments of $[amount], with a final installment of $[amount] due and payable on [date], when if not sooner paid, all amounts due under this Bond shall be due and payable in full. Each installment shall be applied first to payment of interest accrued and unpaid to the payment date and then to principal. If principal advances up to the maximum authorized amount are not made, the principal amount due on this Bond shall not include such undisbursed amount. However, unless the Authority and VRA agree otherwise in writing, until all payments due hereunder shall have been paid in full, less than full disbursement of the maximum authorized amount of this Bond shall not postpone the due date of any semi-annual installment due hereunder or change the amount of such installment unless the principal amount due under this Bond is less than the amount of such installment.

In addition, if any installment of principal of or interest on this Bond is not received by the registered owner of this Bond within ten (10) days from its due date, the Authority shall pay to the registered owner of this Bond a late payment charge in the amount equal to five percent (5.00%) of such overdue installment. Principal of and interest on this Bond are payable in lawful money of the United States.

Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any county, city, town or other political subdivision of the Commonwealth of Virginia are pledged to the payment of the principal of or interest on this Bond.

This Bond has been authorized by a resolution duly adopted by the Authority on July 21, 2020 (the "Bond Resolution") and is issued pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) (the "Act"), and pursuant to the terms of a Financing Assumption Agreement dated as of July 1, 2020 between the VRA, as Administrator of the Virginia Water Facilities Revolving Fund, and the Authority (the "Financing Assumption Agreement") to evidence the assumption of a loan made by the VRA to the Castlewood Water and Sewage Authority (the "CWSA") in consideration of the transfer to the Authority of the CWSA's facilities originally financed by such loan. Reference is made to the Bond Resolution and the Financing Assumption Agreement and any amendments to it for the provisions, among others, describing the pledge and covenants securing this Bond, the nature and extent of the security, the

terms and conditions upon which this Bond is issued, the rights and obligations of the Authority and the rights of the bondholder. Capitalized terms used in this Bond and not otherwise defined have the meanings given them in the Financing Assumption Agreement.

Principal of and interest on this Bond are payable solely from the revenues of the System pledged to the payment of them in the Financing Assumption Agreement and from amounts, if any, received pursuant to the Support Agreement, as defined in the Bond Resolution.

In accordance with the Financing Assumption Agreement, the lien of the pledge of revenues securing the payment of the principal of and interest on this Bond is and shall be on parity with the lien of any pledge of revenues securing the Existing Parity Bonds as defined in the Financing Assumption Agreement.

No notation is required to be made on this Bond of the payment of any principal on normal installment payment dates or of any prepayments of principal. HENCE, THE FACE AMOUNT OF THIS BOND MAY EXCEED THE PRINCIPAL SUM REMAINING OUTSTANDING AND DUE HEREUNDER.

Transfer of this Bond may be registered upon the registration books of the Bond Registrar. Prior to due presentment for registration of transfer the Bond Registrar shall treat the registered owner as the person exclusively entitled to payment of principal of and interest on this Bond and the exercise of all other rights and powers of the owner.

This Bond is subject to optional prepayment to the extent and on the terms set forth in the Financing Agreement.

If an Event of Default (as defined in the Financing Assumption Agreement) occurs, the principal of and interest on this Bond may be declared immediately due and payable by the holder by written notice to the Authority.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal and interest provided for by this Bond, the Authority shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Financing Assumption Agreement.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

IN WITNESS WHEREOF, the Authority has caused this Bond to be signed by the Chairman of the Authority, its seal to be affixed this Bond and attested by the Secretary of the Authority, and this Bond to be dated the date first shown above.

(SEAL)

ATTEST:

[NOT FOR SIGNATURE]	**[NOT FOR SIGNATURE]**
_____	_____
Secretary, The Russell County Public Service Authority	Chairman, The Russell County Public Service Authority

SCHEDULE OF PRINCIPAL ADVANCES

The amount and date of principal advances not to exceed the face amount hereof shall be entered hereon by an authorized officer of the VRA, when the proceeds of each such principal advance are delivered to the Authority.

Amount	Date	Authorized Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

[End of Bond Form]

Upon request of the VRA, the Authority shall arrange to have prepared, executed, authenticated and delivered in exchange as soon as practicable bonds in printed form in an aggregate principal amount equal to the unpaid principal of the Bond in typewritten form, in denominations of $5,000 and multiples of $5,000, except for one bond which may be issued in an odd denomination of not less than $5,000, of the same form and maturity and registered in such names as requested by the VRA or its duly authorized attorney or legal representative. The typewritten bond surrendered in any such exchange shall be canceled.

Section 3.6. Registration and Exchange of Bond. Transfer of the Bond may be registered upon books maintained for that purpose at the office of the Registrar. Prior to due presentment for registration of transfer the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and the exercise of all other rights and powers of the owner.

Section 3.7. Delivery of Bond. The Chairman and Vice Chairman and the Secretary of the Authority are authorized and directed to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver the Bond to the VRA in accordance with the terms of the Financing Assumption Agreement.

Section 3.8. Mutilated, Lost, Stolen or Destroyed Bond. If the Bond has been mutilated, lost, stolen, or destroyed, the Authority shall execute and deliver a new Bond of like date and tenor

in exchange and substitution for, and upon delivery to the Treasurer and cancellation of, such mutilated Bond, or in lieu of and in substitution for such lost, stolen, or destroyed Bond; provided, however, that the Authority shall execute, authenticate, and deliver a new Bond only if its registered owner has paid the reasonable expenses and charges of the Authority in connection therewith and, in the case of a lost, stolen, or destroyed Bond (i) has filed with the Registrar evidence satisfactory to him or her that such Bond was lost, stolen, or destroyed and that the holder of the Bond was its registered owner and (ii) has furnished to the Authority indemnity satisfactory to the Registrar. If the Bond has matured, instead of issuing a new Bond, the Authority may pay the Bond without surrender upon receipt of the aforesaid evidence and indemnity.

ARTICLE IV

Financing Agreement, Support Agreement, Master Parity Agreement, and Revenues

Section 4.1. Authorization of Financing Agreement, Support Agreement, Master Parity Agreement, and Other Matters. The Financing Assumption Agreement between the VRA and the Authority (the "Financing Assumption Agreement"), the Support Agreement among the Authority, the County, and the VRA, and the Master Parity Agreement (collectively, the "Financing Documents"), the forms of which have been presented to the Authority at this meeting and filed with the records of the Authority, are approved. Each of the Chairman and Vice-Chairman of the Authority is authorized to execute and deliver on behalf of the Authority the Financing Documents in substantially the forms submitted to the Authority, with such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman, whose approval shall be evidenced conclusively by the execution and delivery of each of the Financing Documents. The Chairman, the Vice-Chairman, the Secretary and any other officer of the Authority are authorized to execute and deliver on behalf of the Authority such other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this resolution or contemplated by the Bond, and the Financing Documents, and all of the foregoing, previously done or performed by such officers of the Authority, are in all respects approved, ratified and confirmed.

Section 4.2. Pledge of Revenues. To the extent and on the terms provided in the Financing Assumption Agreement, revenues derived from the System shall be pledged to the payment of the principal of and interest on the Bond. Such pledge shall be on parity with the pledge of such revenues securing the payment of the Parity Bonds.

Section 4.3 Transfer Agreement. The Authority confirms its approval of the Transfer Agreement, the form of which has been presented to the Authority at this meeting and filed with the records of the Authority. Each of the Chairman and Vice-Chairman of the Authority is authorized to execute and deliver on behalf of the Authority the Transfer Agreement in substantially the form submitted to the Authority, with such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman, whose approval shall be evidenced conclusively by the execution and delivery of the Transfer Agreement. The Chairman, the Vice-Chairman, the Secretary and any other officer of the Authority are authorized to execute and deliver on behalf of the Authority such other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this resolution or contemplated by the Transfer Agreement, and all of the foregoing, previously done or performed by

such officers of the Authority, are in all respects approved, ratified and confirmed.

ARTICLE V

Miscellaneous

Section 5.1. Contract with Bondholder. The provisions of this resolution shall constitute a contract between the Authority and the holder of the Bond for so long as the Bond is outstanding.

Section 5.2. Authority of Officers and Agents. The officers and agents of the Authority shall do all acts and things required of them by this resolution, the Bond, the Financing Agreement, the Support Agreement, and the Act for the complete and punctual performance of all the terms, covenants and agreements contained therein.

Section 5.3. Limitation of Rights. Nothing expressed or mentioned in or to be implied from this resolution or the Bond is intended or shall be construed to give to any person or company other than the parties hereto and the holder of the Bond any legal or equitable right, remedy or claim under or in respect to this resolution or any covenants, conditions and agreements herein contained; this resolution and all of the covenants, conditions and agreements hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the holder of the Bond as herein provided.

Section 5.4. Limitation of Liability of Officials of Authority. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the Authority in his individual capacity, and neither the members of the Authority nor any officer thereof executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No member, officer, employee or agent of the authority shall incur any personal liability with respect to any other action taken by him pursuant to this resolution or the Act, provided he acts in good faith.

Section 5.5. Trust Funds. In accordance with Section 15.2-5140 of the Act, any officer to whom, or any bank, trust company or other fiscal agent to which, moneys received pursuant to the Act are paid shall act as trustee of such moneys and shall hold and apply the same for the purposes provided in the Act, subject to such regulations as this resolution or the Financing Agreement may provide.

Section 5.6. Conditions Precedent. Upon the issuance of the Bond, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this resolution to happen, exist and to be performed precedent to or in the issuance of such Bond shall have happened, exist and have been performed.

Section 5.7. Severability. If any court of competent jurisdiction shall hold any provision of this resolution to be invalid or unenforceable, such holding shall not invalidate any other provision of this resolution.

Section 5.8. Successors and Assigns. All the covenants, stipulations, promises and agreements of the Authority contained in this resolution shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 5.9. Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

Section 5.10 Filing of Resolution. The Secretary of the Authority is directed to file a certified copy of this resolution with the Circuit Court of Russell County, Virginia, pursuant to Section 15.2-5126 of the Act.

Section 5.11. Effective Date. This resolution shall take effect immediately.

* * *

The undersigned Secretary of The Russell County Public Service Authority (the "Authority"), certifies that the foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Authority held on July __, 2020. I further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing resolution as follows:

Member	**Attendance**	**Vote**
Carter McGlothlin, Chair		
Clifford Hess, Vice-Chair		
Chris Dye		
Terry Powers		
Joe Huff		
David Edmonds, Jr.		

WITNESS MY HAND and the seal of The Russell County Public Service Authority, this __ day of July, 2020.

(SEAL)

_____

Secretary, The Russell County Public Service Authority

#13164201
016049.0009

TRANSFER AGREEMENT

This Transfer Agreement is dated as of the ___ day of July, 2020, by and between **THE CASTLEWOOD WATER AND SEWAGE AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the CWSA), **RUSSELL COUNTY**, **VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the County), and **THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY,** a political subdivision of the Commonwealth of Virginia (the RCPSA).

The CWSA has been created pursuant to the Virginia Water and Waste Authorities Act (the Act) for the purpose of acquiring, operating and maintaining a water and sewer system in Russell County, Virginia.

The CWSA has owned and operated a water and sewer system in the County (the CWSA System).

The CWSA has financed the cost of the System through the issuance by the CWSA of its Bonds, see Exhibit A, to the United States of America (the Government) and to the Virginia Resources Authority, as Administrator of the Virginia Water Supply Revolving Fund (the VRA).

The County also currently owns and operates a water and sewer System in the County (the County System).

The County has financed the cost of the County System through the issuance by the County of its Bonds, see Exhibit A, to the United States of America (the Government) and to the Virginia Resources Authority, as Administrator of the Virginia Water Supply Revolving Fund, and as Administrator of the Virginia Water Facilities Revolving Fund (the VRA).

The RCPSA has been created pursuant to the Act for the purpose of acquiring, operating and maintaining a water and sewer system in Russell County, Virginia.

The RCPSA currently owns and operates a water and sewer system in the County (the RCPSA System).

The RCPSA has financed the cost of the System through the issuance by the RCPSA of its Bonds, see Exhibit A, to the Virginia Resources Authority, as Administrator of the Virginia Water Supply Revolving Fund (the VRA).

The CWSA joined the RCPSA by Certificate of Joinder issued June 24, 2019, under which process it was agreed the CWSA System would be transferred to the RCPSA and the CWSA Bonds would be assumed by the RCPSA.

In connection with the refinancing of the CWSA Bonds and the County Bonds by the RCPSA's assumption thereof, the CWSA and the County now wish to provide for the

transfer of the CSWA System and the County System to the RCPSA, the assumption by the RCPSA of the payment and performance of obligations of the CWSA with respect to the CSWA System, the assumption by the RCPSA of the payment and performance of obligations of the County with respect to the County System, and the assumption by the RCPSA of the obligations of the CWSA and the County under the CWSA Bonds and the County Bonds, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived hereunder, the parties agree as follows:

1. On the terms and conditions set forth in this Agreement, the CWSA transfers to the RCPSA, and the RCPSA accepts from the CWSA, all the assets, funds and real and personal properties of the CWSA (the "CWSA Assets") including but not limited to the following:

a. All plants, facilities, pump stations, intakes, mains, laterals, meters, valves and equipment constituting a part of, or used or usable in connection with, the CWSA System;

b. The parcels of real estate or interests therein described in the instruments listed on the attached Exhibit B, and all improvements thereon;

c. All real property rights, easements, and appurtenances;

d. All rights for money due or to become due in connection with services provided by the CWSA System and all funds or reserves, and all moneys therein, held by the CWSA in connection with the CWSA Bonds or the CWSA System;

e. All inventory and supplies;

f. All rights under the CWSA's contracts, commitments, orders, agreements or other material arrangements existing in connection with the ongoing operation of the CWSA System, and all material manufacturer, supplier or contractor warranties or guarantees respecting the CWSA System:

g. All licenses, permits and other governmental authorizations to operate the CWSA System as presently operated (the "Permits");

h. All books and records; provided, however, that the CWSA shall have the right and privilege to retain and use such books and records until its final audit is completed;

i. All equipment, vehicles and trailers; and

j. All the CWSA's right and interest to and in customer deposits, if any.

2. On the terms and conditions set forth in this Agreement, the County transfers to the RCPSA, and the RCPSA accepts from the County, all the assets, funds and real and personal properties of the County (the "County Assets") including but not limited to the following:

a. All plants, facilities, pump stations, intakes, mains, laterals, meters, valves and equipment constituting a part of, or used or usable in connection with, the County System;

b. The parcels of real estate or interests therein described in the instruments listed on the attached Exhibit C, and all improvements thereon;

c. All real property rights, easements, and appurtenances;

d. All rights for money due or to become due in connection with services provided by the County System and all funds or reserves, and all moneys therein, held by the County in connection with the County Bonds or the County System;

e. All inventory and supplies;

f. All rights under the County's contracts, commitments, orders, agreements or other material arrangements existing in connection with the ongoing operation of the County System, and all material manufacturer, supplier or contractor warranties or guarantees respecting the County System:

g. All licenses, permits and other governmental authorizations to operate the County System as presently operated (the "Permits");

h. All books and records; provided, however, that the County shall have the right and privilege to retain and use such books and records until its final audit is completed;

i. All equipment, vehicles and trailers; and

j. All the County's right and interest to and in customer deposits, if any.

3. In consideration for the transfer of the CWSA Assets to it, the RCPSA shall (a) assume obligations of the CWSA (including the obligations under the CWSA Bonds), all pursuant to a Lenders' Assumption and Parity Agreement, substantially in the form attached hereto as Exhibit D. (the "Lenders' Agreement") to be executed at later date.

4. In consideration for the transfer of the County Assets to it, the RCPSA shall (a) assume obligations of the County (including the obligations under the County Bonds), all pursuant to the Lenders' Agreement.

5. The transfer of the CWSA Assets and the County Assets shall take place on or before December 17, 2019, in Virginia, or on such other date and at such other place as the parties may designate by written agreement. The parties recognize and agree that for a reasonable period following the closing, the County may remain in control of the billing and collection operations and facilities in order to complete its last billing cycle, apply customer deposits to outstanding bills and then transfer the remaining funds to the County.

6. Except as specifically set forth in this Agreement, the CWSA and the County each make no representation or warranty, express or implied, whether of merchantability, fitness for a particular purpose or otherwise as to any item or document to be conveyed or assigned hereunder, and the RCPSA will make and rely on its own inspection of the tangible personal property and will accept it in "as is, where is" condition.

7. The CWSA represents and warrants to the RCPSA:

7.1 Organization of CWSA. The CWSA is duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full corporate power and CWSA to own and operate the Assets.

7.2 Authorization. The CWSA has full corporate power and the CWSA to enter into this Agreement, to consummate the contemplated transactions and to perform its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the contemplated transactions have been duly authorized by all requisite corporate action. This Agreement has been duly executed and delivered by the CWSA and is a valid and binding obligation of the CWSA, enforceable against it in accordance with its terms.

7.3 Title to Property. Except as expressly disclosed in writing to the RCPSA, the CWSA has done nothing to adversely affect good and marketable title to the Assets or to impose on the Assets any security interest or other encumbrance, lien, charge or restriction of any kind or character.

7.4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (a) a material violation of or a conflict with any provision of the Certificate of Incorporation or Bylaws of the CWSA, or (b) a material violation by the CWSA of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree, or award, or any event which with notice, lapse of time, or both, would result in any such material violation.

7.5 Audited Financial Statements; Books and Records. The audited financial statements for the period ending June 30, 2019, fairly present the financial condition of the CWSA as of the date thereof and reflect all known claims against and all debts and liabilities of the CWSA. The books and records of the CWSA are in all material respects true, complete, correct and up to date and have been maintained in accordance with reasonable business practice.

7.6 Material Contracts. Currently, there are no outstanding leases, contracts, agreements or other undertakings relating to the Sewer System, to which the CWSA is a party or to which any of the properties of the CWSA is subject (the "Contracts").

7.7 Absence of Undisclosed Liabilities. The CWSA has no material liability or obligation, secured or unsecured, whether accrued, absolute, contingent or otherwise, known or unknown, except as disclosed on Exhibit A.

7.8 Documents. The CWSA is not subject to, or a party to, any existing charter, bylaw, mortgage, lien, lease, license, permit, agreement, contract, instrument, order, judgment or decree, or any other restriction of any kind or character which materially adversely affects the CWSA System or the CWSA Assets, or which would prevent consummation of the transactions contemplated by this Agreement, compliance by the CWSA with the terms, conditions and provisions hereof.

7.9 Litigation and Compliance Matters. The CWSA (a) is not engaged in or a party to, or to the knowledge of the CWSA threatened with, any legal action or other proceeding before any court, arbitration or other tribunal or administrative agency, (b) has not been charged with and, to the knowledge of the CWSA, is not under investigation with respect to any charge concerning, any violation of any law or administrative regulation in respect of its System and (c) is not in default under or in violation of any judgment, order, decree, regulation or rule of any court of governmental CWSA applicable to it. The CWSA is not subject to any existing judgment, order or decree entered in any lawsuit or proceeding which may have an adverse effect on any of its operations, business practices or on its ability to acquire any property or conduct business in any area.

7.10 Environmental Conditions. To the best of CWSA's knowledge, the CWSA is in compliance with all federal, state and local laws, regulations, ordinances, decrees, rules, orders and notices relating to the environment and applicable in any way to the CWSA and/or to the System. To the best of CWSA's knowledge, there are no adverse environmental conditions or liabilities affecting the Assets, the System or the CWSA, or any other property leased or used by CWSA, including, but not limited to, any related to the use, treatment, storage, release, or disposal of petroleum products or hazardous or toxic substances, materials, pollutants, wastes or contaminants. To the knowledge of the CWSA, there are no underground storage tanks located in any real property owned by the CWSA.

7.11 Governmental Regulations; Permits; Licenses; Franchises, Etc. All Permits are in full force and effect, valid and outstanding. The CWSA has complied with all of the terms and conditions under which each is held or has been granted a waiver or variance and no event has occurred which permits or, upon the giving of notice or the lapse of time or otherwise, would permit the revocation or termination of any of the foregoing or would materially adversely affect the rights of the CWSA thereunder. To the best knowledge of the CWSA, there are no other permits required by the CWSA to conduct its System. No Permit has ever been revoked, canceled or suspended or the subject of any investigation or proceeding for the suspension, revocation or cancellation thereof.

8. The County represents and warrants to the RCPSA:

8.1 Authorization. The County has full corporate power and authority to enter into this Agreement, to consummate the contemplated transactions and to perform its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the contemplated transactions have been duly authorized by all requisite corporate action. This Agreement has been duly executed and delivered by the County and is a valid and binding obligation of the County, enforceable against it in accordance with its terms.

8.2 Title to Property. Except as expressly disclosed in writing to the RCPSA, the County has done nothing to adversely affect good and marketable title to the Assets or to impose on the Assets any security interest or other encumbrance, lien, charge or restriction of any kind or character.

8.3 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a material violation by the County of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree, or award, or any event which with notice, lapse of time, or both, would result in any such material violation.

8.4 Audited Financial Statements; Books and Records. The audited financial statements for the period ending June 30, 2019, fairly present the financial condition of the County as of the date thereof and reflect all known claims against and all debts and liabilities of the County. The books and records of the County are in all material respects true, complete, correct and up to date and have been maintained in accordance with reasonable business practice.

8.5 Material Contracts. Currently, there are no outstanding leases, contracts, agreements or other undertakings relating to the Sewer System, to which the County is a party or to which any of the properties of the County is subject (the "Contracts").

8.6 Absence of Undisclosed Liabilities. The County has no material liability or obligation, secured or unsecured, whether accrued, absolute, contingent or otherwise, known or unknown as it applies to the assets contemplated herein, except as disclosed on Exhibit A.

8.7 Documents. The County is not subject to, or a party to, any existing charter, bylaw, mortgage, lien, lease, license, permit, agreement, contract, instrument, order, judgment or decree, or any other restriction of any kind or character which materially adversely affects the County System or the County Assets, or which would prevent consummation of the transactions contemplated by this Agreement, compliance by the County with the terms, conditions and provisions hereof.

8.8 Litigation and Compliance Matters. The County is currently involved in litigation in Russell County Circuit Court regarding the assessment of machine and tool tax pertaining to a local company. The pending litigation is unrelated to any of the obligations and assets contained in this agreement. Notwithstanding the above, the County (a) is not engaged in or a party to, or to the knowledge of the County threatened with, any legal action or other proceeding before any court, arbitration or other tribunal or administrative agency, (b) has not been charged with and, to the knowledge of the County, is not under investigation with respect to any charge concerning, any violation of any law or administrative regulation in respect of its System and (c) is not in default under or in violation of any judgment, order, decree, regulation or rule of any court of governmental authority applicable to it. The County is not subject to any existing judgment, order or decree entered in any lawsuit or proceeding which may have an adverse effect on any of its operations, business practices or on its ability to acquire any property or conduct business in any area.

8.9 Environmental Conditions. To the best of County's knowledge, the County is in compliance with all federal, state and local laws, regulations, ordinances, decrees, rules, orders and notices relating to the environment and applicable in any way to the County and/or to the County System. To the best of the County's knowledge, there are no adverse environmental conditions or liabilities affecting the County Assets, the County System or any other property leased or used by the County in connection with the County Assets. To the knowledge of the County, there are no underground storage tanks located in any real property owned by the County.

8.10 Governmental Regulations; Permits; Licenses; Franchises, Etc. All Permits are in full force and effect, valid and outstanding. The County has complied with all of the terms and conditions under which each is held or has been granted a waiver or variance and no event has occurred which permits or, upon the giving of notice or the lapse of time or otherwise, would permit the revocation or termination of any of the foregoing or would materially adversely affect the rights of the County thereunder. To the best knowledge of the County, there are no other permits required by the County to conduct the County System. No Permit has ever been revoked, canceled or suspended or the subject of any investigation or proceeding for the suspension, revocation or cancellation thereof.

9. At the closing, the parties shall perform the following actions:

a. The CWSA shall sell, convey and transfer to the RCPSA the CWSA Assets by delivering to the RCPSA such bills of sale, special warranty deeds and assignments as may be necessary or desirable to transfer them to the RCPSA, free and clear of all liens and encumbrances created by the CWSA.

b. The County shall sell, convey and transfer to the RCPSA the County Assets by delivering to the RCPSA such bills of sale, special warranty deeds and assignments as may be necessary or desirable to transfer them to the RCPSA, free and clear of all liens and encumbrances created by the County.

c. The CWSA, the County, the RCPSA, the Government and the VRA shall execute and deliver the Lenders' Agreement.

d. Title Opinion

e. Counsel Closing Opinions

f. Each instrument of conveyance will contain the following covenant:

> The property described herein was obtained or improved with Federal financial assistance and is subject to the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title 9 of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and other similarly worded Federal statutes, and the regulations issued pursuant thereto that prohibit discrimination on the basis of race, color, national origin, handicap, religion, age, or sex in programs or activities receiving Federal financial assistance. Such provisions apply for as long as the property continues to be used for the same or similar purposes for which the Federal assistance was extended, or for so long as the purchaser owns it, whichever is later.

10. For a reasonable time following the closing hereunder until the CWSA is dissolved, the CWSA will assist the RCPSA in connection with the orderly transfer of the

operation of the CWSA System and the billing and collecting for the services of the CWSA System. The County will also continue to assist the RCPSA in connection with the orderly transfer of the operation of any County Systems and the billing and collecting for the services of the County.

12. 11. Leachate Service Agreement The County and the RCPSA agree to enter into a Leachate Service Agreement pursuant to which the RCPSA will treat County leachate from its landfill operations at the Dante Sewer Treatment Plant. The RCPSA will ensure that the required licenses and permits are obtained and remain in place to handle such leachate treatment. In addition, the RCPSA agrees to permit the County to jointly manage the employment of any individuals that are responsible for the treatment of the County leachate at the Dante Sewer Treatment Plant. Each party agrees that it shall, upon the request of the other, execute and deliver such further documents (in the form and substance reasonably acceptable to the requesting party) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this Agreement.

13. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals:

CWSA

(SEAL)

By: _____
Name: Title: Chairman

Attest:

_____
Secretary

Russell County

(SEAL)

By: _____
Name:
Title: Chairman, Board of Supervisors

Attest:

_____
Clerk

RCPSA

(SEAL)

By: _____
Name:
Title: Chairman

Attest:

_____
Secretary

List of Attachments:

Exhibit A - Outstanding Obligations of CWSA, RCPSA and Russell County
Exhibit B - Deed from CWSA to RCPSA
Exhibit C - Deed from RCBOS to RCPSA
Exhibit D – Lender's Agreement
Schedules

KC Draft: 08/12/2019

FINANCING AGREEMENT

dated as of _____ 1, 2019

BETWEEN

VIRGINIA RESOURCES AUTHORITY,

as Administrator of the
Virginia Water Supply Revolving Fund

AND

THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

Virginia Resources Authority
Virginia Water Supply Revolving Fund

Loan No. WSL-020-18

Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT is made as of this first day of _____, 2019, between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the "Authority"), as Administrator of the **VIRGINIA WATER SUPPLY REVOLVING FUND**, and **THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Virginia (the "Borrower").

Pursuant to Chapter 23, Title 62.1 of the Code of Virginia (1950), as amended (the "Act"), the General Assembly created a permanent and perpetual fund known as the "Virginia Water Supply Revolving Fund" (the "Fund"). In conjunction with the Board of Health, the Authority administers and manages the Fund. From the Fund, the Authority from time to time makes loans to and acquires obligations of local governments in Virginia to finance or refinance the costs of water supply facilities within the meaning of Section 62.1-233 of the Act.

The Borrower has requested a loan from the Fund and will evidence its obligation to repay such loan by the Local Bond the Borrower will issue and sell to the Authority, as Administrator of the Fund. The Borrower will use the proceeds of the sale of the Local Bond to the Authority to finance that portion of the Project Costs not being paid from other sources, all as further set forth in the Project Budget.

ARTICLE I
DEFINITIONS

Section 1.1. **Definitions**. The capitalized terms contained in this Agreement and not defined above shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

"Additional Payments" means the payments required by Section 6.2.

"Agreement" means this Financing Agreement between the Authority and the Borrower, together with any amendments or supplements hereto.

"Annual Administrative Fee" means the portion of the Cost of Funds specified in Section 6.1(a)(ii) payable as an annual fee for administrative and management services attributable to the Local Bond.

"Authorized Representative" means any member, official or employee of the Borrower authorized by resolution, ordinance or other official act of the governing body of the Borrower to perform the act or sign the document in question.

"Board" means the Virginia Board of Health.

"Closing Date" means the date of the delivery of the Local Bond to the Authority, as Administrator of the Fund.

"Commitment Letter" means the commitment letter from the Authority to the Borrower, dated _____, 2019, and all extensions and amendments thereto.

"Consulting Engineer" means the engineer or firm of independent consulting engineers of recognized standing and experienced in the field of sanitary engineering and registered to do business in Virginia which is designated by the Borrower from time to time as the Borrower's consulting engineer in accordance with Section 4.5 in a written notice to the Authority. Such individual or firm shall be subject to the reasonable approval of the Authority. Unless and until the Authority notifies the Borrower otherwise, any of the Borrower's employees that are licensed and registered as professional engineers in the Commonwealth of Virginia may serve as Consulting Engineer under this Agreement.

"Cost of Funds" means interest, including the part thereof allocable to the Annual Administrative Fee, payable as set forth in Section 6.1.

"County" means the County of Russell, Virginia.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Department" means the Virginia Department of Health.

"Event of Default" shall have the meaning set forth in Section 11.1.

"Existing Parity Bonds" means any of the Borrower's bonds, notes or other evidences of indebtedness, as further described on Exhibit F, that on the date of the Local Bond's issuance and delivery were secured by or payable from a pledge of Revenues on a parity with the pledge of Revenues securing the Local Bond.

"Fiscal Year" means the period of twelve months established by the Borrower as its annual accounting period.

"Funding Agreement" means the Funding Agreement, dated as of the date hereof, between the Authority, as Administrator of the Fund, and the Borrower.

"Local Bond" means the bond in substantially the form attached to this Financing Agreement as Exhibit A issued by the Borrower to the Authority, as Administrator of the Fund, pursuant to this Agreement.

"Local Bond Proceeds" means the proceeds of the sale of the Local Bond to the Authority, as Administrator of the Fund, pursuant to this Agreement.

"Local Resolution" means all resolutions or ordinances adopted by the governing body of the Borrower approving the transactions contemplated by and authorizing the execution and delivery of this Agreement and the Transfer Agreement and the execution, issuance and delivery of the Local Bond.

"Net Proceeds" means the gross proceeds from any insurance recovery or condemnation award remaining after payment of attorneys' fees and expenses of the Authority and all other expenses incurred in the collection of such gross proceeds.

"Net Revenues Available for Debt Service" means the Revenues less amounts necessary to pay Operation and Maintenance Expense.

"Operation and Maintenance Expense" means the costs of operating and maintaining the System determined pursuant to generally accepted accounting principles, exclusive of (i) interest on any debt secured by or payable from Revenues, (ii) depreciation and any other items not requiring the expenditure of cash, (iii) any amounts expended for capital replacements, repairs and maintenance not recurring annually or reserves therefor, and (iv) reserves for administration, operation and maintenance occurring in the normal course of business.

"Opinion of Counsel" means a written opinion of recognized bond counsel, acceptable to the Authority.

"Parity Bonds" means bonds, notes or other evidences of indebtedness of the Borrower issued under Section 10.5.

"Prior Bonds" means any of the Borrower's bonds, notes or other evidences of indebtedness, as further described in Exhibit F, that on the date of the Local Bond's issuance and delivery were secured by or payable from a pledge of Revenues all or any portion of which was superior to the pledge of Revenues securing the Local Bond.

"Project" means the particular project described in Exhibit B, the costs of the construction, acquisition or equipping of which are to be financed or refinanced in whole or in part with the Local Bond Proceeds.

"Project Budget" means the budget for the financing or the refinancing of the Project, a copy of which is attached to this Agreement as Exhibit C, with such changes therein as may be approved in writing by the Authority.

"Project Costs" means the costs of the construction, acquisition or equipping of the Project, as further described in the Project Budget, and such other costs as may be approved in writing by the Authority, provided such costs are permitted by the Act.

"Qualified Independent Consultant" shall mean an independent professional consultant having the skill and experience necessary to provide the particular certificate, report or approval required by the provision of this Agreement in which such requirement appears, including without limitation a Consulting Engineer, so long as such individual is not an employee of the

Borrower, and an independent certified public accountant or firm of independent certified public accountants. Such individual or firm shall be subject to the reasonable approval of the Authority.

"Revenues" means (i) all rates, fees, rentals, charges and income properly allocable to the System in accordance with generally accepted accounting principles or resulting from the Borrower's ownership or operation of the System, excluding customer and other deposits subject to refund until such deposits have become the Borrower's property, (ii) the proceeds of any insurance covering business interruption loss relating to the System, (iii) interest on any money or securities related to the System held by or on behalf of the Borrower, (iv) amounts that may be appropriated for and paid to the Borrower by the County under the Support Agreement or otherwise, and (v) any other income from other sources pledged by the Borrower to the payment of its Local Bond.

"Service Contracts" means the Agreement for Sale and Purchase of Water dated May 6, 2014, between the Borrower and the Buchanan County Public Service Authority; Water Sale Agreement dated July 8, 2015, between the Borrower and the Town of Honaker, Virginia; Agreement for the Bulk Sales of Water dated March 14, 2002, between the Borrower and the Town of Lebanon, Virginia; Agreement for the Bulk Sale of Water dated June 11, 2001, between the Borrower and the Tazewell County Public Service Authority; and Contract for Sale of Water dated October 3, 2013, between the Borrower and the Washington County Service Authority [ADD ANY SERVICE CONTRACTS TRANSFERRED FROM CASTLEWOOD WSA].

"Subordinate Bonds" means bonds, notes or other evidences of indebtedness of the Borrower described on Exhibit F, secured by or payable from a pledge of Revenues expressly made subordinate to the pledge of Revenues securing the payment of the Local Bond.

"Support Agreement" means the Support Agreement, dated the date hereof, among the Borrower, the Authority and the County, substantially in the form of Exhibit H hereto.

"System" means all plants, systems, facilities, equipment or property, including but not limited to the Project, owned, operated or maintained by the Borrower and used in connection with the collection, supply, treatment, storage or distribution of water or the collection or treatment of wastewater as the same may from time to time exist.

"Transfer Agreement" means the Transfer Agreement dated as of _____, 2019, between the Borrower and _____.

Section 1.2. Rules of Construction. The following rules shall apply to the construction of this Agreement unless the context requires otherwise:

(a) Singular words shall connote the plural number as well as the singular and vice versa.

(b) All references in this Agreement to particular Sections or Exhibits are references to Sections or Exhibits of this Agreement unless otherwise indicated.

(c) The headings and table of contents as used in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

ARTICLE II
REPRESENTATIONS

Section 2.1. Representations by Borrower. The Borrower makes the following representations as the basis for its undertakings under this Agreement:

(a) The Borrower is a duly created and validly existing "local government" (as defined in Section 62.1-233 of the Act) of the Commonwealth of Virginia and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Borrower has full right, power and authority to (i) adopt the Local Resolution and execute and deliver this Agreement, the Support Agreement, the Transfer Agreement and the other documents related thereto, (ii) issue, sell and deliver the Local Bond to the Authority, as Administrator of the Fund, (iii) own and operate the System, (iv) fix, charge and collect charges for the use of and for the services furnished by the System, (v) construct, acquire or equip the Project (as described in Exhibit B) and finance or refinance the Project Costs by borrowing money for such purpose pursuant to this Agreement and the issuance of the Local Bond, (vi) pledge the Revenues of the System to the payment of the Local Bond, and (vii) carry out and consummate all of the transactions contemplated by the Local Resolution, this Agreement, the Support Agreement and the Local Bond.

(c) This Agreement, the Support Agreement, the Transfer Agreement and the Local Bond were duly authorized by the Local Resolution and are in substantially the same form as presented to the governing body of the Borrower at its meeting at which the Local Resolution was adopted.

(d) All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date of the delivery of this Agreement have been obtained for (i) the Borrower's adoption of the Local Resolution, (ii) the execution and delivery by the Borrower of this Agreement, the Support Agreement, the Transfer Agreement and the Local Bond, (iii) the performance and enforcement of the obligations of the Borrower thereunder, (iv) the acquisition, construction, equipping, occupation, operation and use of the Project, and (v) the operation and use of the System. The Borrower knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations and approvals not obtained as of the date hereof cannot be obtained as needed.

(e) This Agreement, the Support Agreement and the Transfer Agreement have been executed and delivered by duly authorized officials of the Borrower and constitute a legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.

(f) When executed and delivered in accordance with the Local Resolution and this Agreement, the Local Bond will have been executed and delivered by duly authorized officials of the Borrower and will constitute a legal, valid and binding limited obligation of the Borrower enforceable against the Borrower in accordance with its terms.

(g) The issuance of the Local Bond and the execution and delivery of this Agreement, the Support Agreement and the Transfer Agreement and the performance by the Borrower of its obligations thereunder are within the powers of the Borrower and will not conflict with, or constitute a breach or result in a violation of, (i) to the best of the Borrower's knowledge, any Federal, or Virginia constitutional or statutory provision, including the Borrower's charter or articles of incorporation, if any, (ii) any agreement or other instrument to which the Borrower is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property.

(h) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(i) The Borrower (i) to the best of the Borrower's knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement, the Support Agreement or the Local Bond and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Borrower is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement, the Support Agreement or the Local Bond. The execution and delivery by the Borrower of this Agreement, the Support Agreement or the Local Bond and the compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(j) There are not pending nor, to the best of the Borrower's knowledge, threatened against the Borrower, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Resolution, this Agreement, the Support Agreement or the Local Bond or the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or enforceability of the Local Resolution, this Agreement, the Support Agreement, the Local Bond or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Borrower or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Resolution, this Agreement, the Support Agreement or the Local Bond, (v) in any way

affecting or contesting the undertaking of the Project, or (vi) contesting or challenging the power of the Borrower to pledge the Revenues to the payment of the Local Bond.

(k) There have been no defaults by any contractor or subcontractor under any contract made by the Borrower in connection with the construction or equipping of the Project.

(l) No material adverse change has occurred in the financial condition of the Borrower as indicated in the financial statements, applications and other information furnished to the Authority.

(m) Except as may otherwise be approved by the Authority or permitted by the terms of this Agreement, the System at all times is and will be owned by the Borrower and will not be operated or controlled by any other entity or person.

(n) There is no indebtedness of the Borrower secured by or payable from a pledge of Revenues on a parity with or prior to the lien of the pledge of Revenues securing the Local Bond except any Existing Parity Bonds or Prior Bonds set forth on Exhibit F.

(o) The Service Contracts are in full force and effect; no default or event of default has occurred and is continuing under the Service Contracts; and the Borrower is not currently aware of any fact or circumstance that would have an adverse impact on the Borrower's ability to set rates, to receive payments, or to exercise any other rights and remedies available to the Borrower, under or pursuant to the Service Contracts.

(p) No Event of Default or Default has occurred and is continuing.

ARTICLE III
ISSUANCE AND DELIVERY OF THE LOCAL BOND

Section 3.1. **Loan to Borrower and Purchase of the Local Bond**. The Borrower agrees to borrow from the Authority and the Authority agrees to lend to the Borrower, from the Fund, the principal amount equal to the sum of the principal disbursements made pursuant to Section 4.1, but not to exceed $_____ for the purposes herein set forth, a portion of which may be made from federal financial assistance. The Borrower's obligation shall be evidenced by the Local Bond, which shall be in substantially the form of Exhibit A attached hereto and made a part hereof and delivered to the Authority on the Closing Date. The Local Bond shall be in the original principal amount of the loan and shall mature, bear a Cost of Funds and be payable as hereinafter provided.

Section 3.2. **Conditions Precedent to Purchase of the Local Bond**. The Authority shall not be required to make the loan to Borrower and purchase the Local Bond unless the Authority shall have received the following, all in form and substance satisfactory to the Authority:

(a) The Local Bond, the Funding Agreement, the Support Agreement and the Transfer Agreement.

(b) A certified copy of the Local Resolution.

(c) A certificate of appropriate officials of the Borrower as to the matters set forth in Section 2.1 and such other matters as the Authority may reasonably require.

(d) A closing certificate from the Department certifying that the Project is in compliance with all federal and state laws and project requirements applicable to the Fund.

(e) A certificate of the Consulting Engineer estimating the total Project Costs to be financed with the Local Bond Proceeds, which estimate is in an amount and otherwise compatible with the financing plan described in the Project Budget.

(f) A certificate of the Consulting Engineer to the effect that in the opinion of the Consulting Engineer (i) the Project will be a part of the System, and (ii) the Local Bond Proceeds and funds available from the other sources specified in the Project Budget will be sufficient to pay the estimated Project Costs.

(g) A certificate, including supporting documentation, of a Qualified Independent Consultant that in the opinion of the Qualified Independent Consultant, during the first two complete Fiscal Years of the Borrower following completion of the Project, the projected Net Revenues Available for Debt Service will satisfy the rate covenant made by the Borrower in Section 5.1(a). In providing this certificate, the Qualified Independent Consultant may take into consideration future System rate increases, provided that such rate increases have been duly approved by the governing body of the Borrower and any other person or entity required to give approval for the rate increase to become effective. In addition, the Qualified Independent Consultant may take into consideration additional future revenues to be derived under existing contractual arrangements entered into by the Borrower and from reasonable estimates of growth in the consumer base of the Borrower.

(h) A certificate of the Consulting Engineer as to the date the Borrower is expected to complete the acquisition, construction and equipping of the Project.

(i) Evidence satisfactory to the Authority that all governmental permits, licenses, registrations, certificates, authorizations and approvals for the Project required to have been obtained as of the date of the delivery of this Agreement have been obtained and a statement of the Consulting Engineer that he knows of no reason why any future required governmental permits, licenses, registrations, certificates, authorizations and approvals cannot be obtained as needed.

(j) Evidence satisfactory to the Authority that the Borrower has obtained or has made arrangements satisfactory to the Authority to obtain any funds or other financing for the Project as contemplated in the Project Budget.

(k) Evidence satisfactory to the Authority that the Borrower has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date.

(l) An Opinion of Counsel, substantially in the form of Exhibit D, addressed to the Fund and the Authority.

(m) An opinion of counsel to the Borrower in form and substance reasonably satisfactory to the Authority.

(n) Evidence satisfactory to the Authority that the Borrower has complied with the insurance provisions set forth in Sections 9.1 and 9.2 hereof.

(o) Evidence that the Borrower has satisfied all conditions precedent to the issuance of the Local Bond as a "Parity Bond" under the financing agreements for the Existing Parity Bonds.

(p) Evidence satisfactory to the Authority that the Service Contracts are in full force and effect and that they are binding and enforceable agreements as to each of the Borrower and the other parties to such agreements.

(q) Such other documentation, certificates and opinions as the Authority, the Board or the Department may reasonably require, including an opinion from counsel acceptable to the Authority that the Support Agreement and the Transfer Agreement are valid and enforceable against the Borrower, subject to usual and customary qualifications.

ARTICLE IV
USE OF LOCAL BOND PROCEEDS AND CONSTRUCTION OF PROJECT

Section 4.1. Application of Proceeds.

(a) The Borrower agrees to apply the Local Bond Proceeds solely and exclusively to the payment, or the reimbursement of the Borrower for the payment, of Project Costs and further agrees to exhibit to the Board or the Authority receipts, vouchers, statements, bills of sale or other evidence of the actual payment of such Project Costs. The Authority shall disburse money from the Fund to or for the account of the Borrower not more frequently than once each calendar month (unless otherwise agreed by the Authority and the Borrower) upon receipt by the Authority (with a copy to be furnished to the Board) of the following:

(1) A requisition (upon which the Authority, the Board and the Department shall be entitled to rely) signed by an Authorized Representative and containing all information called for by, and otherwise being in the form of, Exhibit E to this Agreement;

(2) If any requisition includes an item for payment for labor or to contractors, builders or materialmen,

(i) a certificate, signed by the Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project; and

(ii) a certificate, signed by an Authorized Representative, stating either that such materials, supplies or equipment are not subject to any lien or security interest or that such lien or security interest will be released or discharged upon payment of the requisition.

Upon receipt of each such requisition and accompanying certificate or certificates and approval thereof by the Board, the Authority shall disburse Local Bond Proceeds hereunder to or for the account of the Borrower in accordance with such requisition in an amount and to the extent approved by the Board and shall note the date and amount of each such disbursement on a schedule of principal disbursements to be included on the Local Bond. The Authority shall have no obligation to disburse any such Local Bond Proceeds if the Borrower is in default hereunder nor shall the Board have any obligation to approve any requisition if the Borrower is not in compliance with the terms of this Agreement.

(b) The Borrower shall comply with all applicable laws of the Commonwealth of Virginia, including but not limited to, the Virginia Public Procurement Act, as amended, regarding the awarding and performance of public construction contracts related to the Project. Except as may otherwise be approved by the Board, disbursements shall be held at ninety-five percent (95%) of the maximum authorized amount of the Local Bond to ensure satisfactory completion of the Project. Upon receipt from the Borrower of the certificate specified in Section 4.2 and a final requisition detailing all retainages to which the Borrower is then entitled, the Authority, to the extent approved by the Board and subject to the provisions of this Section and Section 4.2, will disburse to or for the account of the Borrower Local Bond Proceeds to the extent of such approval.

The Authority shall have no obligation to disburse Local Bond Proceeds in excess of the amount necessary to pay for approved Project Costs. If principal disbursements up to the maximum authorized amount of the Local Bond are not made, principal installments due on the Local Bond shall be reduced only in accordance with Section 6.1.

Section 4.2. **Agreement to Accomplish Project**. The Borrower agrees to cause the Project to be acquired, constructed, expanded, renovated or equipped as described in Exhibit B and in accordance with the Project Budget and the plans, specifications and designs prepared by the Consulting Engineer and approved by the Board. The Borrower shall use its best efforts to complete the Project by the date set forth in the certificate provided to the Authority pursuant to Section 3.2(h). All plans, specifications and designs shall be approved by all applicable regulatory agencies. The Borrower agrees to maintain complete and accurate books and records of the Project Costs and permit the Authority and the Board through their duly authorized representatives to inspect such books and records at any reasonable time. The Borrower and the

Authority, with the consent of the Board, may amend the description of the Project set forth in Exhibit B.

When the Project has been completed, the Borrower shall promptly deliver to the Authority and the Board a certificate signed by an Authorized Representative of the Borrower and by the Consulting Engineer stating (i) that the Project has been completed substantially in accordance with this Section, the plans and specifications as amended from time to time, as approved by the Board, and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion, (iii) that all certificates of occupancy or other material permits necessary for the Project's use, occupancy and operation have been issued or obtained, and (iv) the amount, if any, to be reserved for payment of Project Costs.

Section 4.3. **Permits**. The Borrower, at its sole cost and expense, shall comply with, and shall obtain all permits, consents and approvals required by local, state or federal laws, ordinances, rules, regulations or requirements in connection with the acquisition, construction, equipping, occupation, operation or use of the Project. The Borrower shall, upon request, promptly furnish to the Authority and the Board copies of all such permits, consents and approvals. The Borrower shall also comply with all lawful program or procedural guidelines or requirements duly promulgated and amended from time to time by the Board in connection with the acquisition, construction, equipping, occupation, operation or use of projects financed from the Fund under the Act. The Borrower shall also comply in all respects with all applicable federal laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof from the Fund, including, but not limited to, the federal "crosscutting" requirements identified in Schedule A of the Commitment Letter. Where noncompliance with such requirements is determined by the Authority or the Board, the issue shall be referred to the proper federal authority or agency for consultation or enforcement action.

Section 4.4. **Construction Contractors**. Each construction contractor employed in the accomplishment of the Project shall be required in the construction contract to furnish a performance bond and a payment bond each in an amount equal to one hundred percent (100%) of the particular contract price. Such bonds shall list the Borrower, the Fund, the Authority and the Board as beneficiaries. Each contractor shall be required to maintain during the construction period covered by the particular construction contract builder's risk insurance, workers' compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer. Upon request of the Authority or the Board, the Borrower shall cause each contractor to furnish evidence of such bonds and insurance to the Authority and the Board.

Section 4.5. **Engineering Services**. The Borrower shall retain a Consulting Engineer to provide engineering services covering the operation of the System and the supervision and inspection of the construction of the Project. The Consulting Engineer shall certify to the Fund, the Authority and the Board as to the various stages of the completion of the Project as disbursements of Local Bond Proceeds are requested and shall upon completion of the Project provide to the Fund, the Authority and the Board the certificates required by Sections 4.1 and 4.2.

Section 4.6. **Borrower Required to Complete Project**. If the Local Bond Proceeds are not sufficient to pay in full the cost of the Project, the Borrower will complete the Project at its own expense and shall not be entitled to any reimbursement therefor from the Fund, the Authority or the Board or any abatement, diminution or postponement of the Borrower's payments under the Local Bond or this Agreement.

ARTICLE V
PLEDGE, REVENUES AND RATES

Section 5.1. **Pledge of Revenues; Rate Covenant**. Subject to the Borrower's right to apply Revenues to the payment of Operation and Maintenance Expense, the Revenues are hereby pledged to the Authority, as Administrator of the Fund, to secure the payment of the principal of and Cost of Funds on the Local Bond and the payment and performance of the Borrower's obligations under this Agreement. This pledge shall be valid and binding from and after the execution and delivery of this Agreement. The Revenues, as received by the Borrower, shall immediately be subject to the lien of this pledge without any physical delivery of them or further act. The lien of this pledge of the Revenues is on a parity with the lien of the pledge of the Revenues securing the Existing Parity Bonds. The lien of this pledge shall, subject to the right of the Borrower to apply Revenues to the payment of Operation and Maintenance Expense, have priority over all other obligations and liabilities of the Borrower, and the lien of this pledge shall be valid and binding against all parties having claims of any kind against the Borrower regardless of whether such parties have notice of this pledge.

(a) The Borrower covenants and agrees that it will fix and collect rates, fees and other charges for the use of and for services furnished or to be furnished by the System, and will from time to time revise such rates, fees and other charges so that in each Fiscal Year the Net Revenues Available for Debt Service will equal at least 100% of the amount required during the Fiscal Year to pay the principal of and Cost of Funds on the Local Bond, the Additional Payments and all other indebtedness of the Borrower secured by or payable from Revenues including without limitation, indebtedness under leases which are treated as capital leases under generally accepted accounting principles. If, for any reason, the Revenues are insufficient to satisfy the foregoing covenant, the Borrower shall within ninety (90) days adjust and increase its rates, fees and other charges or reduce its Operation and Maintenance Expense so as to provide sufficient Revenues to satisfy such requirement.

(b) On or before the last day of each Fiscal Year, the Borrower shall review the adequacy of its rates, fees and other charges for the next Fiscal Year, and, if such review indicates the Borrower's rates, fees and other charges are insufficient to satisfy the rate covenant in subsection (a) of this Section, the Borrower shall promptly take appropriate action to increase its rates, fees and other charges or reduce its Operations and Maintenance Expense to cure any deficiency.

Section 5.2. **Annual Budget**. The Borrower agrees before the first day of each Fiscal Year to adopt a budget for such Fiscal Year containing all information called for by, and otherwise

being in the form of, Exhibit H to this Agreement, for such Fiscal Year setting forth a schedule of the rates, fees and other charges to be imposed by the Borrower, the Revenues estimated to be generated thereby, the expenditures anticipated by the Borrower for operations, maintenance, repairs, replacements, improvements, debt service and other purposes, and specifically identifying any amounts made available by the County pursuant to the Support Agreement. Such budget as approved by the Borrower's governing body is referred to in this Agreement as the Annual Budget. The Borrower may at any time during any Fiscal Year amend the Annual Budget for such Fiscal Year so long as such amendment does not result in a Default. The Borrower shall submit a copy of the Annual Budget and any amendments thereto to the Authority.

Section 5.3. Qualified Independent Consultant's Report. (a) If at the end of any Fiscal Year, the Borrower is not in compliance with the rate covenant made by the Borrower in Section 5.1(a), within two hundred ten (210) days after the end of such Fiscal Year, the Borrower shall obtain a report from the Qualified Independent Consultant giving advice and making recommendations as to the proper maintenance, repair, replacement and operation of the System for the next ensuing Fiscal Year and estimating the costs thereof as to the rates, fees, and other charges which should be established by the Borrower to satisfy the rate covenant in Section 5.1(a). The Borrower shall promptly furnish a copy of such report to the Authority and, subject to Section 5.3(b), take measures to implement the recommendations of the Qualified Independent Consultant within ninety (90) days of obtaining such report.

(b) If the Borrower determines that the Qualified Independent Consultant's recommendations are impractical or inappropriate, the Borrower may in lieu thereof adopt other procedures which the Borrower believes will bring it into compliance with the rate covenant made by the Borrower in Section 5.1(a) when such measures have been implemented and become fully effective. Such alternative plan shall be filed with the Authority not later than thirty (30) days after receipt of the Qualified Independent Consultant's report along with a detailed explanation of the Borrower's reason for rejecting the Qualified Independent Consultant's recommendations. Notwithstanding anything herein to the contrary, the Authority reserves the right, in its sole discretion, to reject such alternate procedures and require the Borrower to comply with the Qualified Independent Consultant's recommendations.

ARTICLE VI
PAYMENTS

Section 6.1. Payment of Local Bond. (a) The Local Bond shall be dated the date of its delivery to the Authority. The Cost of Funds on the Local Bond shall be computed on the disbursed principal balance thereof from the date of each disbursement at the rate of two and fifty one-hundredths percent (2.50%) per annum, consisting of the following:

(i) interest of one percent (1.00%) per annum payable for the benefit of the Fund, and

(ii) one and fifty one-hundredths percent (1.50%) per annum payable as an Annual Administrative Fee.

(b) The Cost of Funds only on all amounts disbursed under the Local Bond shall be due and payable on _____ 1, 20__. Commencing _____ 1, 20__ and continuing semi-annually thereafter on _____ 1 and _____ 1 in each year, principal and Cost of Funds due under the Local Bond shall be payable in equal installments of $_____, with a final installment of $_____ due and payable on _____ 1, 20__, when, if not sooner paid, all amounts due hereunder and under the Local Bond shall be due and payable in full. Each installment shall be applied first to payment of the Cost of Funds accrued and unpaid to the payment date and then to principal. If principal disbursements up to the maximum authorized amount of the Local Bond are not made, the principal amount due on the Local Bond shall not include such undisbursed amount. However, unless the Borrower and the Authority agree otherwise in writing, until all amounts due hereunder and under the Local Bond shall have been paid in full, less than full disbursement of the maximum authorized amount of the Local Bond shall not postpone the due date of any semi-annual installment due on the Local Bond, or change the amount of such installment. If any installment of principal of or Cost of Funds on the Local Bond is not paid within ten (10) days after its due date, the Borrower agrees to pay to the Authority a late payment charge in an amount equal to five percent (5.0%) of the overdue installment.

Section 6.2. **Payment of Additional Payments**. In addition to the payments of principal of and Cost of Funds on the Local Bond, the Borrower agrees to pay on demand of the Authority the following Additional Payments:

(1) The costs of the Fund, the Authority, the Department or the Board in connection with the enforcement of this Agreement, including the reasonable fees and expenses of any attorneys used by any of them; and

(2) All expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof.

The Borrower agrees to pay interest on any Additional Payments enumerated in (1) or (2) above not received by the Authority within ten (10) days after demand therefor at a rate of five percent (5.0%) per annum of the overdue installment from its due date until the date it is paid.

ARTICLE VII
PREPAYMENTS

Section 7.1. **Prepayment of Local Bond**. Upon completion of the Project and after giving at least ten (10) days' written notice to the Authority, the Borrower may prepay the Local Bond at any time, in whole or in part and without penalty. Such written notice shall specify the date on which the Borrower will make such prepayment and whether the Local Bond will be prepaid in full or in part, and if in part, the principal amount to be prepaid. Any such partial prepayment shall be applied against the principal amount outstanding under the Local Bond but shall not postpone the due date of any subsequent payment on the Local Bond, or change the amount of such installment, unless the Borrower and the Authority agree otherwise in writing.

ARTICLE VIII
OPERATION AND USE OF SYSTEM

Section 8.1. **Ownership and Operation of Project and System.** Except as may otherwise be approved by the Authority or permitted by the terms hereof, the Project and the System at all times shall be owned by the Borrower and shall not be operated or controlled by any other entity or person.

Section 8.2. **Maintenance**. At its own cost and expense, the Borrower shall operate the System in a proper, sound and economical manner and in compliance with all legal requirements, shall maintain the System in good repair and operating condition and from time to time shall make all necessary repairs, renewals and replacements.

Section 8.3. **Additions and Modifications**. At its own expense, the Borrower from time to time may make any additions, modifications or improvements to the System which it deems desirable and which do not materially reduce the value of the System or the structural or operational integrity of any part of the System, provided that all such additions, modifications or improvements comply with all applicable federal, state and local laws, rules, regulations, orders, permits, authorizations and requirements. All such renewals, replacements, additions, modifications and improvements shall become part of the System.

Section 8.4. **Use of System**. The Borrower shall comply with all lawful requirements of any governmental authority regarding the System, whether now existing or subsequently enacted, whether foreseen or unforeseen or whether involving any change in governmental policy or requiring structural, operational and other changes to the System, irrespective of the cost of making the same.

Section 8.5. **Inspection of System and Borrower's Books and Records**. The Authority and the Board and their duly authorized representatives and agents shall have such reasonable rights of access to the System as may be necessary to determine whether the Borrower is in compliance with the requirements of this Agreement and shall have the right at all reasonable times and upon reasonable prior notice to the Borrower to examine and copy the books and records of the Borrower insofar as such books and records relate to the System.

Section 8.6. **Ownership of Land**. The Borrower shall not construct, reconstruct or install any part of the System on lands other than those which the Borrower owns or can acquire title to or a perpetual easement over, in either case sufficient for the Borrower's purposes, unless such part of the System is lawfully located in a public street or highway or is a main, conduit, pipeline, main connection or facility located on land in which the Borrower has acquired a right or interest less than a fee simple or perpetual easement and such lesser right or interest has been approved by written opinion of counsel to the Borrower as sufficient for the Borrower's purposes.

Section 8.7. **Sale or Encumbrance**. No part of the System shall be sold, exchanged, leased, mortgaged, encumbered or otherwise disposed of except as provided in any one of the following subsections, or as may be otherwise consented and agreed to by the Authority in writing:

(a) The Borrower may grant easements, licenses or permits across, over or under parts of the System for streets, roads and utilities as will not adversely affect the use of the System;

(b) The Borrower may sell or otherwise dispose of property constituting part of the System if it uses the proceeds of such disposition and any other necessary funds to replace such property with property serving the same or a similar function; and

(c) The Borrower may sell or otherwise dispose of property constituting part of the System; provided, however, (i) no such property shall be sold or otherwise disposed of unless there is filed with the Authority a certificate of the Borrower, signed by an Authorized Representative, stating that such property is no longer needed or useful in the operation of the System, and, if the proceeds of such sale or disposition, together with the aggregate value of any other property sold or otherwise disposed of during the Fiscal Year, shall exceed $125,000, there shall also be filed with the Borrower and the Authority a certificate of the Consulting Engineer stating that such property is not necessary or useful to the operation of the System, and (ii) the proceeds to be received from any sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of and Cost of Funds on the Local Bond, and then, if such property constitutes part of the Project, to the prepayment of the Local Bond under Article VII hereof.

Section 8.8. **Collection of Revenues**. The Borrower shall use its best efforts to collect all rates, fees and other charges due to it, including, when appropriate, by perfecting liens on premises served by the System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Borrower shall, to the full extent permitted by law, discontinue and shut off, or cause to be discontinued and shut off, services and facilities of the System, and use its best efforts to cause to be shut off water service furnished otherwise than through the System, to customers of the System who are delinquent beyond any customary grace periods in the payment of rates, fees and other charges due to the Borrower.

Section 8.9. **No Free Service**. The Borrower shall not permit connections with or the use of the System, or furnish any services afforded by the System, without making a charge therefor based on the Borrower's uniform schedule of rates, fees and charges.

Section 8.10. **No Competing Service**. The Borrower shall not provide, grant any franchise to provide or give consent for anyone else to provide, any services which would compete with the System.

Section 8.11. **Mandatory Connection**. The Borrower shall, consistent with applicable law, require the owner, tenant or occupant of each lot or parcel of land which is served or may reasonably be served by the System and upon which lot or parcel a building shall have been

constructed for residential, commercial or industrial use, to connect such building to the System; provided, however, the Borrower may permit the continued use of private systems, meeting the standards of the Board, by any such building already in existence at the time the services of the System become available to it upon such conditions as may be specified by the Borrower.

Section 8.12. **Lawful Charges**. The Borrower shall pay when due all taxes, fees, assessments, levies and other governmental charges of any kind whatsoever (collectively, the "Governmental Charges") which are (i) assessed, levied or imposed against the System or the Borrower's interest in it, or (ii) incurred in the operation, maintenance, use and occupancy of the System. The Borrower shall pay or cause to be discharged, or shall make adequate provision to pay or discharge, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon all or any part of the System or the Revenues (collectively, the "Mechanics' Charges"). The Borrower, however, after giving the Authority ten (10) days' notice of its intention to do so, at its own expense and in its own name, may contest in good faith any Governmental Charges or Mechanics' Charges. If such a contest occurs, the Borrower may permit the same to remain unpaid during the period of the contest and any subsequent appeal unless, in the reasonable opinion of the Authority, such action may impair the lien on Revenues granted by this Agreement, in which event, such Governmental Charges or Mechanics' Charges promptly shall be satisfied or secured by posting with the Authority or an appropriate court a bond in form and amount reasonably satisfactory to the Authority. Upon request, the Borrower shall furnish to the Authority proof of payment of all Governmental Charges and the Mechanics' Charges required to be paid by the Borrower under this Agreement.

ARTICLE IX
INSURANCE, DAMAGE AND DESTRUCTION

Section 9.1. **Insurance**. Unless the Authority otherwise agrees in writing, the Borrower continuously shall maintain or cause to be maintained insurance against such risks as are customarily insured against by public bodies operating systems similar in size and character to the System, including, without limitation:

(a) Insurance in the amount of the full replacement cost of the System's insurable portions against loss or damage by fire and lightning, with broad form extended coverage endorsements covering damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements (limited only as may be provided in the standard form of such endorsements at the time in use in Virginia); provided that during the construction of the Project, the Borrower may provide or cause to be provided, in lieu of the insurance in the amount of the full replacement cost of the Project, builders' risk or similar types of insurance in the amount of the full replacement cost thereof. The determination of replacement cost shall be made by a recognized appraiser or insurer selected by the Borrower and reasonably acceptable to the Authority.

(b) Comprehensive general liability insurance with a combined single limit of $2,000,000 per year against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the ownership, maintenance, operation or use of the System.

(c) Unless the Borrower qualifies as a self-insurer under the laws of Virginia, workers' compensation insurance.

The Authority shall not have any responsibility or obligation with respect to (i) the procurement or maintenance of insurance or the amounts or the provisions with respect to policies of insurance, or (ii) the application of the proceeds of insurance.

The Borrower shall provide no less often than annually and upon the written request of the Authority a certificate or certificates of the respective insurers evidencing the fact that the insurance required by this Section is in full force and effect.

Section 9.2. **Requirements of Policies**. All insurance required by Section 9.1 shall be maintained with generally recognized, responsible insurance companies selected by the Borrower and reasonably acceptable to the Authority. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other utility systems of like size and character to the System and shall contain an undertaking by the insurer that such policy shall not be modified adversely to the interests of, or canceled without at least thirty (30) days' prior notice to, the Authority. If any such insurance is not maintained with an insurer licensed to do business in Virginia or placed pursuant to the requirements of the Virginia Surplus Lines Insurance Law (Chapter 48, Title 38.2, Code of Virginia of 1950, as amended) or any successor provision of law, the Borrower shall provide evidence reasonably satisfactory to the Authority that such insurance is enforceable under Virginia law.

Section 9.3. **Notice of Damage, Destruction and Condemnation**. In the case of (i) any damage to or destruction of any material part of the System, (ii) a taking of all or any part of the System or any right therein under the exercise of the power of eminent domain, (iii) any loss of the System because of failure of title, or (iv) the commencement of any proceedings or negotiations which might result in such a taking or loss, the Borrower shall give prompt notice thereof to the Authority describing generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

Section 9.4. **Damage and Destruction**. If all or any part of the System is destroyed or damaged by fire or other casualty, and the Borrower shall not have exercised its option to prepay in full the Local Bond pursuant to Article VII, the Borrower shall restore promptly the property damaged or destroyed to substantially the same condition as before such damage or destruction, with such alterations and additions as the Borrower may determine and which will not impair the capacity or character of the System for the purpose for which it then is being used or is intended to be used. The Borrower may apply so much as may be necessary of the Net Proceeds of insurance received on account of any such damage or destruction to payment of the cost of such restoration, either on completion or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the Borrower shall pay so much of the cost as may be in excess of such Net Proceeds. If the Net Proceeds are derived from property constituting part of the Project, any balance of such Net Proceeds remaining after payment of the cost of such restoration shall promptly be applied to prepayment of the Local Bond pursuant to Article VII.

Section 9.5. **Condemnation and Loss of Title**. If title to or the temporary use of all or any part of the System shall be taken under the exercise of the power of eminent domain or lost because of failure of title, and the Borrower shall not have exercised its option to prepay in full the Local Bond pursuant to Article VII, the Borrower shall cause the Net Proceeds from any such condemnation award or from title insurance to be applied to the restoration of the System to substantially its condition before the exercise of such power of eminent domain or failure of title. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the Borrower shall pay so much of the cost as may be in excess of such Net Proceeds. If the Net Proceeds are derived from property constituting part of the Project, any balance of such Net Proceeds remaining after payment of the cost of such restoration shall promptly be applied to prepayment of the Local Bond pursuant to Article VII.

ARTICLE X
SPECIAL COVENANTS

Section 10.1. **Maintenance of Existence**. The Borrower shall maintain its existence as a "local government" (as defined in the Act) of the Commonwealth of Virginia and, without consent of the Authority and the Board, shall not dissolve or otherwise dispose of all or substantially all of its assets or consolidate or merge with or into another entity. Notwithstanding the foregoing, the Borrower may consolidate or merge with or into, or sell or otherwise transfer all or substantially all of its assets to a political subdivision of the Commonwealth of Virginia, and the Borrower thereafter may dissolve, if the surviving, resulting or transferee political subdivision, if other than the Borrower, assumes, in written form acceptable to the Authority and the Board, all of the obligations of the Borrower contained in the Local Bond and this Agreement, and there is furnished to the Authority and the Board an Opinion of Counsel acceptable to the Authority and the Board subject to customary exceptions and qualifications, to the effect that such assumption constitutes the legal, valid and binding obligation of the surviving, resulting or transferee political subdivision enforceable against it in accordance with its terms.

Section 10.2. **Financial Records and Statements**. The Borrower shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs related to the System. The Borrower shall have an annual audit of the financial condition of the Borrower (and at the reasonable request of the Authority, of the System) made by an independent certified public accountant, within one hundred and eighty (180) days after the end of each Fiscal Year. The annual audit shall include a supplemental schedule demonstrating whether the Borrower during such Fiscal Year satisfied the rate covenant made by the Borrower in Section 5.1(a). The Borrower shall furnish to the Authority copies of such report immediately after it is accepted by the Borrower. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the Borrower's financial position as of the end of such Fiscal Year and the results of the Borrower's operations and changes in the financial position of its funds for the Fiscal Year.

Section 10.3. <u>Certificate as to No Default</u>. The Borrower shall deliver to the Authority, within one hundred and eighty (180) days after the close of each Fiscal Year, a certificate signed by an Authorized Representative stating that, during such year and as of the date of such certificate, no event or condition has happened or existed, or is happening or existing, which constitutes an Event of Default or a Default, or if such an event or condition has happened or existed, or is happening or existing, specifying the nature and period of such event or condition and what action the Borrower has taken, is taking or proposes to take to rectify it.

Section 10.4. <u>Additional Indebtedness</u>. The Borrower shall not incur any indebtedness or issue any bonds, notes or other evidences of indebtedness secured by or payable from a pledge of Revenues, except Subordinate Bonds or Parity Bonds.

Section 10.5. <u>Parity Bonds</u>. Provided the Borrower is not in default hereunder, the Borrower may issue bonds, notes or other evidences of indebtedness ("Parity Bonds") ranking on parity with the Local Bond with respect to the pledge of Revenues to (i) pay Project Costs to complete the Project, (ii) pay the cost of improvements, additions, extensions, replacements, equipment or betterments and of any property, rights or easements deemed by the Borrower to be necessary, useful or convenient for the System, (iii) refund some or all of the Local Bond, Parity Bonds, Existing Parity Bonds or Prior Bonds, or (iv) effect some combination of (i), (ii) and (iii); provided in each case the following conditions are satisfied. Except to the extent otherwise consented and agreed to by the Authority in writing, before any Parity Bonds are issued or delivered, the Borrower shall deliver to the Authority the following:

(a) Certified copies of all resolutions and ordinances of the Borrower authorizing the issuance of the Parity Bonds.

(b) A certificate of an appropriate official of the Borrower setting forth the purposes for which the Parity Bonds are to be issued and the manner in which the Borrower will apply the proceeds from the issuance and sale of the Parity Bonds.

(c) If the Parity Bonds are authorized for any purpose other than the refunding of the Local Bond, Parity Bonds, Existing Parity Bonds or Prior Bonds, in form and substance satisfactory to the Authority, a certificate of the Consulting Engineer-, or with respect to subsection (iv)(C) below, a certificate, including supporting documentation, of the Qualified Independent Consultant, to the effect that in the opinion of the Consulting Engineer or Qualified Independent Consultant, as applicable, (i) the improvements or property to which the proceeds from the issuance of the Parity Bonds are to be applied will be a part of the System, (ii) the funds available to the Borrower from the issuance of the Parity Bonds and other specified sources will be sufficient to pay the estimated cost of such improvements or property, (iii) the period of time which will be required to complete such improvements or acquire such property, and (iv) (A) the Parity Bond proceeds are necessary to complete the Project, (B) the failure to make such improvements or acquire or construct such property will result in an interruption or reduction of Revenues, or (C) during the first two complete Fiscal Years following completion of the improvements or the acquisition of the property financed with the proceeds of the Parity Bonds, the projected Net Revenues Available for Debt Service (excluding any amounts made available by the County pursuant to the Support Agreement) will equal at least 100% of the amount

required during each such Fiscal Year to pay any and all amounts due under the Local Bond, this Agreement, the Parity Bonds, any Existing Parity Bonds or Prior Bonds, and all other indebtedness of the Borrower secured by or payable from Revenues, including without limitation, indebtedness under leases which are treated as capital leases under generally accepted accounting principles. In providing this certificate, as applicable, the Qualified Independent Consultant may take into consideration future System rate increases, provided that such rate increases have been duly approved by the governing body of the Borrower and any other person and entity required to give approval for the rate increase to become effective. In addition, the Qualified Independent Consultant may take into consideration additional future revenues of the System to be derived under then existing contractual agreements entered into by the Borrower and from reasonable estimates of growth in the customer base of the Borrower.

(d) If the Parity Bonds are authorized solely to refund the Local Bond (with the consent of the Authority), Existing Parity Bonds, Parity Bonds or Prior Bonds, either (i) a certificate, including supporting documentation, of a Qualified Independent Consultant satisfactory to the Authority that the refunding Parity Bonds will have annual debt service requirements in each of the years the Local Bond, Existing Parity Bonds, Parity Bonds or Prior Bonds to be refunded would have been outstanding which are lower than the annual debt service requirements in each such year on the Local Bond, Existing Parity Bonds, Parity Bonds or the Prior Bonds to be refunded, or (ii) a certificate, including supporting documentation, of the Qualified Independent Consultant to the effect that during the first two complete Fiscal Years following the issuance of the refunding Parity Bonds, the projected Net Revenues Available for Debt Service (excluding any amounts made available by the County pursuant to the Support Agreement) will equal at least 100% of the amount required during each such Fiscal Year to pay any and all amounts due under the Local Bond, this Agreement, the Parity Bonds, any Existing Parity Bonds or Prior Bonds, and all other indebtedness of the Borrower secured by or payable from Revenues, including without limitation, indebtedness under leases which are treated as capital leases under generally accepted accounting principles. In providing the certificate described in clause (ii), the Qualified Independent Consultant may take into account the factors described in the last two sentences of subsection (c) of this Section.

(e) An Opinion of Counsel satisfactory to the Authority subject to customary exceptions and qualifications, approving the form of the resolution authorizing the issuance of the Parity Bonds and stating that its terms and provisions conform with the requirements of this Agreement and that the certificates and documents delivered to the Authority constitute compliance with the provisions of this Section.

Section 10.6. <u>Further Assurances</u>. The Borrower shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, Revenues and other funds pledged or assigned by this Agreement, or as may be required to carry out the purposes of this Agreement. The Borrower shall at all times, to the fullest extent permitted by law, defend, preserve and protect the pledge of the Revenues and other funds pledged under this Agreement and all rights of the Authority and the Board under this Agreement against all claims and demands of all persons.

Section 10.7. Other Indebtedness. The Borrower agrees to pay when due all amounts required by any other bonded indebtedness and to perform all of its obligations in connection therewith.

Section 10.8. Assignment by Borrower. The Borrower may not assign its rights under this Agreement without the prior written consent of the Authority and the Board. If the Borrower desires to assign its rights under this Agreement to another "local government" (as defined in the Act), the Borrower shall give notice of such fact to the Authority and the Board. If the Authority and the Board consent to the proposed assignment, the Borrower may proceed with the proposed assignment, but such assignment shall not become effective until the Authority and the Board are furnished (i) an assumption agreement in form and substance satisfactory to the Authority and the Board by which the assignee agrees to assume all of the Borrower's obligations under the Local Bond and this Agreement, and (ii) an Opinion of Counsel to the assignee, subject to customary exceptions and qualifications, that the assumption agreement, the Local Bond and this Agreement constitute legal, valid and binding obligations of the assignee enforceable against the assignee in accordance with their terms and that the assignment and assumption comply in all respects with the provisions of this Agreement. Notwithstanding the foregoing, the assignment of the rights of the Borrower under the Local Bond and this Agreement or the assumption of the obligations thereunder by the assignee shall in no way be construed as releasing the Borrower's obligations.

Section 10.9. Davis-Bacon Act. The Borrower agrees to comply with the Davis-Bacon Act and related acts, as amended, with respect to the Project and require that all laborers and mechanics employed by contractors and subcontractors for the Project shall be paid wages at rates not less than those prevailing on projects of a similar character, as determined by the United States Secretary of Labor in accordance with Section 1450(e) of the Safe Drinking Water Act and related acts, as amended.

Section 10.10. American Iron and Steel. The Borrower agrees to comply with all federal requirements, including those imposed by the Consolidated Appropriations Act, 2014, P.L. 113-76, and related Drinking Water State Revolving Fund Policy Guidelines, as amended and supplemented and in effect from time to time, with respect to the Project. Such requirements include, among other things, that all iron and steel products used for the Project are to be produced in the United States. The term "iron and steel products" is defined to mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials.

Section 10.11. Recordkeeping and Reporting. The Borrower agrees to comply with all recordkeeping and reporting requirements under the Safe Drinking Water Act and related acts, as amended, including any reports required by a federal agency or the Authority, such as performance indicators of program deliverables, information on costs and progress with respect to the Project. The Borrower acknowledges that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities.

Section 10.12. Service Contracts. The Borrower shall give prompt notice to the Authority of any renewal, extension, amendment, default or termination of any of the Service Contracts. The Borrower shall enforce the terms of such agreements and use its best efforts to ensure that such agreements remain in full force and effect during the term of this Agreement.

Section 10.13. Waterworks Business Operations Plan and Rate Study. The Borrower shall provide evidence satisfactory to the Authority and the Department that the Borrower on or before March 31, 2020 has presented a final rate study to the Board of Directors of the Borrower and the County Administrator, which rate study shall project and recommend rates for a five-year period commencing with the Fiscal Year ending June 30, 2021 (the "Rate Study") that satisfy the Rate Covenant. The Rate Study shall take into account any proposed debt and future projects of the Borrower. The Borrower shall also promptly provide a copy of the Rate Study to the Authority and the Department. Furthermore, the Borrower shall submit a Waterworks Business Operations Plan to the Department as required by Section 32.1-172 of the Code of Virginia of 1950, as amended, on or before March 31, 2020 for review.

ARTICLE XI
DEFAULTS AND REMEDIES

Section 11.1. Events of Default. Each of the following events shall be an "Event of Default":

(a) The failure to pay when due any payment of principal or Cost of Funds due hereunder or to make any other payment required to be made under the Local Bond or this Agreement;

(b) The Borrower's failure to perform or observe any of the other covenants, agreements or conditions of the Local Bond, the Support Agreement or this Agreement and the continuation of such failure for a period of thirty (30) days after the Authority gives the Borrower written notice specifying such failure and requesting that it be cured, unless the Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice is correctable but cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation or other statement by or on behalf of Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of the Local Bond is false or misleading in any material respect;

(d) The early termination of the Funding Agreement pursuant to Sections 5.3(b) and (c) thereof.

(e) The occurrence of a default by the Borrower under the terms of any Subordinate Bonds, Parity Bonds, Existing Parity Bonds or Prior Bonds and the failure to cure such default or obtain a waiver thereof within any period of time permitted thereunder;

(f) An order or decree shall be entered, with the Borrower's consent or acquiescence, appointing a receiver or receivers of the System or any part thereof or of the Revenues thereof, or if such order or decree, having been entered without the Borrower's consent or acquiescence, shall not be vacated, discharged or stayed on appeal within sixty (60) days after the entry thereof;

(g) Any proceeding shall be instituted, with the Borrower's consent or acquiescence, for the purpose of effecting a composition between the Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances secured by or payable from Revenues; or

(h) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Borrower under any federal or state bankruptcy or insolvency law now or hereinafter in effect and, if instituted against the Borrower, is not dismissed within sixty (60) days after filing.

Section 11.2. <u>Notice of Default</u>. The Borrower agrees to give the Authority prompt written notice if any order, decree or proceeding referred to in Section 11.1(f), (g) or (h) is entered or instituted against the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default immediately upon becoming aware of the existence thereof.

Section 11.3. <u>Remedies on Default</u>. Whenever any Event of Default referred to in Section 11.1 shall have happened and be continuing, the Authority shall, in addition to any other remedies provided herein or by law, including rights specified in Section 62.1-237 of the Act, have the right, at its option without any further demand or notice, to take one or both of the following remedial steps:

(a) Declare immediately due and payable all payments due or to become due on the Local Bond and under this Agreement, and upon notice to the Borrower, the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due on the Local Bond and under this Agreement, to enforce any other of the Fund's, the Authority's or the Board's rights under this Agreement, or to enforce performance by the Borrower of its covenants, agreements or undertakings contained herein or in the Local Bond, which the Borrower hereby agrees are assigned to the Authority upon the occurrence of an Event of Default.

Section 11.4. <u>Delay and Waiver</u>. No delay or omission to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power or shall be

construed to be a waiver of any such Default or Event of Default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Default or Event of Default under this Agreement shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 11.5. State Aid Intercept. The Borrower acknowledges that the Authority may take any and all actions available to it under the laws of the Commonwealth of Virginia, including Section 62.1-216.1 of the Virginia Code, to secure payment of the principal of and Cost of Funds on the Local Bond, if payment of such principal or Cost of Funds shall not be paid when the same shall become due and payable.

ARTICLE XII
MISCELLANEOUS

Section 12.1. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 12.2. Amendments. The Authority and the Borrower, with the written consent of the Department, shall have the right to amend from time to time any of the terms and conditions of this Agreement, provided that all amendments shall be in writing and shall be signed by or on behalf of the Authority and the Borrower; provided, however, that the written consent of the Department shall not be required for the Authority and the Borrower to amend Articles I, V, IX and XI or Sections 10.4 and 10.5 of this Agreement.

Section 12.3. Limitation of Borrower's Liability. Notwithstanding anything in the Local Bond or this Agreement to the contrary, the Borrower's obligations are not its general obligations, but are limited obligations payable solely from the Revenues which are specifically pledged for such purpose. Neither the Local Bond nor this Agreement shall be deemed to create or constitute a debt or a pledge of the faith and credit of the Borrower and the Borrower shall not be obligated to pay the principal of or Cost of Funds on the Local Bond or other costs incident thereto except from the Revenues and other funds pledged therefor. In the absence of fraud, no present or future director, official, officer, employee or agent of the Borrower shall be liable personally in respect of this Agreement or the Local Bond or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement or the Local Bond.

Section 12.4. Applicable Law. This Agreement shall be governed by the applicable laws of Virginia.

Section 12.5. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or Section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then

such agreement or obligation shall be deemed to be the agreement or obligation of the Authority and the Borrower, as the case may be, only to the extent permitted by law.

Section 12.6. **Notices**. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the Local Bond or this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed as follows:

Fund:	Virginia Water Supply Revolving Fund c/o Virginia Resources Authority 1111 East Main Street, Suite 1920 Richmond, VA 23219 Attention: Executive Director
Authority:	Virginia Resources Authority 1111 East Main Street, Suite 1920 Richmond, VA 23219 Attention: Executive Director
Board:	Virginia Department of Health 109 Governor Street Richmond, VA 23219 Attention: State Health Commissioner
Borrower:	The Russell County Public Service Authority _____ _____, Virginia _____ Attention: Chairman

A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. The Authority, the Board and the Borrower may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 12.7. **Right to Cure Default**. If the Borrower shall fail to make any payment or to perform any act required by it under the Local Bond or this Agreement, the Authority without prior notice to or demand upon the Borrower and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by the Authority and all costs, fees and expenses so incurred shall be payable by the Borrower as an additional obligation under this Agreement, together with interest thereon at the rate of interest of five percent (5.0%) per annum until paid. The Borrower's obligation under this Section shall survive the payment of the Local Bond.

Section 12.8. **Headings**. The headings of the several articles and sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

Section 12.9. **Term of Agreement**. This Agreement shall be effective upon its execution and delivery, provided that the Local Bond previously or simultaneously shall have been executed and delivered. Except as otherwise specified, the Borrower's obligations under the Local Bond and this Agreement shall expire upon payment in full of the Local Bond and all other amounts payable by the Borrower under this Agreement.

Section 12.10. **Commitment Letter**. The Commitment Letter is an integral part of this Agreement and shall survive closing hereunder.

Section 12.11. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

WITNESS the following signatures, all duly authorized.

VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Supply Revolving Fund

By: _____

Title: _____

THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

By: _____

Title: _____

EXHIBIT A

FORM OF LOCAL BOND
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18

[To Come from Borrower's Bond Counsel]

EXHIBIT B

PROJECT DESCRIPTION
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18

The Project includes financing the replacement of water lines in the Glade Hollow community and the extension of water service to the Glade Hill community, together with related expenses.

EXHIBIT C

PROJECT BUDGET
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18

[To Be Provided]

EXHIBIT D

OPINION OF BORROWER'S BOND COUNSEL
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18

[To Come from Borrower's Bond Counsel]

EXHIBIT E

REQUISITION FOR DISBURSEMENT
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18

[LETTERHEAD OF BORROWER]

[Date]

_____, Director
Office of Drinking Water, 6th Floor
Virginia Department of Health
109 Governor Street
Richmond, VA 23219

Re: Virginia Water Supply Revolving Fund
The Russell County Public Service Authority
Loan No. WSL-020-18

Dear Mr./Ms. _____:

This requisition, Number ___, is submitted in connection with the Financing Agreement and Funding Agreement, each dated as of _____ 1, 2019 (together, the "Agreements") between the Virginia Resources Authority, as Administrator of the Virginia Water Supply Revolving Fund (the "Fund"), and The Russell County Public Service Authority (the "Borrower"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Agreements. The undersigned Authorized Representative of the Borrower hereby requests disbursement of loan proceeds under the Agreements in the amount of $_____, for the purposes of payment of the Project Costs as set forth on Schedule 1 attached hereto.

Attached hereto are invoices relating to the items for which payment is requested.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the payment, or the reimbursement of the Borrower for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition. In addition, the undersigned certifies that the Borrower has conducted adequate oversight for compliance with the Davis-Bacon Act and related acts through (a) the review of payrolls and associated certifications, and (b) the posting of all wage determinations and additional classifications (as appropriate) on the work site, and through this oversight, the Borrower has determined to the best of its ability that the Project complies with the requirements of the Davis-Bacon Act and related acts. The Borrower further certifies that all products included in this request satisfy the appropriate provisions of the American Iron and Steel requirements included in the Agreement.

The undersigned further certifies that (a) no Event of Default or Default has occurred and is continuing, and no condition exists which, with the passing of time or with the giving of notice or both, would constitute an Event of Default hereunder, and (b) the representations and warranties of the Borrower contained in the Agreements are true, correct and complete and the Borrower has performed all of its obligations thereunder required to be performed as of the date hereof.

This requisition includes an accompanying Certificate of the Consulting Engineer as to the performance of the work.

Sincerely,

_____

(Authorized Representative of the Borrower)

Attachments
cc: VDH Project Engineer (with all attachments)

CERTIFICATE OF THE CONSULTING ENGINEER

FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

Loan No. WSL-020-18

This Certificate is submitted in connection with Requisition Number ____, dated _____, 20__, submitted by The Russell County Public Service Authority. Capitalized terms used herein shall have the same meanings set forth in Article I of the Agreements referred to in the Requisition.

The undersigned Consulting Engineer for the Borrower hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished to or installed in the Project.

SEAL

_____
[Consulting Engineer]

Date: _____

SCHEDULE 1
VIRGINIA WATER SUPPLY REVOLVING FUND
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

REQUISITION # _____
BORROWER: THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
LOAN NUMBER: WSL-020-18
CERTIFYING SIGNATURE: _____
TITLE: _____

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures to Date	Net Balance Remaining
TOTALS:					

Total Loan Amount $_____
Previous Disbursements $_____
This Request $_____
Loan Proceeds Remaining $_____

EXHIBIT F

PRIOR BONDS AND EXISTING PARITY BONDS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18

[To Be Completed by Borrower's Bond Counsel]

Prior Bonds:

None

Existing Parity Bonds:

EXHIBIT G

FORM OF BUDGET
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18

(To Be on Borrower's Letterhead)

[Date]

Executive Director
Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219

Dear Mr./Ms. _____:

Pursuant to the Financing Agreement[s] between Virginia Resources Authority and The Russell County Public Service Authority, a copy of the fiscal year [20xx] annual budget is enclosed. Such annual budget provides for the satisfaction of the rate covenant as demonstrated below.

Revenues[1]	**Operation & Maintenance Expense**	**Net Revenues Available for Debt Service** (Revenues – O&M Expense)	**Debt Service**	**Coverage** (Net Revenues Available for Debt Service/Debt Service)

[1] Of the amount set forth here as Revenues, $_____ is derived from a transfer from the County of Russell, Virginia's general fund pursuant to the Support Agreement.

All capitalized terms used herein shall have the meaning set forth in the Financing Agreement[s].

Very truly yours,

By: _____

Its: _____

EXHIBIT H

SUPPORT AGREEMENT
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18

THIS SUPPORT AGREEMENT is made as of the first day of _____, 2019, by and among the **BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA** (the "Board"), acting as the governing body of Russell County, Virginia (the "County"), **THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY** (the "Borrower"), and the **VIRGINIA RESOURCES AUTHORITY** (the "Authority"), as Administrator of the **VIRGINIA WATER SUPPLY REVOLVING FUND** (the "Fund") and as purchaser of the Local Bond, as hereinafter defined, pursuant to a Financing Agreement dated as of the date hereof (the "Financing Agreement"), between the Authority and the Borrower.

RECITALS:

WHEREAS, the Borrower was created by the Board pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) and owns and operates the System in the County; and

WHEREAS, the Borrower has determined that it is in its best interest to issue and sell a water and sewer system revenue bond in an original aggregate principal amount not to exceed $_____ (the "Local Bond") to the Authority, as Administrator of the Fund, pursuant to the terms of the Financing Agreement in order to finance the Project; and

WHEREAS, the Board adopted on _____, 2019, a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Board to consider certain appropriations in support of the Local Bond and the Project.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Financing Agreement.

2. The Borrower shall use its best efforts to issue the Local Bond, to use the proceeds thereof to pay the costs of the Project, and to construct and place the Project in operation at the earliest practical date.

3. No later than May 15 of each year, beginning May 15, 20__, the Borrower shall notify the Board of the amount (the "Annual Deficiency Amount") by which the Borrower reasonably expects the Revenues to be insufficient to pay (i) the debt service obligations under the Financing Agreement, the Local Bond and any other indebtedness secured by or payable

from the Revenues, including the Existing Parity Bonds set forth on Exhibit F to the Financing Agreement, (ii) the Operation and Maintenance Expense, and (iii) the Additional Payments in full as and when due during the County's fiscal year beginning the following July 1.

4. The County Administrator of the County (the "County Administrator") shall include the Annual Deficiency Amount in his budget submitted to the Board for the following fiscal year as an amount to be appropriated to or on behalf of the Borrower. The County Administrator shall deliver to the Authority within ten days after the adoption of the County's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated to or on behalf of the Borrower an amount equal to the Annual Deficiency Amount.

5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, the Borrower shall notify the County Administrator of the amount of such insufficiency and the County Administrator shall request a supplemental appropriation from the Board in the amount necessary to make such payment.

6. The County Administrator shall present each request for appropriation pursuant to paragraph 5 above to the Board, and the Board shall consider such request, at the Board's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify the Authority as to whether the amount so requested was appropriated. If the Board shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County by the County Administrator for the County's next fiscal year.

7. The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards of Supervisors do likewise.

8. The Board acknowledges that (i) the Authority would not purchase the Local Bond without the security and credit enhancement provided by this Agreement, and (ii) the Authority is treating this Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), which in the event of a nonpayment hereunder authorizes the Authority to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bond, the Authority is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the County of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the County for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to the Authority, so as to cure, or cure insofar as possible, such nonpayment.

9. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Borrower, the Authority or to any holder of the Local Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything herein contained legally bind or obligate the Board to appropriate funds for the purposes described herein.

10. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to _____, Attention: County Administrator, (ii) if to the Borrower, to _____, Attention: Chairman, and (iii) if to the Authority, to 1111 East Main Street, Suite 1920, Richmond, Virginia, 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

11. It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

12. This Agreement shall remain in full force and effect until the Local Bond and all other amounts payable by the Borrower under the Financing Agreement have been paid in full.

13. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed in their respective names as of the date first above written.

BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA

By: _____

Title: _____

THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

By: _____

Title: _____

VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Supply Revolving Fund

By: _____

Title: _____

Grant # 3649

GRANT AGREEMENT

This Grant Agreement (this "Agreement") made and entered the 18th day of May 2020 (the "Award Date"), by and between the TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia (the "Commission"), and the RUSSELL COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Grantee"), and Clinch River Hemp Company, a Virginia limited liability company (the "Company") whose Federal Employer Identification Number is _____, and RUSSELL COUNTY, VIRGINIA (the "Locality"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, the Virginia General Assembly created the Commission to, among other things, stimulate the economic growth and development of tobacco-dependent communities in the Southern and Southwest regions (the "Region") of the Commonwealth of Virginia (the "Commonwealth"), and

WHEREAS, the Grantee has submitted an application, which by this reference is incorporated herein and made a part of this Agreement (the "Application"), to the Commission for funding to acquire, construct, improve, equip, furnish and/or otherwise undertake the project entitled Project Grow described on **Exhibit A** attached hereto (the "Project"), and

WHEREAS, the Commission, in reliance upon the information set forth in the Application, has determined that the Project benefits the Region and is consistent with and in furtherance of the Commission's public purposes and approved a grant to the Grantee in the amount of $250,000.00 (the "Grant") to fund the Project, the approval and funding of such Grant the Commission has determined constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Grant, and

WHEREAS, the Commission, the Company and the Grantee desire to set forth their understanding and agreement as to the use of the Grant and the obligations of the Company and the Grantee regarding the use of the Grant, and

WHEREAS, the Locality joins in this Agreement for the sole purpose of making certain revenue sharing commitments as described in the Revenue Sharing Addendum attached as **Exhibit D** to this Agreement.

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

1. Project and Budget. The Grantee agrees to use the Grant to provide funds for that portion of the Project not being paid from other sources as set forth in the budget for the Project attached hereto as **Exhibit B** (the "Project Budget"). The Grantee will provide a dollar-for-dollar

match to the Grant as required by Va. Code Section 3.2-3103. The Project Budget identifies the matching funds that the Grantee will provide.

No portion of the Grant shall be used for any purpose whatsoever other than the Project without the prior written approval of the Executive Director of the Commission (the "Executive Director").

No material changes shall be made in the scope of the Project or to the Project Budget, including the source or nature of matching funds, without the prior written approval of the Executive Director. Any document signed by the Executive Director accepting a change in the scope of the Project or to the Project Budget shall explicitly set forth the accepted change. If the maximum authorized amount of the Grant exceeds the amount necessary to complete the Project, the excess shall not be disbursed to the Grantee but shall remain with the Commission. If excess funds were previously disbursed, such funds shall be returned to the Commission within thirty (30) days of the earlier of the completion of the Project or the expiration of this Agreement.

The Company and the Grantee agree to cause the Project to be acquired, constructed, improved, equipped, furnished and/or otherwise undertaken as described in **Exhibit A** and will cause the Project to be completed on or before the expiration of this Agreement. The Company represents and warrants that Grant funds and funds available from the other sources specified in the Project Budget will be sufficient to cause the Project to be completed.

The Grantee and the Company agree to comply with all applicable federal, state, and local laws and regulations pertaining to the Project and the use and application of Grant funds.

2. Payment of Grant Funds. Subject to the terms of this Agreement and at the sole discretion of the Commission shall be disbursed on a reimbursement basis. Disbursement shall only be made after the Grantee Certification attached hereto as **Exhibit C** has been completed by the Grantee and delivered to and approved by the Commission in its sole discretion.

The Grantee shall be eligible for reimbursement upon submission of a signed payment request on the Commission's then-current form ("Payment Request Form") with adequate supporting documentation. The Grantee and the Company agree to comply with the Commission's General Funding Policies, Grant Disbursement Guidelines, and Guidelines for Advance of Funds as they may be updated from time to time.

Expenses incurred prior to the execution of this Agreement are not eligible for reimbursement. Prior to any disbursement, the Commission shall have on record documentation from the Grantee designating the officers, employees, or agents authorized to make a reimbursement request (such documentation may be in the form of a resolution or minutes of the Grantee appointing such designee).

Reimbursement requests shall be submitted not more frequently than quarterly, unless the Executive Director otherwise agrees. Appropriate supporting documentation shall be attached to all Payment Request Forms and may include, but is not limited to, invoices from goods purchased and services performed, receipts, vouchers, reporting forms or other evidence of the actual payment of costs related to the Project and consistent with the Project Budget. The Grantee and the Company shall also provide appropriate supporting documentation of the

expenditure and application of the required matching funds for the Project. The Commission may in its sole discretion refuse to make a disbursement if the Grantee's documentation is not adequate or if such disbursement does not appear to be within the Project Budget or is otherwise contrary to or in violation of the provisions hereof. The Commission in its sole discretion may refuse to disburse any funds to the Grantee if the Grantee has previously received a grant award and a final grant report for the previous grant award has not been received by the Commission.

3. Employment Obligation. The Company shall employ at least 50 persons in connection with the Project in the Locality with a quarterly aggregate payroll of at least $568,750. For the purposes of this Agreement, the number of persons "employed" means the number of persons to whom the Company pays wages in any given quarter and is calculated by adding together the number of persons to whom the Company paid wages in each month of the quarter and dividing that sum by three (3). Said employment and payroll will be in addition to those already employed in the Locality by the Company and paid during the calendar quarter ending on *March 31, 2020* hereinafter called the "Base Quarter." Persons employed by the Company in the Locality shall be counted as employed hereunder only to the extent that they (a) exceed the aggregate number of employees at all Company locations within the Commonwealth during the Base Quarter, and (b) are not counted as fulfilling any other employment obligation made to the Commission by the Company under any other agreement.

In order for the Grantee to earn the portion of the Grant allocated to the employment obligation described above and not have a repayment obligation under Section 7, the Company must fully meet its employment obligations hereunder not later than thirty-six (36) months after the end of the Base Quarter. The Company's employment obligations will be deemed to have been fully met when it documents any three (3) consecutive calendar quarters after the Base Quarter in which:

(i) the average number of persons employed by the Company during each of those three (3) consecutive quarters exceeds the average number of persons employed by the Company in the Base Quarter by at least the number promised in Section 3 above, AND

(ii) the total wages paid by the Company to employees in each of those three quarters exceed the wages paid by the Company to employees in the Base Quarter by at least the amount promised in Section 3 above, AND

(iii) all such employees worked in the Locality, AND

(iv) all Company employees in Virginia have been reported to the Virginia Employment Commission ("VEC") in accordance with VEC regulations. The Company's failure to satisfy such requirements shall be a breach hereof, and shall constitute an Event of Default hereunder by the Company. Employment gains by the Company in the Locality that are offset by employment losses elsewhere in Virginia shall not be counted as employment hereunder.

All determinations of performance made under this Section shall be based upon reports made by, or on behalf of, the Company to the VEC including but not limited to *VEC Form FC-20 Employer's Quarterly Tax Report* and *O.M.B. Form No 1220-0134 Multiple Worksite Report – BLS 3020* (or any successor forms designated by VEC, or accepted by VEC in lieu thereof). If such filings include Company employees who did not work in the Locality, it shall be the duty of

the Company to provide additional information sufficient to identify those employees who did work in the Locality. Employees of control affiliates (*e.g.*, subsidiary companies, parent companies, entities under common ownership or control) or employees of independent contractors hired by the Company shall not be counted as employees of the Company in fulfillment of its promise hereunder UNLESS such entities and their relationship to the Company are disclosed to and approved by the Executive Director in writing, AND such entities supply the Commission with the same employment documentation as described herein.

4. Taxable Assets Obligation. The Company shall locate or construct taxable assets associated with the Project in the Locality having an assessed value of at least $2,015,500.00, as determined by the Locality's Commissioner of Revenue ("COR"). Said taxable assets will be in addition to those counted in fulfillment of any other taxable asset or capital investment obligation made to the Commission by the Company under any other agreement. If the Company is exempt from the payment of property taxes on certain assets by state law, the Company shall not be entitled to receive or keep any portion of the Grant allocated to its investment in those certain assets.

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

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

The Commission's determination as to whether the Company satisfied its taxable asset obligation will be based on asset values assessed by the COR and will be the sum of the following:

a. the highest <u>real property</u> assessed value of record for any one of the three calendar years following the Base Year, less the assessed value of the Base Year, PLUS

b. the first <u>personal property</u> assessed value for each asset first appearing of record during the three calendar years following the Base Year.

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

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

5. Verification of Performance. The Company hereby expressly grants its consent for (a) the COR to release to the Commission or the Grantee records necessary to disclose the information required in this Agreement, and (b) the VEC to release to the Commission all Company employment records of any kind held by the VEC.

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

6. Events of Default. If any of the following should occur within the thirty-six (36) month period after the end of the Base Quarter, it shall constitute an "Event of Default" and the Commission may, at its election, accelerate the obligation of the Company and Grantee to repay the portion of the Grant that has not been earned as of the date of the Event of Default:

a. The Company applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or arrangement with creditors, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating the Company as bankrupt or insolvent or approving a petition seeking reorganization of the Company or appointing a receiver, trustee or liquidator of the Company or of all or a substantial part of its assets which remains undismissed, undischarged or unstayed for a period of forty-five (45) days;

b. The Company ceases to be of record and in good standing with the Virginia State Corporation Commission, and such failure is not cured within sixty (60) days from notice thereof, unless Company obligations hereunder have been assumed by another entity and that assumption was approved by the Executive Director and the Grantee;

c. The Company fails, for reasons other than an Event of Force Majeure (as defined herein), to fulfill at least twenty-five percent (25%) of <u>either</u> its employment obligation described in Section 3 above or its taxable asset obligation described in Section 4 above within eighteen (18) months after the end of the Base Quarter;

d. The Company's employment level is less than 75% of that found in the Base Quarter in more than two (2) calendar quarters following the Base Quarter;

e. The Company fails to provide verification to the Commission as described in Section 5 within sixty (60) days from a written request from the Commission; or

f. The Company closes its business in the Locality for a period of more than thirty (30) days during the thirty-six (36) months following the Base Quarter.

7. Repayment Obligation. In the event that the Company does not meet its obligations hereunder within thirty-six (36) months after the end of the Base Quarter, or an Event of Default occurs, the Company shall repay to the Grantee the unearned portion of the Grant. For the purposes of determining the amount of the repayment obligation of the Company and Grantee, fifty percent (50%) of the Grant is allocated for the Company's taxable asset obligation set forth in Section 4 and fifty percent (50%) of the Grant is allocated for the Company's employment obligation set forth in Section 3.

The amount that the Company and Grantee must repay will be calculated as follows:

a. The Company must locate or construct taxable assets in the Locality with an assessed value of at least $1 million (the "Minimum Investment Requirement") in order to earn any portion of the Grant. If the Company does not satisfy the Minimum Investment Requirement, the Company and Grantee must repay 100% of the Grant.

b. Subject to the terms of Section 7.c. below, so long as the Company satisfied the quarterly aggregate payroll requirement described in Section 3, the fraction of the Grant allocated to employment that the Company and Grantee may retain is determined by dividing the average number of persons the Company employed during the three consecutive quarters with the highest employee count as determined in Section 3 by the number of jobs promised in Section 3.

c. The method of computation set forth in Paragraph 7.b. above will be used only if the quarterly aggregate payroll for the three consecutive quarters described in Section 3 equals or exceeds that promised in Section 3. If the actual quarterly aggregate payroll is less than that promised in Section 3, the number of qualifying employees shall be reduced in proportion to the shortfall in quarterly aggregate payroll and the reduced number of employees shall be used to determine whether Company has satisfied its employment obligation hereunder.

d. After exceeding the Minimum Investment Requirement, the fraction of the Grant allocated to taxable assets that is earned by the Company is determined by dividing the greatest value of assets assessed by the COR under Sections 4 and 5 above by the taxable assets promised in Section 4.

e. All unearned portions of the Grant shall be repaid by the Company to the Grantee not later than thirty (30) days after the date on which the Commission notifies the Company and the Grantee of the unearned amount. The Grantee agrees to remit the same to the Commission. Any refund owed by the Company to the Grantee hereunder shall immediately constitute an obligation of the Grantee to repay the Commission and such Grantee's obligation shall **not** be contingent upon successful collection of any amount from the Company. **The Grantee shall be liable for repayment to the Commission that portion of the Grant determined by the Commission to be due under the terms of this Section and hereby agrees to make such repayment without regard to whether Grantee has received repayment from the Company as further certified on <u>Exhibit C</u> attached hereto.**

f. Interest shall accrue on unpaid balances at the rate of three percent (3%) per annum beginning on the 31st day after the Company and Grantee are notified of the amount due.

g. If the Company does not meet its employment obligations or taxable asset obligations hereunder by the date which is thirty-six (36) months after the end of the Base Quarter because of an Event of Force Majeure arising after the date of this Agreement (as defined herein), the date by which a requirement to meet such commitments shall be extended day-for-day for a period equal to the time elapsed during the Event of Force Majeure. "Event of Force Majeure" means any of the following: acts of God, strikes, lockouts, crime, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, draughts, or explosions.

h. In the event the Commission is required to take legal action under this Agreement, the Grantee and the Company, jointly and severally, shall be liable for all of the Commission's costs expended for the administration and enforcement of this Agreement, including but not limited to reasonable attorney's fees and court costs.

8. Revenue Sharing. The Locality is party to this Agreement solely for the purposes of agreeing to the Revenue Sharing Addendum attached hereto as **Exhibit D**. The Locality shall, upon receipt of tax revenue from the Company, calculate and return to the Commission a portion of tax revenue as described in **Exhibit D.**

9. Right of Inspection. The Commission, and its employees and agents, shall have the right to inspect the Project upon reasonable notice to the Grantee and the Company being provided, however, that in the event of an emergency, inspection may be made, to preserve the integrity of the Grant and its original intended purpose, with notice to the Grantee and the Company being given at the earliest practicable time.

10. Parties' Relationship. In connection with the award or the administration of the Grant, the Commission does not and shall not assume any liability for any financial or other obligations of the Grantee and/or the Company, made to third parties, whether or not related to the Project. The Grantee and/or the Company is and will be acting as an independent contractor in the performance of the Project, and agrees to be responsible, to the extent permitted by applicable Virginia law, for negligent acts or omissions of its employees, agents or officers arising out of its obligations under this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commission or the Commonwealth

In the event the Commission is required to take legal action under this Agreement, the Company and Grantee shall jointly and severally liable to the extent allowable by Virginia law, for all of the Commission's costs expended for the administration and enforcement of this Agreement, including but not limited to, reasonable attorney's fees and court costs.

11. Recordkeeping. The Grantee shall maintain proper books of record and account with respect to the Grant and the Project in which accurate and timely entries shall be made in accordance with generally accepted accounting principles, during the term of this Agreement. The Grantee shall retain all invoices from goods purchased and services performed, receipts, vouchers, reporting forms or other evidence of the actual payment of costs related to the Project. All books of record and account and all records of receipts and expenditures with respect to the Grant and the Project and copies of Payment Request Forms with supporting documentation and annual and final reports submitted to the Commission shall be retained for at least three (3) years

after the later of the completion of the Project or the expiration of this Agreement. The Commission, and its members, employees, and agents, shall have the right to inspect and make copies of the books and records of the Grantee related to the Project

12. Annual Reports. The Grantee and the Company shall submit to the Commission annual financial and narrative reports reflecting activity in the Fund and progress made toward completion of the Project. Annual financial reports shall be presented on the Commission's grant reporting form then in effect (the "Grant Reporting Form"). Annual narrative reports shall indicate the progress made toward achieving the goals of the Grant and shall be submitted with the Grant Reporting Form. Annual reports shall be due one year from the Award Date and annually thereafter until the Project is complete. The Commission reserves the right to request additional information to supplement the information provided in the Grant Reporting Form or the annual narrative reports, including but not limited to, the Company's audited financial statements.

13. Final Report. The Grantee and the Company shall provide a final financial and narrative report to the Commission with the final reimbursement request. The final report shall contain the type of information contained in the annual reports, including a narrative as to the success of the Project and a description of the long-term achievements and expectations for the Project and shall be presented on the Commission's Grant Reporting Form. The Commission will not pay the final reimbursement until the Company and Grantee have submitted a final report.

14. Interim Reports. In addition to the annual reports and final report required by Sections 12 and 13 of this Agreement, the Commission may reasonably request that the Grantee and the Company submit additional or interim information from time to time to ensure that the provisions of this Agreement are properly carried out, administered and enforced.

15. Misuse of Award; **Rights of Commission**. If the Commission determines that any part of the Grant has not been used for the Project or for a purpose otherwise approved in writing by the Executive Director, or that the Grantee and/or the Company has failed to comply with any material term or condition or obligation of the Grantee and/or the Company in this Agreement, including but not limited to, the Grantee and/or the Company making in any material respect a false or misleading statement or other written or oral representation, warranty or statement furnished or made to the Commission in this Agreement, the Application or otherwise, the Commission in its sole discretion may withhold any further disbursements to the Grantee and, in addition:

(a) rescind the Grant by written notice to the Grantee, in which event the Grantee shall be obligated to return to the Commission, within five (5) days following receipt of such notice, an amount, from legally available funds, equal to all Grant payments received pursuant to this Agreement, plus interest from the date of receipt of such notice at the prime rate set forth in the Wall Street Journal on the date of such notice;

(b) take any action as necessary to preserve the integrity of the Grant and to preserve Grant funds for appropriate uses;

(c) determine that the Grantee and/or Company is ineligible to receive future grant funding through the Commission;

(d) withhold any and all disbursements requested by the Grantee from the Commission under any other grant approved by the Commission; and/or

(e) take such judicial action as is necessary to collect any amounts owed, including legal action for breach of this Agreement.

16. Sale or Encumbrance; Security Interest. None of the assets or property acquired, constructed, improved, equipped, and/or furnished as part of the Project shall be leased, sold, exchanged, disposed of, hypothecated, mortgaged or encumbered without the prior written approval of the Executive Director. In the event that such asset or property is leased, sold, exchanged, disposed of, hypothecated, mortgaged or encumbered without the prior written approval of the Executive Director, the Commission may assert its interest in the asset or property to recover the Commission's share of the value of such asset or property and/or recover from the Grantee and/or the Company, unless otherwise prohibited by law.

Grantee and/or the Company hereby pledges, delivers and assigns to the Commission a security interest in all property purchased with the Grant. Upon the request of the Commission, Grantee and/or the Company will execute, provide and sign all documents necessary to establish and/or perfect Commission's security interest in such property, including deeds of trust, supplemental deeds of trust, amendments or modifications thereto, financing statements, continuation statements or other instruments and documents which may be reasonably required from time to time.

17. Press Releases. The Company and the Grantee each agree that it shall not issue any press releases or other public statements regarding the Grant without the prior written consent of the Commission.

18. Future Funding. The Grant provided pursuant to this Agreement shall not be deemed to be an actual or implied promise of the Commission to fund the Project except as provided for herein. No representation by the Commission, or its members, employees or agents, shall be binding unless set forth in writing and signed by the Executive Director. In addition to the other remedies provided by law or in this Agreement, if the Company or Grantee fails to comply with the terms of this Agreement, the Project shall not be entitled to additional funding by the Commission.

19. Entire Agreement. To the extent there are inconsistencies between this Agreement and its supporting documents, including the Application and the exhibits attached hereto, this Agreement shall control. This Agreement expresses the entire understanding and all agreements between the Commission, the Company and the Grantee and may not be modified except in a writing signed by the Commission, the Company and the Grantee.

20. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the applicable laws of the Commonwealth. The venue of any judicial action shall be in the Circuit Court of the City of Richmond, Virginia, and such litigation shall only be brought in such court.

21. Limitation of Commission's Liability. Nothing herein shall be deemed to be a covenant, agreement or obligation of a present or future member of the Commission or of an employee or agent of the Commission. No member, employee or agent of the Commission shall incur any personal liability with respect to any action taken by him or her pursuant to this Agreement.

22. Severability. If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

23. Public Documents. Unless specifically exempted pursuant to the Virginia Freedom of Information Act (Virginia Code Section 2.2-3700 *et seq.*, as amended), all reports, documents, financial data and other information provided to the Commission shall be public records.

24. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications pursuant to this Agreement shall be in writing and shall be deemed received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee) to (a) the Commission at 701 East Franklin Street, Suite 501, Richmond, Virginia 23219, Attention: Executive Director, (b) the Grantee at the address set forth below, or (c) the Company at the address set forth below.

25. Conditional Funding. In the event that disbursement of Grant funds is contingent upon the happening of an event or events described herein that have not yet occurred as of the Award Date, the Commission may withdraw the Grant if such event or events have not been substantiated with appropriate documentation satisfactory to the Commission within twelve (12) months of the Award Date. This Agreement is subject to the availability of Commission funds. If such funds become unavailable and the Commission is unable to obtain sufficient funds, this Agreement shall be amended or terminated, as appropriate.

26. Expiration. Thirty-six (36) months after the date on which the Grant is approved, the Grant shall be automatically rescinded with respect to all funds not yet disbursed by the Commission, unless an extension is granted in writing by the Commission. Any Grant funds disbursed but not spent on the approved Project at the end of the 36-month period will be returned to the Commission.

27. Assignment. Neither this Agreement nor any rights under this Agreement may be assigned, by operation of law or otherwise, by the Company or the Grantee without the prior written consent of the other parties hereto. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

28. Survival. The rights and remedies available to the Commission shall survive any expiration or termination of this Agreement.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

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

TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia

Signature of Executive Director:_____

Printed Name of Executive Director: _____Evan Feinman_____

Date: _____

Grantee Information

RUSSELL COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

Signature of Grantee's Chief Executive: _____

Printed Name of Grantee's Chief Executive: _____

Date: _____

Address_____

Phone #_____ **e-mail**_____

Company

Company Name:_____

Signature of Company's Chief Executive: _____

Printed Name of Company's Chief Executive: _____

Date: _____

Address_____

Phone #_____ **e-mail**_____

Federal ID #_____

Locality Information

RUSSELL COUNTY, VIRGINIA

Signature of Locality's Chief Executive: _____

Printed Name of Locality's Chief Executive: _____

Date: _____

Address_____

Phone #_____ **e-mail**_____

Exhibit A

Project Description

The Grantee will use the Grant to induce the Company to locate taxable assets and employ person in the Locality.

The Grantee will tender the Grant to the Company for its use and benefit, provided the Company achieves certain goals relating to employment, salary and construction or location of taxable assets in the Locality. The Company's employment, salary and taxable asset obligations ("Performance Obligations") are described in Sections 3 and 4 of this Agreement. In order for the Grantee to fully earn the Grant, the Company shall meet the Performance Obligations within 36 months of the Award Date.

The Company will utilize the Grant to purchase hemp processing and related equipment including distillation equipment, isolation equipment, high-performance grow lights, mechanized drying equipment and refining equipment (the "Equipment"). The Equipment shall consist of the following:

Shimadzu HPLC
Colorado Extraction
System Spray Vap
Biotage Flash Chromotography

The Company will use the Equipment to increase hemp processing capacity and product lines, greenhouse production and harvesting efficiency which will result in new employment and taxable assets in the Locality. The Company shall purchase the Equipment and shall submit eligible reimbursable expense requests to the Grantee who shall then submit to the Commission for review and approval in accordance with the Agreement.

Exhibit B

Project Budget

The Budget Worksheet is available as a separate attachment.

See Attached.

Exhibit C

Grantee Certification

The RUSSELL COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Grantee") hereby certifies that (a) it unconditionally guarantees the Company's performance under and pursuant to the Performance Agreement (this "Agreement") dated as of May 18, 2020, by and among the TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia (the "Commission"), the Grantee, and Clinch River Hemp Company, a Virginia limited liability company (the "Company"), and (b) it holds collateral security from the Company sufficient to provide a secondary source of repayment in the event that the Company cannot or will not repay the unearned portion of the Grant (as defined in the Agreement) to the Commission. Such collateral security is described as follows:

_____

_____

_____

_____.

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

GRANTEE

By:_____

Title:_____

Date:_____

Exhibit D

Revenue Sharing Addendum

RUSSELL COUNTY, VIRGINIA (the "Locality"), a political subdivision of the Commonwealth, hereby guarantees to pay the TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia (the "Commission"), an amount equal to 5% of annual net new taxes collected by the Grant described in the Grant Agreement (this "Agreement") dated as of May 18, 2020, by and among the Grantee, the Commission, the Locality and Clinch River Hemp Company, a Virginia limited liability company (the "Company"). The total amount of Local tax revenue provided to the Commission shall not exceed 105% of the Grant amount.

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

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

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

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

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

In the event of a repayment obligation pursuant to Section 7 of the Agreement, any payments by the Locality to the Commission under this Addendum shall be credited to the Grantee.

Exhibit D cont.

The Company hereby expressly grants its consent for the Commissioner of the Revenue for Russell County to release to the Commission records of all local tax assessments made to the Company for all tax periods including and beginning after May 18, 2020.

TOBACCO REGION REVITALIZATION COMMISSION

By:_____

Evan Feinman, Executive Director

Date:_____

GRANTEE

By:_____

Title:_____

Date:_____

COMPANY

By:_____

Title:_____

Date:_____

LOCALITY

By:_____

Title:_____

Date:_____

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 Superviosrs may convene solely by electronic mean "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

RUSSELL COUNTY, VIRGINIA
REQUEST FOR PROPOSALS (RFP)

CONCEPTUAL PHASE
DESIGN-BUILD OF COURTHOUSE RENOVATION AND EXPANSION UNDER THE VIRGINIA PUBLIC PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT (PPEA)

Russell County, Virginia desires to contract with an experienced Private Entity under the Public Private Education Facilities and Infrastructure Act (PPEA) for design-build services for the renovation and expansion of the Russell County Courthouse. Issues with the existing courthouse facility that are to be addressed include space needs and security concerns, upgrades and/or replacement of existing building systems, inadequate restroom facilities, accessibility concerns, and adequate parking.

RFP Documents will be issued on **August 12, 2020**. These documents are available on Russell County's website at https://russellcountyva.us/. Direct inquires for information to: Curtis Elswick at curtis.elswick@skanska.com or 540-423-2860. All responses to this solicitation shall be in strict accordance with the requirements set forth in the Request for Proposal documents accessed through the Russell County website. A non-mandatory Pre-Proposal Conference to include a tour of the existing courthouse facility and site will be held at **1:30 p.m. local time, on August 27, 2020**, at the Russell County Courthouse located at 53 East Main Street in Lebanon, Virginia.

All requests for clarifications or questions regarding this request for proposal must be made in writing, by email to curtis.elswick@skanska.com and received by **5:00 p.m., local time, September 4, 2020**. Any alteration or changes to this Request for Proposals will be made only by written addendum issued by the County. Sealed proposals will be accepted prior to **2:00 p.m. local time, September 11, 2020.** This is a private opening and only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered.

_____
Lonzo Lester, County Administrator

RUSSELL COUNTY, VIRGINIA

REQUEST FOR PROPOSALS (RFP)

For

CONCEPTUAL PHASE

DESIGN-BUILD OF COURTHOUSE RENOVATION AND EXPANSION UNDER THE VIRGINIA PUBLIC PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT (PPEA)

Date: August 12, 2020

CLOSING DATE: September 11, 2020 at 2:00 pm Local Time

NON-MANDATORY PRE-PROPOSAL CONFERENCE: August 27, 2020 at 1:30 pm at the Russell County Courthouse located at 53 East Main Street, Lebanon, Virginia.

DEADLINE FOR QUESTIONS: September 4, 2020 at 5:00 pm Local Time. All questions should be submitted in writing by the deadline to the contact noted below.

The Request for Proposals (RFP) can be downloaded "free of charge" at:

https://russellcountyva.us/

NOTE: ALL ADDENDA CAN BE ACCESSED AT THE WEBSITE ADDRESS ABOVE

For inquiries contact:

Curtis Elswick
Sr. Vice President/Regional Executive
Skanska USA Building Inc.
540-423-2860 (Phone)
curtis.elswick@skanska.com

REQUEST FOR PROPOSALS (RFP) UNDER PPEA FOR DESIGN-BUILD OF COURTHOUSE RENOVATION AND EXPANSION CONCEPTUAL PHASE

Russell County, Virginia

1. INTRODUCTION/SUMMARY

1.1. Background:

Russell County, Virginia (herein described as ”Owner” or ”County”) desires to contract with an experienced Private Entity under the Public Private Education Facilities and Infrastructure Act (herein referred to as “PPEA”) for design-build services for the Courthouse Renovation and Expansion project (herein referred to as “Project”). The Project is described in this Request for Proposals document (herein referred to as ”RFP”).

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. The Courts processes approximately 24,000 cases per year and see approximately 494 people per month on average with up to 863 cases on certain days which is a significant concern. Increased case load has resulted in additional judges and court dates needed for Russell County. In addition, the Courts are being encouraged to move away from combined courts.

The County would like to renovate and expand the existing courthouse facility to address several issues including:

- Space needs and security concerns as well as needed upgrades to the facility.
- Restroom facilities outside combined courtroom are inadequate. There is only one women’s toilet and one men’s toilet on the main floor of the courthouse.
- Additional private hearing space is needed.
- General District Court is held five days per week in one courtroom.
- There are no dedicated witness waiting rooms. Witness waiting areas are not secure and are shared with general waiting in the hallway outside of the courtrooms.
- There is inadequate parking.
- 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. There is no dedicated jury parking lot and no dedicated jury parking spaces. 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. There is no secure circulation for prisoners.
- Courtrooms are generally no accessible. There are no designated handicap/wheelchair areas in the courtroom or jury box. There are steps to the witness stands, judges’ benches, and court reporter stations. The Circuit Courtroom does not meet accessibility standards. There is inadequate space/furnishings, environmental controls, and technology provisions. In the

General District Court Courtroom, all parties utilize the same entrance except for access to the Judge's Chambers and this courtroom does not meet accessibility standards. As with the Circuit Courtroom, there are inadequate space/furnishings, environmental controls, and technology provisions.

- Front doors of courthouse remain locked as there are ADA issues (no way for someone in a wheelchair to access the front door).
- 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 geotechnical engineering study. This information will be obtained and provided once a shortlist of firms has been determined to receive a request for Detailed Phase Proposals or a design-build team has been selected. A HAZMAT survey report was completed in January 2019 and will be made available to the firm(s) selected to submit a Detailed Phase Proposal.

1.2. The Project includes the design and renovation of the existing courthouse with potential expansion(s) and all associated abatement, demolition, sitework, utilities, and required parking. At this time, it is anticipated that the existing courthouse will remain in operation during any renovations and/or additions.

1.2.1. Programmatically, the facility will need to house the following:

- Circuit Court and Support Space
- Clerk of Courts
- General District Court and Support Space
- Juvenile and Domestic Relations District Court and Support Space
- Deputy Clerks (5)
- Probation and Court Services to include Public Defender's Office, Courthouse Security, and Probation Officer
- Commonwealth Attorney
- Sheriff's Department
- Holding Cells
- MIS, Buildings & Grounds, Storage, and Common Areas
- Vehicular sally port
- Enclosed, secure parking for Judges.

1.2.2. The proposed renovation and expansion will be on the existing Russell County Courthouse property generally located at 53 East Main Street, Lebanon, Virginia. See Appendix C for site and property information.

1.2.3. The jail which is part of the courthouse building is empty and will not be used in the future. The scope and cost of demolition of the jail should be assumed by the Private Entity in their proposal.

1.2.4. Adequate parking is currently a concern and the Project must consider adequate parking needed at peak times to include parking for staff and public and needs to be a design consideration.

1.2.5. Front doors of the courthouse remain locked due to accessibility issues. The County would like to re-open these doors for use and be accessible for all.

1.3. The County adopted a document entitled, "County of Russell: Public-Private Education Facilities and Infrastructure Act of 2002, As Amended". These guidelines were adopted by Russell County, Virginia on October 2019.

1.4. The County adopted a Resolution on February 19, 2020 declaring the Courthouse Project Renovations as a qualifying project under the Public-Private Education Facilities and Infrastructure Act of 2002 (herein referred to as "PPEA") and Russell County now seeks to obtain competitive negotiable proposals for the Courthouse Renovation and Expansion required to meet the long-term facility and space needs of the court system. The County determined that the PPEA may offer opportunities for innovative solutions to meet the needs of Russell County's court system.

1.5. The County will consider proposals that provide conceptual phase design, anticipated schedule for design and construction, and estimates of cost for the Courthouse Renovation and Expansion.

1.6. Design of the proposed facility should meet the following minimum criteria:

1.6.1 Conceptual phase design for a proposal which will meet the space needs of the Russell County court system.

1.6.2 Comply with the Virginia Courthouse Facilities Guidelines, latest edition as of approval of Design Development or otherwise agreed upon between the County and Private Entity. Current Edition is Revision February 2015. A copy of the current Virginia Courthouse Facility Guidelines is included as Appendix B.

1.6.3 Be designed to provide necessary security and protection, lighting, acoustics, electrical, mechanical, fire protection, structural, data/telecommunications, and audio-video systems in accordance with nationally recognized court design standards and the Virginia Uniform Statewide Building Code.

1.7. Courthouse operations currently housed within the existing courthouse facility will remain in operation during construction activity.

1.8. The procurement, delivery and installation of all loose furnishings, fixtures and equipment (FF&E) will be managed by the County. The Private Entity should include all fixed casework, fixed shelving, security equipment, and fixed courtroom seating in their scope of work.

1.9. Public-Private Education Facilities and Infrastructure Act of 2002 for the County are being followed for this PPEA selection, which provide for a two part proposal submission process consisting of an initial Conceptual Phase Request for Proposals (RFP) and subsequent Detailed Stage Proposals.

1.10. The objective of this RFP is to select a shortlist of highly qualified Private Entities deemed most suitable for this particular project. The short list of proposers will be requested to submit and participate in the Detailed Stage of the proposal. The County may, at any time, require the proposer to provide additional information, additional copies of prior submissions, and/or clarification to any submission. Since this is a solicited proposal, there is no proposal review fee required from the Private Entity.

1.11. A stipend may be paid to those Proposers selected to participate in the Detailed Stage and who submit satisfactory proposals. The amount of the stipend, if any, will be determined at a later date.

1.12. The County intends to enter into an Interim Agreement and follow-on Comprehensive Agreement with the successful Proposer that will have specific contract provisions that may include, but not limited to: an initial Contract Cost Limit for all design and construction costs including site improvements and building costs; design fees; lump sum fees; Guaranteed Maximum Price at or near 65% design or possibly at or near 100% design; open book contracting; design review process; allowances and unit price items; reimbursable costs; contingencies; and may include liquidated damages.

1.13. Project Schedule - These dates are preliminary and are subject to change:

1.13.1 RFP Issuance Date: August 12, 2020

1.13.2 Pre-Proposal Meeting: August 27, 2020 at 1:30 pm Local Time

1.13.3 Last Day for Questions on RFP: September 4, 2020 by 5:00 pm Local Time

1.13.4 Conceptual Phase Proposals Due: September 11, 2020 by 2:00 pm Local Time

1.13.5 Announce Shortlist of Successful Concept Phase Proposals: September 2020

1.13.6 Issue Request for Detailed Stage Proposals: October 2020

1.13.7 Detailed Stage Proposals due: November/December 2020

1.13.8 Interviews with Firms Presenting Detailed Proposals: December 2020

1.13.8 Enter into negotiations with the Successful Detailed Phase Proposer: December 2020

1.14. Additional information may be made available to firms selected to provide Detailed Stage Proposals to include, but may not be limited to:

- As-built drawings of existing courthouse
- HAZMAT survey report(s)
- Fire flow test data
- Geotechnical report

2. CONTACTS

2.1 Contact shall be with Curtis Elswick, Sr. Vice President/Regional Executive, Skanska USA Building Inc. (curtis.elswick@skanska.com or 540-423-2860). No contact shall be made with County administrative staff, judges, court staff or sheriff office staff without the prior approval of Russell County. Any contact with County representatives other than the contact listed above may serve as grounds for rejection of proposals.

2.2. **Issuing Office:**

Lonzo Lester, County Administrator
Russell County, Virginia
137 Highland Drive
Lebanon, VA 24266
Office: (276) 889-8000

3. GENERAL INFORMATION

3.1. A Pre-Proposal Meeting shall be held at the Russell County Courthouse located at 53 East Main Street, Lebanon, Virginia on August 27, 2020 at 1:30 pm. This meeting is not mandatory but highly recommended. Those interested in participating in the Pre-Proposal Meeting should meet at the main lobby of the courthouse prior to the start time noted above. The purpose is to review the administrative requirements of the RFP, steps for completing the Design-Build proposal, review the site and to receive any questions concerning the RFP process.

3.2. The County will announce by letter the shortlist of the selected Proposers that will be asked to respond to the Request for Detailed Stage Proposals for the Project.

3.3. This document, and all referenced documents included on Russell County's website constitute the entire Request for Proposal package. The RFP Documents are only for the purpose of obtaining Qualification Proposals for the Work and do not confer a license or grant to Proposers for any other use.

3.4. On request, the County will provide each Proposer access to the Site to conduct such examinations and investigations as each Proposer deems necessary for submission of a Proposal.

3.5. All questions shall be in written form by email to Curtis Elswick at curtis.elswick@skanska.com.

3.6. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and posted on Russell County's website. Proposers are solely responsible for checking this website regularly for all Addenda.

3.7. Questions received after the posted deadline may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will not be binding.

3.8. Addenda may be issued to clarify, correct, or change the Proposal Documents as deemed necessary.

4. SUBMITTAL INFORMATION - MANDATORY CRITERIA

An unsatisfactory response to any item in the category titled "Mandatory Criteria" may be considered sufficient cause to disqualify an applicant from further consideration for short-listing for this Project. Responses to the RFP shall be complete for criteria requested by the County as it relates to the project. Additional information, examples of work, data shall be issued in a separate binder or identified by Index Tab as supplemental information.

4.1. **Responsiveness to RFP** – Only responsive applications will be considered and evaluated. A responsive application must be completed according to the instructions, and include all required attachments and requested information.

4.2 **Debarment Status** – By submitting an application, the Proposer certifies that neither it nor any affiliated entity is currently debarred from submitting bids or has otherwise agreed not to submit bids on contracts with any government or business entity. If the Proposer experiences a material change in its debarment status after the application is submitted and prior to the award of the contract for the project, the Proposer shall notify the County of the change in writing at the time the change occurs or as soon thereafter as is reasonably practicable. If at any time during the evaluation process the Proposer is issued a debarment judgment then this will be considered grounds for automatic disqualification.

4.3 **License** – The Proposer must provide copies of their firm's Commonwealth of Virginia Contractor's and Architect's Licenses with the RFP response.

4.4 **Bonding Capacity/Statement** – Proposers must provide a signed statement from their Surety stating that, based on present circumstances, the Surety will provide, at a minimum, a $12 million (or value of the proposal, whichever is more) performance and payment bond for the Proposer in connection with the Project.

4.5. **Conflict of Interest** - Identify any persons known to the applicant who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to Virginia State and Local Government Conflict of Interest Act (Va. Code §§ 2.2-3100 et seq.).

5. EVALUATION FACTORS

In considering a Proposer for short listing, the County will be the sole judge of the Proposer's qualifications and experience, including experience with similar projects, experience with PPEA projects, demonstration of ability to perform work; leadership structure; project manager's experience, project team and experience working together, management approach, financial condition, project understanding and project schedule. The Project understanding shall include the County's desired level of construction quality, building site improvements, County administration and court operation procedures, traffic and pedestrian flow, and general design intent as deemed appropriate for the County. Evaluation factors are listed in no order of preference:

5.1. **Qualifications and Experience**

5.1.1. Experience with similar projects/ability/PPEA methods to perform work – During the evaluation of experience and ability to perform the work, emphasis will be placed on a Proposer's performance on recent projects of a similar size and nature to the Project, including Proposer's ability to manage costs within an established construction budget and to develop a comprehensive agreement. Other factors include, but not limited to, delivery of a quality product, and meet scheduled completion dates. Preference will be given to firms with the following experience:

1. Construction Experience including the following:

   A. Successful completion (on time, within budget, and per client's specifications) of at least two (2) building construction projects of $10 million or more in the last five (5) years by the general contractor similar in scope to the Project in this RFP. Acceptable delivery methods include Design-Bid-Build, Design-Build and CM at Risk.

2. Design Experience including the following:

   B. Courthouse Experience - Successful completion (on time, within budget, and per client's specifications) of at least one Courthouse design by the designated Design Project Manager and Project Architect.

5.1.2. **Resources.** Provide details explaining how the firm or firms involved have current resources available to perform this Project.

5.1.3. **Leadership structure/key personnel experience** – Provide resumes demonstrating that the qualifications of the persons proposed for the following positions have relevant experience on projects of similar size and scope. Proposer must dedicate all key personnel to the project and may not make changes without written approval from the County. No substitutions of the key personnel represented below will be accepted without prior approval by the County. Request for approval to substitute may be submitted by the Proposer only for reasons beyond the Proposer's control.

1. **Key Personnel** include the following:

   A. Design/Build Project Manager – Experience on design/build projects of similar scope is required.

   B. Design Project Manager and Project Architect - Experience with Courthouse facilities is required.

C. Construction Project Manager, if different than Design/Build Project Manager – Experience with projects of similar scope is preferred.

D. Construction Superintendent – Experience with projects of similar scope is preferred.

2. **Other Team Members** include the following:

A. Civil Engineer - Experience working on projects within Russell County or with municipalities within Southwest Virginia is preferred.

B. Mechanical, Plumbing, Fire Protection and Electrical Engineer(s) – Experience with Courthouse or similar facilities is preferred.

C. Security Consultant – Experience with Courthouse facilities is required.

D. Audio/Visual Consultant – Experience with Courthouse facilities is required.

5.1.4. **Management Approach.** Provide a narrative explaining your approach to successfully manage the design and construction of the Project. Include a description and examples of how you will manage cost, quality and schedule. Schedule shall begin at "Notice to Proceed" and end with "Owner Occupancy" and assume an Interim Agreement will be executed.

5.1.5. **References** – The County reserves the right to contact any reference listed or non-listed party it deems appropriate. By submitting a response to this Request for Proposals, the Proposer releases the County and any references from all liability concerning this exchange of information.

1. Include a minimum of 5 references. Preference is given to references that are of civic architecture and courthouse construction projects.

5.1.6. **Financial Condition** – Financial data will be reviewed and compared to industry standards. **Include on AIA Document A305.**

5.1.7. **Safety Performance** – Safety data will be reviewed and compared to industry standards. Safety Performance (Contractor) – Please provide the following information on a separate sheet of paper:

1. Experience Modification Factor (EMF) for past five years.
2. A list of OSHA citations levied during the past three years. Describe the infractions and indicate whether there was a warning or fine imposed and the dollar amount of each.
3. Details from your organization's OSHA 300 "Log of Work-Related Injuries and Illnesses" indicating:

- Number of lost workday cases
- Number of restricted workday cases
- Number of cases with medical attention only
- Number of fatalities

5.1.8. **Claims/Final Resolution/Judgments** – Evaluation of this data will be based on the number of affirmative answers to the questions and the details provided in the explanation for each occurrence. **Include on AIA Document A305.**

5.1.9. **Failure to Complete** – Evaluation of the Proposer's failure to complete projects will be based primarily on the number of failure-to-complete occurrences and the explanations for the failure-to-complete occurrences. **Include on AIA Document A305.**

5.1.10. **Other Relevant Criteria** – Under separate Index Tab on binder include any relevant information, deemed to be in the best interest of the proposer and for benefit of the County but is not identified as mandatory to the Conceptual Phase proposal.

1. Proposer is encouraged (not mandatory) to present design schemes/options for consideration. Design with emphasis on court and government administration operations, use of site, parking, and cost benefit that may show the proposers understanding and creativity of the project.
2. Proposer is encouraged (not mandatory) to offer any creative methods for construction means and methods that may reduce the time for construction, phasing considerations, and/or minimize disruptions acknowledging the courthouse will remain in operation during construction.

6. PROCESS AND CRITERIA FOR REVIEW OF PROPOSALS AND SELECTION:

Only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation, and that are provided in an appropriate format, as described in this solicitation, will be considered for further review at the Detailed Stage proposal.

6.1 Review Committee - The County will establish a selection Committee to review proposals received under this solicitation.

6.2 Criteria for Selection - The following items will be considered in the evaluation and selection of the Conceptual Phase proposals. The County however reserves and retains the right to reject any request or proposal at any time for any reason whatsoever.

6.2.1 Qualifications and Experience: Conceptual Phase proposal factors to be considered in the County's review to determine whether the proposer possessed the requisite qualifications and experience may include but shall not be limited to:

a. Experience with similar projects;

b. Demonstration of ability to perform work;

c. Leadership structure;

d. Project manager's experience;

e. Management approach;

f. Financial condition; and

g. Project ownership.

6.2.2 Project Characteristics: Design Phase proposal factors to be considered in determining the project characteristics may include but shall not be limited to:

a. Project definition;

b. Proposed project schedule;

c. Operation of the project;

d. Technology, technical feasibility;

e. Conformity to laws, regulations, and standards;

f. Environmental impacts;

g. State and local permits;

h. Maintenance of the project.

6.2.3 Project Costs: Design Phase proposal factors to be considered in determining whether the proposed project costs are adequate for funding available may include but shall not be limited to:

Estimated costs for design fees, all anticipated site construction to include site utilities, site improvements, landscaping and parking; all building and/or renovation construction costs; and fixed furnishings and equipment.

7. SUBMITTAL OF PROPOSALS

7.1. **Six (6) copies of the Proposal, and an electronic copy on USB drive**, shall be submitted to the County on or before the due date and time listed in order to be considered. Late proposals will not be accepted. Proposals shall be clearly identified with — *Request for Proposals for the Russell County Courthouse Renovation and Expansion.*

7.2. Proposals shall be enclosed in an opaque sealed envelope or box, marked with the Project title and name and address of Proposer and accompanied by all required documents. If the Proposal is sent through the mail or other delivery system the sealed envelope or box shall be enclosed in a separate envelope or box with the notation — PROPOSAL ENCLOSED on the face of it.

7.3. All Proposers should be available to give a presentation to the County with Key Staff present if required.

8. MODIFICATION AND WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and shall be delivered to the County prior to the date and time for the opening of the Proposals.

9. OPENING OF PROPOSALS

The County will establish a selection Committee to review proposals received under this solicitation. Proposals will be opened privately.

10. OWNER'S RIGHTS AND LIABILITIES

As set forth in the County's PPEA Guidelines, the County reserves all rights available to it by law in administering these Guidelines including, without limitation, the right in its sole discretion to:

10.1. Reject any and all proposals at any time;

10.2. Terminate consideration or evaluation of any and all proposals at any time;

10.3. Suspend, discontinue and/or terminate discussions regarding confidentiality agreements, interim agreements and comprehensive agreements at any time prior to the authorized execution of such agreements by all parties;

10.4. Suspend or eliminate conceptual phase review and proceed directly to detailed phase review;

10.5. Negotiate with a proposer without being bound by any provision in its proposal;

10.6. Negotiate with fewer than all proposers at any given time;

10.7. Request and/or receive additional information regarding any proposal;

10.8. Issue addenda to and/or cancel RFP;

10.9. Revise, supplement or withdraw all or any part of these Guidelines;

10.10. Request revisions to conceptual or detailed phase proposals.

10.11. A Proposer who submits a proposal agrees to hold the County, its officers, employees, agents and volunteers harmless and free from all liability, loss, injury, and/or cost and expense which might be incurred by such Proposer in responding to, or as a consequence of the RFP, and agrees to waive any and all claims for damages arising in connection with the procurement process contemplated by the RFP.

11. PROPOSAL CONTENT

11.1 Proposal documents are generally subject to the Virginia Freedom of Information Act (FOIA) except for specific exemptions of certain documents from public disclosure. Clearly mark any information that is considered confidential and proprietary.

11.2 The Proposals submitted shall be structured in an orderly manner addressing all requested information and requirements. Contents for Information shall be satisfactory for posting and publication, unless expressly waived by the County.

12. INFORMATION TO BE PROVIDED IN RESPONSE TO THIS REQUEST FOR PROPOSAL:

Conceptual Proposals should follow the format specified in Section IV of Appendix A - Public-Private Education Facilities and Infrastructure Act of 2002 Russell County Board of Supervisor Guidelines but include, at a minimum:

A. Mandatory Criteria (see Section 4 of RFP).

B. Qualifications and Experience Forms (AIA Document A305 and B305).

C. Past project information supplied by General Contractor.

D. Past project information supplied by Architect/Engineer/Consultants.

E. Other relevant information as required by Section 2.09 of Appendix A - Public-Private Education Facilities and Infrastructure Act of 2002 Russell County Board of Supervisor Guidelines and Section 5 and 6 of this RFP.

E. Other relevant materials as desired by Proposer but not mandatory by RFP (Separate Tab).

13. APPENDIX

A. Public-Private Education Facilities and Infrastructure Act of 2002 Russell County Board of Supervisor Guidelines
B. Virginia Courthouse Facility Guidelines, Rev. 2/15
C. General Site Information
D. Sample Qualifications and Experience Forms (AIA Document A305 and B305).

END OF DOCUMENT

Public-Private Education Facilities and Infrastructure Act of 2002

Russell County Board of Supervisors Guidelines

October 2019

Public-Private Education Facilities and Infrastructure Act of 2002
Russell County Board of Supervisors Guidelines

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Introduction

Overview

The Public-Private Education Facilities and infrastructure Act of 2002 (the "PPEA") grants responsible public entities the authority to create public-private partnerships for the development of a wide range of projects for public use if the public entities determine there is a need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion. The PPEA defines "responsible public entity" (RPE) to include any public entity that "has the power to develop or operate the applicable qualifying project." Individually negotiated interim or comprehensive agreements between a private entity and an RPE will define the respective rights and obligations of the RPE and the private entity.

ln order for a project to come under the PPEA, it must meet the definition of a "qualifying project." The PPEA contains a broad definition of qualifying project that includes public buildings and facilities of all types; for example:

(i) An education facility, including but not limited to a school building (including any stadium or other facility primarily used for school events), any functionally related and subordinate facility and land to a school building and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education;

(ii) A building or facility that meets a public purpose and is developed or operated by or for any public entity;

(iii) Improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity;

(iv) Utility and telecommunications and other communications infrastructure;

(v) A recreational l facility;

(vi) Technology infrastructure and services, including but not limited to telecommunications automated data processing, word processing and management information systems, and related information, equipment, goods and serv ices;

(vii) Technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas;

(viii) Services designed to increase the productivity or efficiency through the use of technology or other means;

(ix) Any improvements necessary or desirable to any unimproved locally-or state-owned real estate; or

(x) A solid waste management facility that produces electric energy from solid waste.

The PPEA establishes requirements that Russell County Board of Supervisors must adhere to when reviewing and approving proposals received pursuant to the PPEA. In addition, the PPEA specifies the criteria that must be used to select a proposal and the contents of the interim or comprehensive agreement detailing the relationship between Russell County Board of Supervisors and the private entity.

These guidelines, which are based upon the model guidelines developed and updated by a working group created by the General Assembly following passage of the PPEA law, will guide the consideration of PPEA proposals for which Russell County Board of Supervisors is the RPE.

I. General Provisions

A. Proposal Submission

A proposal may be either solicited by Russell County Board of Supervisors or delivered to it by a private entity on an unsolicited basis. Proposers may be required to follow a two-part proposal submission process consisting of an initial conceptual phase and a detailed phase. The initial phase of the proposal should contain specified information on proposer qualifications and experience, project characteristics, project financing, anticipated public support or opposition, or both, and project benefit and compatibility. The detailed proposal should contain specified deliverables to permit a thorough evaluation of the project prior to the execution of an interim or comprehensive agreement.

The PPEA allows private entities to include iinnovative financing methods, including the imposition of user fees or service payments, in a proposal. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations. The PPEA is a flexible development tool that allows the use of innovative financing techniques that might include the use of special purpose entities; sale and lease back transactions, enhanced use leasing, property exchanges, development agreements, conduit financing and other methods allowed by law.

Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by Russell County Board of Supervisors. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a scope of work and a financial plan for the project, containing enough detail to allow an analysis by Russell County Board of Supervisors of the financial feasibility of the proposed project. The cost analysis of a proposal should not be linked solely to a private financing plan, as Russell County Board of Supervisors may determine to finance the project through other available means.

Russell County Board of Supervisors reserves the right to use accelerated documentation, review, and selection process es for proposals involving a qualifying project that it deems a priority. In addition, to facilitate the flow of critical information, Russell County Board of Supervisors may establish criteria by which the proposer may provide clarification to a submitted proposal.

B. Affected Jurisdictions

Any private entity requesting approval from or submitting a conceptual or detailed proposal to Russell County Board of Supervisors must provide each affected jurisdiction with a copy of the private entity's request or proposal by certified mail, express delivery, or hand delivery.

Affected jurisdictions that are not RPEs under the proposed qualifying project shall have 60 days from the receipt of the request or proposal to submit written comments to the PPEA contact for Russell County Board of Supervisors listed herein and to indicate whether the proposed qualifying project is compatible with the (i) local comprehensive plan, (ii) local infrastructure development plans, or (iii) capital improvements budget or other government spending plan. Comments received within the 60-day period shall he given consideration by Russell County Board of Supervisors, and no negative inference shall be drawn from the absence of comment by an affected jurisdiction.

C. Proposal Review Fee

Russell County Board of Supervisors may charge a fee to the private entity to cover the costs of processing, reviewing, and evaluating any unsolicited proposal or competing unsolicited proposal submitted under the PPEA, including a fee to cover the costs of outside attorneys, consultants, and financial advisors. Any fee charged for such review of a proposal should be reasonable in comparison to the level of expertise required to review the proposal and should not be greater than the direct costs associated with evaluating the proposed qualifying project. "Direct cost" may include (i) the cost of staff time required to process, evaluate, review and respond to the proposal and (ii) the out-of-pocket costs of attorneys, consultants, and financial advisors. No fee shall be required for proposals solicited by Russell County Board of Supervisors.

The proposal review fee shall be ½ of 1% of the anticipated project cost but shall not exceed $25,000 from each proposal team. The proposal review fee shall be paid in two installments: $ 10,000 upon submission of an unsolicited conceptual proposal and the balance of the fee, up to the maximum fee amount of $25,000, shall be paid by private entities that are requested to submit a detailed proposal. Payment of the subsequent fee shall be due upon submission of the detailed proposals. If the cost of reviewing the proposal exceeds the initially established proposal fee, Russell County Board of Supervisors may assess the proposer the additional costs deemed necessary to evaluate the proposal.

For rejected proposals, Russell County Board of Supervisors will refund any portion of fees paid in excess of its direct costs associated with evaluating the proposal. If the cost of reviewing the proposal is less than the initially established proposal fee, Russell County Board of Supervisors will refund to the proposer the excess fee. Fees will be refunded entirely if Russell County Board of Supervisors decides not to proceed to publication and conceptual-phase review of an unsolicited proposal.

D. Use of Advisors

Russell County Board of Supervisors may retain the services of outside advisors or consultants with relevant experience or request an analysis of the proposal from appropriate internal staff in determining whether to enter into an agreement with the private entity.

The proposal review fee shall be principally used to cover the cost of the services provided by outside buyers, advisors or consultants or appropriate internal staff. The cost associated with such reviews shall be documented and made available to proposers upon request. Any outside advisor or consultant shall be procured as required by state law and applicable processes.

E. Freedom of Information Act

1. General applicability of disclosure provisions.

Proposal documents submitted by private entities are generally subject to the Virginia Freedom of Information Act (" FOIA") except that subdivision 11 of§ 2.2 -3705.6 exempts certain documents from public disclosure. FOIA exemptions, however, are discretionary, and Russell County Board of Supervisors may elect to re lease some or all of documents except to the extent the documents are:

a. Trade secrets of the private entity as defined in the Uniform Trade Secrets Act(§ 59.1-336 et seq.);

b. Financial records of the private entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or

c. Other information submitted by a private entity, where if the record or document were made public prior to the execution of an interim or comprehensive agreement the financial interest or bargaining position of the public or private entity would be adversely affected.

2. Protection from mandatory disclosure for certain documents submitted by a private entity.

Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to Russell County Board of Supervisors at the time the documents 31·e first submitted designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one or more of three classes of records listed in Section I.E.1.

Upon the receipt of a written request for protection of documents, and prior to acceptance of the proposal, Russell County Board of Supervisors shall detem1ine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of Russell County Board of Supervisors or private entity in accordance with Section I.E. 1 . Russell County Board of Supervisors shall make

a written determination of the nature and scope of the protection to be afforded by it under this subdivision. If the written determination provides less protection than requested by the private entity, the private entity will be accorded an opportunity to withdraw its proposal in part or in whole. Nothing shall prohibit further negotiations of the documents to be accorded protection from release although what may be protected must be limited to the categories of records identified in Section I.E.1.

Once a written determination has been made by Russell County Board of Supervisors, the documents afforded protection under this subdivision shall continue to be protected from disclosure when in the possess ion of Russell County Board of Supervisors or any affected jurisdiction to which such documents are provided.

If a private entity fails to designate trade secrets, financial records, or other confidential or proprietary information for protection from disclosure, such information, records or documents shall be subject to disclosure under FOIA.

3. Protection from mandatory disclosure for certain documents produced by Russell County Board of Supervisors.

Russell County Board of Supervisors may withhold from disclosure memoranda, staff evaluations, or other records prepared by Russell County Board of Supervisors, its staff, outside advisors, or consultants exclusively for the evaluation and negotiation of proposals where (i) if such records were made public prior to or after the execution of an interim or a comprehensive agreement, the financial interest or bargaining position of Russell County Board of Supervisors would be adversely affected, and (ii) the basis for the determination required in clause (i) is documented in writing by Russell County Board of Supervisors.

Cost estimates relating to a proposed procurement transaction prepared by or for Russell County Board of Supervisors shall not be open to public inspection.

4. Russell County Board of Supervisors may not withhold from public access:

(a) procurement records other than those subject to the written determination of Russell County Board of Supervisors;

(b) information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or any agreement of any kind entered into by Russell County Board of Supervisors and the private entity;

(c) information concerning the terms and conditions of any financing arrangement that involves the use of any public funds; or

(d) information concerning the performance of any private entity developing or operating a qualifying project.

However, to the extent that access to any procurement record or other document or information is compelled or protected by a court order, then Russell County Board of Supervisors must comply with such order.

F. Use of Public Funds

Virginia constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply any interim or comprehensive agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects.

G. Applicability of Other Laws

Nothing in the PPEA shall affect the duty of Russell County Board of Supervisors to comply with all of the applicable law not in conflict with the PPEA. The applicability of the Virginia Public Procurement Act (the "VPPA") is as set forth in the PPEA.

II. Solicited Proposals

Russell County Board of Supervisors may issue Requests for Proposals (RFPs) or Invitations for Bids (IFBs), inviting proposals from private entities to develop or operate qualifying projects. In its sole discretion, Russell County Board of Supervisors may use a two-part proposal process consisting of an initial conceptual phase and a detailed phase. A1 RFP or IFB may invite proposers to submit proposals on individual projects identified by Russell County Board of Supervisors. In such a case, Russell County Board of Supervisors will set forth in the RFP or TFB the format and supporting information that is required to be submitted, consistent with the provisions of the PPEA. The solicitation documents may establish suggested timelines for selecting proposals for the review and selection of solicited proposals.

The RFP or TFB will specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The RFP or IFB should be posted in such public areas as are normally used for posting of Russell County Board of Supervisors notices. Notices may also be published in a newspaper or other publications of general circulation, advertised in *Virginia Business Opportunities* or posted on the Commonwealth's electronic procurement site. In addition, solicited proposals shall be posted pursuant to Section III.B. The RFP or IFB will also contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences may be held as deemed appropriate by Russell County Board of Supervisors.

III. Unsolicited Proposals

The PPEA also permits public entities to receive, evaluate and select for negotiations unsolicited proposals from private entities to develop or operate a qualifying project.

In addition to accepting proposals without any prior public notice, Russell County Board of Supervisors may publicize its needs and may encourage interested parties to submit unsolicited proposals subject to the terms and conditions of the PPEA. When such proposals are received without issuance of an RFP or IFB, the proposal shall be treated as an unsolicited proposal. Russell County Board of Supervisors may establish suggested timelines for selecting proposals for the review and selection of unsolicited proposals.

A private entity will provide at least 6 hard copies and two electronic copies of its unsolicited proposal to the following contact:

Office of the County Administrator
Russell County Board of Supervisors
137 Highland Drive
Lebanon, Virginia 24266

At least one of the hard copies and one of the electronic copies shall be in a form such that information protected from disclosure under the FOIA is redacted to ease the publication and distribution of such proposals.

A. Decision to Accept and Consider Unsolicited Proposal; Notice

1. Upon receipt of any unsolicited proposal or group of proposals and payment of any required fee by the proposer or proposers, Russell County Board of Supervisors will determine whether to accept the unsolicited proposal for the purpose of publication and conceptual phase consideration. If Russell County Board of Supervisors determines not to accept the proposal and proceed to publication and conceptual-phase consideration, it should return the proposal, together with all fees and accompanying documentation, to the proposer.

2. If Russell County Board of Supervisors chooses to accept an unsolicited proposal for publication and conceptual-phase consideration, it shall post a notice in a public area regularly used by Russell County Board of Supervisors for posting of public notices for a period of not less than 45 days. Russell County Board of Supervisors shall also publish the same notice in one or more newspapers or periodicals of general circulation in the jurisdiction to notify any parties that may be interested in submitting competing unsolicited proposals creating a period of not less than 45 days during which competing unsolicited proposals may be filed. In addition, the notice may be advertised in *Virginia Business Opportunities* or on the

Commonwealth's electronic procurement website. The notice shall state that Russell County Board of Supervisors (i) has received an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or comprehensive agreement with the proposer based on the proposal, and (iv) will receive for simultaneous consideration any competing proposals that comply with the procedures adopted by Russell County Board of Supervisors and the PPEA.

The notice also shall summarize the proposed qualifying project or projects and identify their proposed locations.

To ensure that sufficient information is available upon which to base the development of a competing proposal, representatives of Russell County Board of Supervisors familiar with the unsolicited proposal and its guide lines will be made available to respond to inquiries and meet with private entities that are considering the submission of a competing proposal. Russell County Board of Supervisors shall conduct an analysis of the information pertaining to the proposal included in the notice to ensure that such information sufficiently encourages competing proposals. Further, Russell County Board of Supervisors shall establish criteria, including key decision points and approvals to ensure proper consideration of the extent of competition from available private entities prior to selection.

B. Posting Requirements

I. Conceptual proposals, whether solicited or unsolicited , shall be posted by the Russell County Board of Supervisors within 10 working days after acceptance of such proposals on Russell County Board of Supervisors' website or by publication, in a newspaper of general circulation in the area in which the contract is to be performed of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on the Virginia Department of General Service's web-based electronic procurement program commonly known as "eVA," in the discretion of Russell County Board of Supervisors.

2. Nothing shall be construed to prohibit the posting of the conceptual proposals by additional means deemed appropriate by Russell County Board of Supervisors so as to provide maximum notice to the public of the opportunity to inspect the proposals.

3. In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of § 2.23705.6 shall not be required to be posted, except as otherwise agreed to by Russell County Board of Supervisors and the private entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

C. Initial Review by the Responsible Public Entity at the Conceptual Stage

I. Only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by Russell County Board of Supervisors for further review at the conceptual stage. Formatting suggestions for proposals at the conceptual stage are found in Section IV. A.

2. Russell County Board of Supervisors shall determine at this initial stage of review whether it will proceed using:

a. Standard procurement procedures consistent with the VPPA; or

b. guidelines developed by Russell County Board of Supervisors that are consistent with procurement of other than professional services through "competitive negotiation" as the term is defined in § 2.2-4301 of the Code of Virginia. Russell County Board of Supervisors may proceed using such guidelines only if it makes a written determination that doing so is likely to be advantageous to Russell County Board of Supervisors and the public based upon either (i) the probable scope, complexity or priority of need; (ii) the risk sharing including guaranteed cost or completion guarantees, added value or debt, or equity investments proposed by the private entity; or (iii) the increase in funding, dedicated revenue or other economic benefit that would otherwise not be available. Such written determination shall be made no later than 45 days after receipt of all competing conceptual proposals.

3. After reviewing the original proposal and any competing proposals submitted during the notice period, Russell County Board of Supervisors may determine:

(i) not to proceed further with any proposal;

(ii) to proceed to the detailed phase of review with the original proposal;

(iii) to proceed to the detailed phase with a competing proposal;

(iv) to proceed to the detailed phase with multiple proposals; or

(iv) to request modifications or amendments to any proposals.

In the event that more than one proposal will be considered in the detailed phase of review, Russell County Board of Supervisors will consider whether the unsuccessful

propose

should be reimbursed for costs incurred in the detailed phase of review, and such reasonable costs may be assessed to the successful proposer in the comprehensive agreement.

4. Discussions between Russell County Board of Supervisors and private entities about the need for infrastructure improvements shall not limit the ability of Russell County Board of Supervisors to later determine to use standard procurement procedures to meet its infrastructure needs. Russell County Board of Supervisors retains the right to reject any proposals at any time prior to the execution of an interim or comprehensive agreement.

IV. Proposal Preparation and Submission

A. Format for Submissions at Conceptual Stage

Russell County Board of Supervisors requires that proposals at the conceptual stage contain information in the following areas: (i) qualifications and experience, (ii) project characteristics, (iii) project financing, (iv) anticipated public support or opposition, or both, (v) project benefit and compatibility and (vi) any additional information as Russell County Board of Supervisors may reasonably request to comply with the requirements of the PPEA. The following outlines the suggested format of information to be included in proposals at this stage however; Russell County Board of Supervisors may request additional information or documents to assist in its evaluation of the conceptual proposal:

1. Qualification and Experience

a. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.

b. Describe the experience of the fin-n or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties.

c. Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.

d. Provide a current or most recently audited financial statement of the firm or firms and each paliner with an equity interest of twenty percent or greater.

e. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq .) of Title 2.2.

2. Project Characteristics

a. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.

b. Identify and fully describe any work to be performed by Russell County Board of Supervisors.

c. Include a list of all federal, state, and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.

d. Identify any anticipated adverse social, economic, and environmental impacts of the project. Specify the strategies or actions to mitigate known impacts of the project.

e. Identify the projected positive social, economic, and environmental impacts of the project.

f. Identify the proposed schedule for the work on the project, including the estimated time for completion.

g. Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.

h. State assumptions related to ownership, legal liability, law enforcement, and operation of the project and the existence of any restrictions on Russell County Board of Supervisors' use of the project.

i. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.

j. List any other assumptions relied on for the project to be successful.

k. List any contingencies that must occur for the project to be successful.

3. Project Financing

a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.

b. Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports.

c. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.

d. Identify the proposed risk factors and methods for dealing with these factors.

e. Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of Russell County Board of Supervisors' credit or revenue.

f. Identify the amounts and the terms and conditions for any revenue sources.

g. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

4. Project Benefit and Compatibility

a. Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state.

b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.

c. Explain the strategy and plans that will be carried out to involve and inform the

d. general public, business community, and governmental agencies in areas affected by the project.

e. Describe the anticipated significant benefits to the community, region or state, including anticipated benefits to the economic condition of Russell County Board of Supervisors and whether the project is critical to attracting or maintaining competitive industries and businesses to Russell County Board of Supervisors or the surrounding region.

f. Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government spending plan.

g. Provide a statement setting forth participation efforts that are intended to be undertaken in connection with this project with regard to the following types of businesses:
   (i) minority-owned businesses,
   (ii) woman-owned businesses, and
   (iii) small businesses.

B. Format for Submissions at Detailed Stage

If Russell County Board of Supervisors decides to proceed to the detailed phase of review with one or more proposals, the following information should be provided by the private entity unless waived by Russell County Board of Supervisors:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project;

2. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings;

3. A statement and strategy setting out the plans for securing all necessary property;

4. A detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties;

5. A total life-cycle cost specifying methodology and assumptions of the project or and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility, and estimated annual operating expenses:

6. A detailed discussion of assumptions about user fees or rates, and usage of the project or projects;

7. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications;

8. Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans;

9. Explanation of how the proposed project would impact local development plans of each affected jurisdiction;

I0. Identification of the executive management and the officers and directors of the firm or firms submitting the proposal. la addition, identification of any known conflicts of interest or other disabilities that may impact Russell County Board of Supervisors' consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2 -3100 et seq.) of Title 2.2;

11. Additional material and information as Russell County Board of Supervisors may reasonably request.

V. Proposal Evaluation and Selection Criteria

There are several factors that Russell County Board of Supervisors will consider when evaluating and selecting a proposal under the PPEA.

A. Qualifications and Experience

Factors to be considered in either phase of Russell County Board of Supervisors' review to determine whether the proposer possesses the requisite qualifications and experience include:

I. Experience with similar projects;

2. Demonstration of ability to perfom1 work;

3. Leadership structure;

4. Project manager's experience;

5. Management approach;

6. Financial condition; and

7. Project ownership.

B. Project Characteristics

Factors to be considered in determining the project characteristics include:

1. Project definition;

2. Proposed project schedule;

3. Operation of the project;

4. Technology; technical feasibility;

5. Conformity to laws, regulations, and standards;

6. Environmental impacts;

7. Condemnation impacts;

8. State and local permits; and

9. Maintenance of the project.

C. Project Financing

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include:

1. Cost and cost benefit to Russell County Board of Supervisors;

2. Financing and the impact of the debt burden of Russell County Board of Supervisors or appropriating body;

3. Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;

4. Opportunity costs assessment;

5. Estimated cost;

6. Life-cycle cost analysis;

7. The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and

8. Such other items as Russell County Board of Supervisors deems appropriate.

In the event that any project is financed through the issuance of obligations that are deemed to be tax-supported debt of Russell County, or if financing such a project may impact Russell County's debt rating or financial position, Russell County Board of Supervisors, or Russell County may select its own finance team, source, and financing method.

D. Project Benefit and Compatibility

Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans include:

1. Community benefits;

2. Community support or opposition, or both;

3. Public involvement strategy;

4. Compatibility with existing and planned facilities; and

5. Compatibility with local, regional, and state economic development efforts.

E. <u>Other Factors</u>

Other factors that may be considered by Russell County Board of Supervisors in the evaluation and selection of PPEA proposals include:

1. The proposed cost of the qualifying project;

2. The general reputation, industry experience, and financial capacity of the private entity;

3. The proposed design of the qualifying project;

4. The eligibility of the project for accelerated documentation, review, and selection;

5. Local citizen and government comments;

6. Benefits to the public, including financial and nonfinancial;

7. The private entity's compliance with a minority business participation plan or good faith effort to comply with the goals of such plan;

8. The private entity's plans to employ local contractors and residents;

9. The recommendation of a committee of representatives of members of the RPE and the appropriating body which may be established to provide advisory oversight for the project; and

I0 . Other criteria that Russell County Board of Supervisors deems appropriate.

VI. Appropriating Body

The Russell County Board of Supervisors may designate a group to review the proposed project prior to final action by the appropriating body and to review any proposed interim or comprehensive agreement prior to its execution.

VII. Interim and Comprehensive Agreements

Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with the RPE. Prior to entering a comprehensive agreement, an interim agreement may be entered into that permits a private entity to perform compensable activities related to the project. Any interim or comprehensive agreement shall define the rights and obligations of Russell County Board of Supervisors and the selected proposer with regard to the project.

A. Interim Agreement Terms

The scope of an interim agreement may include but is not limited to:

I. Project planning and development;

2. Design and engineering;

3. Environmental analysis and mitigation;

4. Survey;

5. Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;

6. Establishing a process and timing of the negotiation of the comprehensive agreement; and

7. Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

8. Comprehensive Agreement Terms

The scope of the comprehensive agreement shall include but not be limited to:

I. The delivery of maintenance, performance and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project;

2. The review of plans and specifications for the qualifying project by Russell County Board of Supervisors;

3. The rights of Russell County Board of Supervisors to inspect the qualifying project to ensure compliance with the comprehensive agreement;

4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to ensure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;

5. The monitoring of the practices of the private entity by Russell County Board of Supervisors to ensure proper maintenance;

6. The terms under which the private entity will reimburse Russell County Board of Supervisors for services provided;

7. The policy and procedures that will govern the rights and responsibilities of Russell County Board of Supervisors and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity including the conditions governing assumption of the duties and responsibilities of the private entity by Russell County Board of Supervisors and the transfer or purchase of property or other interests of the private entity by Russell County Board of Supervisors;

8. The terms under which the private entity will file appropriate financial statements on a periodic basis;

9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be set at a level that is the same for persons using the facility under like conditions and that will not materially discourage use for the qualifying project;

   a. A copy of any service contract shall be filed with Russell County Board of Supervisors.

   b. A schedule of the current user fees or lease payments shall be made available by the private entity to any member of the public upon request.

c. Classifications according to reasonable categories for assessment of user fees may be made.

10. The terms and conditions under which Russell County Board of Supervisors may contribute financial resources, if any, for the qualifying project;

11. The terms and conditions under which existing site conditions will be assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action;

12. The terms and conditions under which Russell County Board of Supervisors will be required to pay money to the private entity and the amount of any such payments for the project;

13. Other requirements of the PPEA or other applicable law; and

14. Such other terms and conditions as Russell County Board of Supervisors may deem appropriate.

Any changes in the terms of the interim or comprehensive agreement as may be agreed upon by the parties from time to time shall be added to the interim or comprehensive agreement by written amendment.

The comprehensive agreement may provide for the development or operation of phases or segments of a qualifying project.

C. Public hearing during proposal review process; notice and posting requirements.

1. At some point during the proposal review process, but at least 30 days prior to entering into an interim or comprehensive agreement, Russell County Board of Supervisors shall hold a public hearing on the proposals that have been received.
2. Once the negotiation phase for the development of an interim or a comprehensive agreement is complete and a decision to award has been made by Russell County Board of Supervisors, it shall post the proposed agreement on the Russell County Board of Supervisors' website or by publication, in a newspaper of general circulation in the area in which the contract work is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on the Virginia Department of General Service's web-based electronic procurement program commonly known as "eVA," in the discretion of Russell County Board of Supervisors.

3 . At least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure

under the provisions of subdivision 11 of§ 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by Russell County Board of Supervisors and the private entity.

4. Any studies and analyses considered by Russell County Board of Supervisors in its review of a proposal shall be disclosed to the appropriating body at some point prior to the execution of an interim or comprehensive agreement.

5. Once an interim agreement or a comprehensive agreement has been entered into, Russell County Board of Supervisors shall make procurement records available for public inspection, upon request.

a. Such procurement records shall include documents protected from disclosure during the negotiation phase on the basis that the release of such documents would have adverse effect on the financial interest or bargaining position of Russell County Board of Supervisors or private entity in accordance with Section l.E.3.

b. Such procurement records shall not include (i) trade secrets of the private entity as defined in the Uniform Trade Secrets Act(§ 59.1-336et seq.) or (ii) financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise.

To the extent access to procurement records are compelled or protected by a court order, then Russell County Board of Supervisors must comply with such order.

5. Russell County Board of Supervisors shall electronically file a copy of all interim and comprehensive agreement and any supporting documents with the Auditor of Public Accounts. Such agreements and supporting documents should be provided within 30 days of the execution of the interim or comprehensive agreement.

VIII. Governing Provisions

In the event of any conflict between these guidelines and the PPEA, the terms of the PPEA shall control.

Term s and Definitions

"Affected jurisdiction" means any county, city, or town in which all or a portion of a qualifying project is located.

"Appropriating body" means the body responsible f r appropriating or authorizing funding to pay for a qualifying project.

"Comprehensive agreement" means the comprehensive agreement between the private entity and the responsible public entity that is required prior to the development or operation of a qualifying project.

"Conceptual stage" means the initial phase of project evaluation when the public entity makes a determination whether the proposed project serves a public purpose , meets the criteria for a qualifying project , asses s es the qualifications and experience of a private entity proposer, reviews the project for financial feasibility , and warrants further pursuit.

"Cost-benefit analysis" means an analysis that weighs expected costs against expected benefits in order to choose the best option. For example, a city manager may compare the costs and benefits of constructing a new office building to those of renovating and maintaining an existing structure in order to select the most financially advantageous option.

"Detailed stage" means the second phase of project evaluation where the public entity has completed the conceptual stage and accepted the proposal and may request additional infom1ation regarding a proposed project prior to entering into competitive negotiations with one or more private entities to develop an interim or comprehensive agreement.

"Develop" or **"development"** means to plan, design, develop, finance, lease, acquire, install, construct, or expand.

"Interim agreement" means an agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constinnes activity on any part of the qualifying project.

"Lease payment" means any form of payment, including a land lease, by a public entity to the private entity for the use of a qualifying project.

"Lifecycle cost analysis" means an analysis that calculates cost of an asset over its entire lifespan and includes the cost of planning, constructing, operating, maintaining, replacing, and when applicable, salvaging the asset. Although one proposal may have a lower i1liital construction cost,

it may not have the lowest lifecycle cost once maintenance, replacement, and salvage value is considered.

"Material default" means any default by the private entity in the performance of its duties that jeopardizes adequate service to the public from a qualifying project.

"Operate" means to finance, maintain, improve, equip, modify, repair, or operate.

"Opportunity cost" means the cost of passing up another choice when making a decision or the increase in costs due to delays in making a decision.

"Private entity" means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture business trust, public benefit corporation, nonprofit entity, or other business entity.

"Public entity" means the Commonwealth and any agency or authority thereof, any county, city or town and any other political subdivision of the Commonwealth, any public body politic and corporate or any regional entity that serves a public purpose.

"Qualifying project" means (i) any education facility, including, but not limited to a school building, any functionally related and subordinate facility and land of a school building(including any stadium or other facility primarily used for school events), and any depreciable property provided for use in a sc hool facility that is operated as part of the public sc hool system or as an institution of higher education ; (ii) any building or facility that meets a public purpose and is developed or operated by or for any public entity; (iii) any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity; (iv) utility and telecommunications and other communications infrastructure; (v) a recreational facility; (vi) technology infrastructure and services , including , but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services; (vii) any techno logy, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; (viii) any services designed to increase the productivity or efficiency through the use of technology or other means; (ix) any improvements necessary or desirable to any unimproved locally-or state-owned real estate; or (x) any solid waste management facility that produces electric energy derived from solid waste.

"Responsible public entity" means a public entity that has the power to develop or operate the applicable qualifying project.

"Revenues" means all revenues, income, earnings, user fees, lease payments, or other serv ice payments arising out of or in connection with supporting the development or operation of a qualifying project, including without limitation, money received as grants or otherwise from the United States of America, from any public entity, or from any agency or instrumentality of the foregoing in aid of such facility.

"Service contract" means a contract entered into between a public entity and the private entity pursuant to§ 56-575.5.

"Service payments" means payments to the private entity of a qualifying project pursuant to a service contract.

"State" means the Commonwealth of Virginia.

"User fees" mean the rates, fees, or other charges imposed by the private entity of a qualifying project for use of all or a portion of such qualifying project pursuant to the comprehensive agreement pursuant to§ 56-575.9.

VIRGINIA COURTHOUSE FACILITY GUIDELINES

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For

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Supreme Court of Virginia
Richmond, Virginia

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INTRODUCTION

Virginia's stock of courthouses is enormously varied and still contains many buildings constructed in the early 20th and even during the 19th Century. While many, if not all, of Virginia's more populated cities and counties have replaced their aging courthouses (Norfolk, Virginia Beach, Arlington, Fairfax) many of the Commonwealth's rural jurisdictions still occupy aging facilities that are overcrowded and lack the essential features of a modern, efficient court building. These include features such the separation of public, private/staff, and prisoner circulation; building entry screening; and the ability to use modern information management and communications technologies.

These Guidelines were originally developed and published in 1987 and revised slightly in 1999. They sought to provide some unifying guidance to judges, public officials, and architects to the planning and design of court facilities for Virginia. Some of the comments made at the time of the original publication are still relevant today.

- As one of the original thirteen colonies, Virginia has a long judicial tradition that manifests itself in a substantial number of historic landmark courthouses that are still in use and that should be preserved when possible.

- Virginia's population is not evenly distributed and courthouses range in size from buildings with one courtroom to those such as Fairfax that have as many as 40 courtrooms. The demands on these larger facilities are much different that on the small rural courthouses, and one solution is not suitable for all. There must be some flexibility in how these guidelines are applied to both highly urbanized and small rural courts.

- Among the responsibilities of the Circuit Clerks in Virginia are the recording and maintenance of land and other records that are often performed by separate registrars in other states. These functions place the Circuit Clerks in the center of local public activity and create substantial space and security demands on the facility.

- The relationship of the Courts to the State and communities they serve create circumstances that, although not unique to Virginia, merit both consideration and understanding in any construction or renovation project. Although the Courts are state courts with judges and staff being paid by the State, the communities they serve are required by law to provide them "adequate" facilities. As a result it was not uncommon to find one or more of the Courts sharing a facility with one or more city or county offices. This is becoming less common as county and city executive agencies have moved out of the courthouses over the years in favor of their own administrative type facilities.

- As with courts in other states throughout the country, Virginia has been automating nearly all aspects of its judicial operations and making greater use of such technologies as digital records keeping, automated case management, video

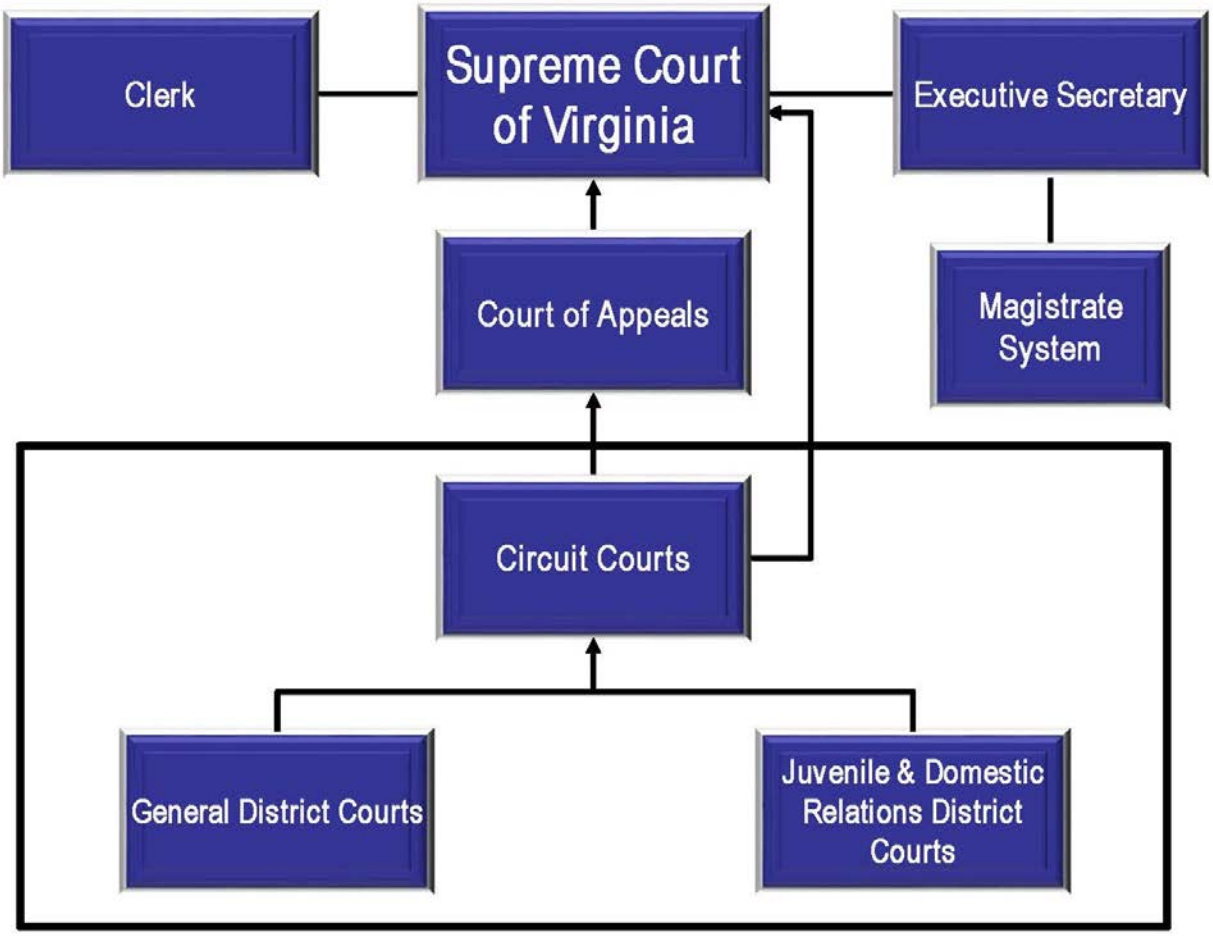
conferencing, and audio visual presentation systems in the courtroom. All new construction must provide the wiring and cabling and building infrastructure needed to accommodate not only today's technologies but also those to tomorrow.

As the name implies, these are guidelines, not minimum standards. They represent "best practices". Because the size, caseload, and location of Virginia's courts vary widely as do the financial resources local governments have at their disposal, the guidelines should not be applied the same in all situations. Their application should allow for flexibility in how they are implemented.

Finally, the guidelines are intended for a varied audience with differing levels of expertise in courts and building design. First and foremost they are design to assist judges and court officials by providing them with the necessary information they need to assess their facilities and address remedies with their local governing bodies. Next, they are meant to provide local officials and design professionals who may not be familiar with the unique facility requirements of courts with information they need to understand court operations and their space and building requirements.

CHAPTER 1 - VIRGINIA COURT ORGANIZATION

The historic and ongoing presence of the judicial system in the fabric of Virginia life is most readily visible through the presence of the local courthouse. And while judicial presence is a constant, the ways in which the courts are organized has changed over the years. To meet the demands of a growing and shifting population, changes in the courts' jurisdiction, procedures, supervision and management, and in the use of technology occur.



The organization of Virginia's courts today illustrates the results of these changes. Virginia has a four tiered court system composed of district courts, circuit courts, a court of appeals, and a supreme court. In addition, magistrates serve as judicial officers with authority to issue various types of processes. The courts are organized into 31 judicial circuits and 32 similar judicial districts. The counties and cities served by the circuit and district courts must provide facilities for these courts. Legislation requires that these facilities be owned and not leased.

I. SUPREME COURT

The Supreme Court was founded in 1779 and exercises both original and appellate jurisdiction. The Chief Justice has responsibility for the overall supervision of the Virginia

judicial system. The seven justices of the Supreme Court generally sit in Richmond in the Supreme Court Building. These facilities are provided by the state.

II. COURT OF APPEALS

In 1983, the General Assembly created an intermediate court of appeals, effective January 1, 1985. It consists of 11 judges who sit in panels of at least three. The Court of Appeals provides for intermediate appellate review of all circuit court decisions in traffic infractions and criminal cases, except where a sentence of death has been imposed; circuit court decisions involving domestic relations matters; and circuit court decisions arising out of administrative agency appeals. It also hears appeals from decisions of the Workers Compensation Commission. While appeals in criminal and traffic infraction cases are presented by a petition for appeal, most other appeals to the Court of Appeals are as a matter of right. The Court of Appeals also has original jurisdiction to issue writs of mandamus, prohibition, and habeas corpus in any cases over which the court would have appellate jurisdiction, and writs of actual innocence based on non-biological evidence.

The Court of Appeals sits at such locations as the chief judge designates. The panels regularly use circuit court courtrooms within the state.

III. CIRCUIT COURTS

Virginia's general jurisdiction trial court is the circuit court. In civil cases involving $4,500 to $25,000, circuit courts have concurrent jurisdiction with the general district courts. They have exclusive jurisdiction in matters involving over $25,000. Equity matters, claims seeking a judgment for something other than money (such as adoptions or divorce), are also heard in the circuit courts.

In criminal cases, the circuit court has jurisdiction over the trial of all felonies and of those misdemeanors originally charged in circuit court. The circuit court also has jurisdiction over juveniles aged fourteen and older who are charged with felonies and whose cases have been certified by the judge of a juvenile and domestic relations district court for trial in a circuit court.

Appeals from district courts are heard de novo (completely new) by the circuit courts, as are appeals from certain administrative agencies.

Jury trials may be held in the circuit court. Citizens who might otherwise not have contact with the courts may find themselves called to jury duty in the circuit courts.

The clerk of the circuit court is a constitutional official and is elected to an eight-year term by the voters of the locality. The clerk handles administrative matters for the court, has authority to probate wills, grant administration of estates, appoint guardians, and serves as the custodian of the court records. Citizens may visit the clerk's office for many reasons, including recording deeds and applying for marriage licenses.

IV. DISTRICT COURTS

In 1973, creation of a unified district court system replaced a number of municipal and county courts throughout the state. Each city and county has both a general district and a juvenile and domestic relations district court, although many smaller cities and counties have a combined clerk's office that serves both courts.

The general district court hears all criminal cases involving misdemeanors under state law and offenses that are violations of ordinances, laws, and by-laws of the county or city where the court is located. A misdemeanor is any charge that carries a penalty of up to one year in jail or a fine of up to $2,500, or both.

The general district courts also conduct preliminary hearings for felonies. Jurisdiction in traffic matters extends to all cases in which an adult is charged with a traffic offense. General district courts have exclusive civil jurisdiction in matters involving up to $4,500, and concurrent civil jurisdiction with the circuit courts in suits involving amounts between $4,500 and $25,000. A separate small claims division has jurisdiction over civil actions when the amount claimed does not exceed $5,000. The chief judge of the district court may elect to establish divisions within the court, although few districts have exercised this option. The district courts do not conduct jury trials.

Juvenile and domestic relations district courts have exclusive original jurisdiction over matters and proceedings involving juveniles and families, except for adoption and divorce, which are handled by the circuit courts. Courtroom attendance for matters heard in these courts is generally restricted to those persons involved in the proceedings. These courts handle cases involving:

- Juvenile delinquency and status offenses
- Juveniles accused of traffic violations
- Children in need of services or supervision
- Children subjected to abuse or neglect
- Children who are abandoned or without parental guardianship
- Foster care and entrustment agreements
- Children for whom relief of custody or termination of parental rights is requested
- Adults accused of child abuse or neglect, or of offenses against family or household members
- Adults involved in disputes concerning the custody, visitation or support of a child
- Spousal support
- Minors seeking emancipation or work permits
- Court-ordered rehabilitation services
- Court consent for certain medical treatments

Juvenile and domestic relations district courts differ from other courts in their duty to protect the confidentiality and privacy of juveniles and their families who have legal matters before the court. In addition to protecting the public and holding delinquent juveniles accountable, the court considers services needed to provide for rehabilitation. Like the general district court, this court does not conduct jury trials.

V. MAGISTRATES

Since 1974, the principal function of the magistrate in the Virginia judicial system has been to provide an independent, unbiased review of complaints brought by police officers, sheriffs, deputies, and citizens. In each city and county in Virginia, the position of the magistrate represents a key point of interface between the judicial system and the citizenry.

Magistrates perform work that is highly interactive, as well as paper and procedure-intensive. The work involves conducting judicial hearings in response to requests from law enforcement officials, privately employed security guards, and citizens. These judicial hearings may be conducted in the presence of both the complainant and the accused as well as by video conference. Magistrates conduct interviews with complaining parties, the accused, and other appropriate persons to obtain the facts necessary to establish probable cause or to determine committal/release. Magistrates preside over the judicial hearings, maintain order and proper decorum, administer oaths, define issues, interpret and explain pertinent laws, take testimony, question parties, and issue legal processes.

Among their many responsibilities Magistrates issue arrest and search warrants, admit to bail or commit to jail, issue subpoenas, administer oaths, accept prepayments for traffic and certain minor misdemeanor offenses, issue emergency custody orders, issue civil, criminal, and medical emergency temporary detention orders, and issue emergency protective orders. In addition, magistrates provide general information on judicial processes and procedures.

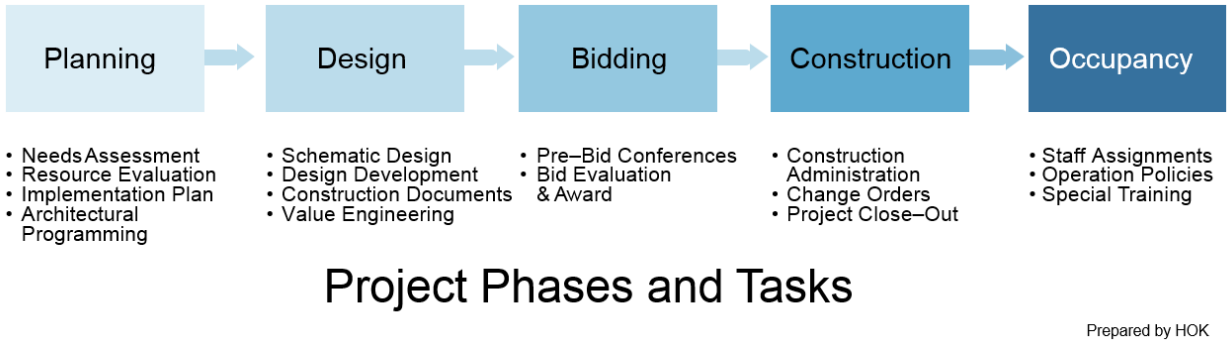
Magistrates are called upon to determine whether there is probable cause to deny persons their liberty -- taking into account such factors as the evidence brought before them, the seriousness of the accusation, and the potential danger to society or to the accused. These judicial hearings may be conducted with the arrestee on site or by video conference with the arrestee located at a remote site such as a jail or police station.

Virginia is divided into eight magisterial regions comprised of between three and five judicial districts. A chief magistrate supervises the magistrates serving within each judicial district. Each region has a regional magistrate supervisor who provides direct supervision to the chief magistrates. Each magistrate is authorized to exercise his or her powers throughout the magisterial region for which he or she is appointed. Magistrates provide services on an around-the-clock basis, seven days a week, conducting judicial hearings in person and through videoconferencing systems.

CHAPTER 2 - COURTHOUSE PLANNING, DESIGN AND CONSTRUCTION

The success of any long term renovation or construction project depends upon several factors that include: 1) The development of a strategic planning process, 2) Good communication among the stakeholders and the public, 3) Development of consensus, and 4) Strong project management.

Most courthouse projects go through five phases beginning with the initial identification of a need for new or improved facilities through design, construction and, finally, occupancy. The following provides an overview of each of the typical project stages, beginning with preparation of a needs assessment and evaluation of current facilities through occupancy. The road is not always a straight one and there may be many starts and stops along the way. Changing conditions, growth rates, and operational environment (as well as funding problems) all may necessitate revisions to the original plan and require additional planning. It is essential, however, that the planning stages of the project not be side stepped. Changes in project scope at this point are relatively inexpensive, while changes and alterations later on during design and even construction are much more expensive.



Project Phases and Tasks

Prepared by HOK

I. GETTING STARTED

The first phase of any courthouse project should be planning. It is during this step that the project and scope are defined. The need is identified and documented and a decision made as to what type of project is needed. Is it a minor remodel or a major renovation? Is more space needed that requires an addition?

Steps in the Typical Planning Process

Or, are the needs so great that an entirely new building is needed? Options are defined and evaluated and finally consensus is reached on a solution. It is also during this phase that a preliminary project budget and construction costs are identified. If it is to be a new building

a site will be selected. If the issues are clear cut this stage may proceed quickly but often a long time is required before consensus can be reached on the proper solution and issues of financing can be resolved.

A. Planning Oversight Committee

It is recommended that early in the planning process a Planning Committee be formed to provide advice and input into the development of needs and planning options, and to provide guidance throughout the project. The most successful committees include representatives from the major stakeholders in the justice system as well as the local governing body.

The committee may or may not be given formal authority to make decisions; it may, for instance, act only as an advisory panel to the local governing body or funding authority. The committee would typically include some or all of the following:

Advisory Committee Relationships

- Judge of the circuit court;
- Judge of the general district court;
- Judge of the juvenile and domestic relations district court;
- Clerks of each of the above courts;
- Sheriff
- Commonwealth Attorney
- Representatives of the local public works department, the city manager or county administrator.

Others who might be included are a member of the board of supervisors or city council, the chief magistrate, representative of the local bar association, and perhaps a member of the public.

Each of the committee members should be familiar with the operations, personnel, and space requirements of the court, department, or office they represent and should be authorized to speak on their behalf. It is also essential that the committee members serve for the duration of the project in order to avoid the disruption that may result from the appointment of new members who are not familiar with the reasons for previous decisions.

The committee should prepare a description of the present facilities and document its deficiencies. This should include an inventory the number and types of spaces within the courthouse, such as courtrooms, offices, jury and public areas, etc., and their approximate area, and a detailed description of current problems, inadequacies, deficiencies, and bottlenecks. Members of the committee, or their representatives,

should be able to compile much of this information on their own. Non-committee members, such as operating personnel and local attorneys, may be interviewed for their input and ideas. The clerks of the respective courts generally have the broadest perspective of the various operations of the courthouse, and should be consulted as to the particular problems in their court.

B. Planning Consultant and Architect

While it is not essential that an outside planning consultant or architect be hired at this point, in larger projects it might be desirable to have an outside expert familiar with court planning, forecasting, and space planning to provide guidance and assistance.

It may be necessary for the funding agency to make an initial appropriation to cover the committee's expenses and early project planning costs, including the possible employment of the planning consultant or architect. This will ensure that the committee will have the necessary professional assistance, and that its preliminary work will provide a sound basis for determining the best alternative to pursue.

C. Preliminary Budget

Regardless of whether the decision is to renovate, enlarge, or construct a new building, the availability of funds for the project is critical and an understanding of all of the costs involved is essential for good decision making. The local funding authority or governing body may have the expertise to make preliminary estimates of project and construction costs. In larger protects, the committee or local governing body may want to hire a cost consultant at this point to provide estimates of total project costs. Any architect hired later on to prepare schematic and conceptual designs will need a preliminary budget figure from which to work.

- Construction
- Site Work and Utilities
- Architect and Engineering Fees
- Construction Management
- Land Acquisition
- Furniture and Fixtures
- Telephone/Networks/Security Systems
- Quality Control
- Computers and othe IT Equipment
- Audio Visual Equipment
- Permits and Fees
- Value Engineering
- Other Costs
- Contingency

D. Factors Affecting Construction Cost

When preparing or reviewing cost estimates it should be kept in mind that courthouse construction is more complex and costly than the construction of the typical office building. Among the factors that affect courthouse construction costs are:

- Large bay sizes needed to provide column free courtroom space
- Higher ceiling heights to create proper proportions in courtrooms

- Specialized acoustical requirements to insure audibility in litigation spaces and to isolate sensitive areas such as jury rooms, prisoner holding areas, and judicial chambers from noise
- Extensive security provisions to assure the safety of the public, public records, and judges and staff.
- Additional circulation space to provide for the separation of public, staff, and in-custody defendants well as to accommodate the large number of visitors
- Holding cells for in-custody detainees
- Specialized HVAC requirements to minimize vibration and noise, and to provide flexibility in control of courtrooms
- Specialized millwork in courtrooms, and
- Special design features and materials to support the importance of the structure and to convey the appropriate image of justice.

E. Public Support

It is important to keep the public and other interested parties informed during the planning process. There are several things the committee and planners can do, such as to make information available on the various options being considered in order to invite public comment. Presentations might be given to the local bar association and civic groups, and continuing information given to the local press and other media. Providing information to the public is essential throughout the planning process and may consist of planning reports, public hearings, presentations by the planners or architects, the construction of scale models of the site and proposed building, and conceptual design sketches.

It may be advantageous to form a small special committee to handle public relations for the project and to make special presentations to interested civic groups and the bar association.

II. SHOULD WE RENOVATE?[1]

At some point in the life of the courthouse it becomes time to decide whether to keep the old structure in use through some type of improvement project, whether it be an addition or renovation, or to replace the courthouse with a new purpose designed facility. Depending on the age of the building, its physical integrity, its functionality, its architectural or historical interest or importance, and the feelings of the community toward the courthouse the issue can quickly become controversial.

The project may involve the addition of new space, either for a new courtroom or support functions, retrofitting existing space for courtrooms, and upgrading building systems. Even when there is a planned addition to the building, renovation of the existing facility is desirable in order to have the new and the old work together. This may mean that the entire

[1] Some materials are adapted from J. Mac Gregor Smith, series editor. National Clearinghouse for Criminal Justice Planning and Architecture. "Trial Court Facility," Monograph B5 in the: Guidelines for the Planning and Design of State Court Programs and Facilities (Champaign, IL: University of Illinois, 1976.)

building (new and old) needs to be entirely reorganized in order to achieve the proper circulation flows, zoning separations, and work adjacencies.

It is important for the courts planner or architect to consider the various alternatives available, which range from demolition and new construction to preservation of the courthouse for continued judicial or other use. The first step should include a complete assessment of the existing building, its space resources, structural condition, and building systems such as heating, ventilation, lighting, electrical, and plumbing. Often if the building systems are in fine shape, it is worth reusing the facility, but if major renovation of such systems is necessary, it may be time to replace the building.
We often refer to "renovation" when talking about changes to an existing facility, in fact there are several different types of projects often covered by this term:

A. Restoration

"Restoration proposes, through scholarly research and on-site investigation, to return each portion of the building, including environmental systems, to some date or era — frequently that of the original construction. The National Trust realizes that this alternative is generally used only for the most outstanding architectural examples, and only if the original is reasonably intact. It is also possible that restoration can be considered for the most significant features of a courthouse, such as a bell tower or ceremonial courtroom, if not for the entire building." [2]

B. Rehabilitation

"Rehabilitation consists of minor alterations required to bring the building up to modern planning, environmental control and public safety standards, but have little major effect on the original fabric. Included are the many long-deferred maintenance items such as roofing, water proofing, painting, and tuck-pointing. If done with care, rehabilitation can greatly increase a building's life and performance, and do little damage to the historic elements. Examples of rehabilitation include addition of modern heating, air conditioning or lighting systems, addition of stair towers or elevators, and inclusion of modern office landscaping plans in the larger spaces."[3]

C. Remodeling

"Remodeling is defined by the National Trust as a program which makes important functional changes to a building, but tends to ignore important historic or architectural features, removing or replacing these features without evaluating the significance of their contribution to the character of the building. Examples might be installation of suspended ceilings or sheet paneling in an ornately decorated courtroom, bricking up windows or doors, or removing important original features such as staircases, bell towers, or massive doors."[4]

[2] Ibid.
[3] Ibid.
[4] Ibid.

D. Conservation

"Conservation refers to a procedure of restoring the exterior of the building to a stable condition, and incorporating contemporary court planning techniques and environmental systems such as heating, lighting and air conditioning, being careful to integrate the new with the old. Conservation can involve major changes to the interior of the structure, such as insertion of mezzanine levels in old, high-ceilinged spaces or capturing additional space from attics or basements that can be made useable by installation of lighting, ventilation, or air conditioning systems. By careful planning, even major changes such as these can be accomplished without significantly altering the original building."[5]

The decision of when to "renovate" and when to build new requires consideration of many factors:

- The physical integrity of the existing facility;
- The historical or architectural values of the building;
- Use of the facility by other offices or functions;
- Adherence to local building codes;
- Life cycle costs;
- Functionality;
- Growth of the courts and the building's continued potential for expansion;
- Ability to meet operational needs of the courts;
- Ability to comply with accepted court design standards;
- Security and safety of the public and building occupants;
- Ability to accommodate prisoner custody requirements;
- Accessibility requirements; and
- Impact on other departments and functions housed in the facility.

Of critical importance to the courts is whether the existing facility can meet court design guidelines and standards, even when renovated. While some compromises may need to be made, fundamental issues of public safety, prisoner access and control, and functionality for court operations should not be sacrificed. When considering whether courthouse design guidelines can be met it should be kept in mind that there is often more than one way in which to achieve this. The separation of public, private, and prisoner circulation is a good example. The standard is not necessarily three separate circulation systems. The standard to be achieved is the separation of the public, judges and staff, and prisoners. Usually this is best achieved through separate circulation, but in some situations this also can be achieved through operational means.

[5] Ibid.

E. Problems Usually Encountered During Renovation

The renovation, or retrofit, of an existing facility for courts (courtrooms, chambers, and clerks' offices) typically presents a number of problems and frequently requires compromises. Among the problems that are likely to be encountered are:

- Spaces too small to accommodate properly sized courtrooms or other functions;
- Low floor to ceiling heights for courtrooms;
- Inability to achieve proper adjacencies, such as between courtrooms and jury deliberation rooms;
- No logical location for an addition that permits circulation systems to work efficiently;
- Inadequate electrical, plumbing, and HVAC systems requiring extensive upgrades;
- Hidden problems such as asbestos;
- Need to make renovated spaces handicapped accessible;
- Need to provide temporary space in which to house the courts during construction; and
- Difficulty in providing proper security in the building;

Probably the most critical issues are those related to finding adequate spaces in which to build properly sized and designed courtrooms, the need for proper adjacencies, and the need to provide a minimum level of security and safety within the building. Too often renovation or retrofit projects result in courtrooms that are too narrow, too small, lack the proper floor to ceiling heights, lack safe prisoner access; lack adequate litigation space, and/or lack necessary public waiting and attorney conference areas.

Among the questions that must be asked early in any project that contemplates the reuse of existing facilities or locating courts in a facility other than one designed as a courthouse, are:

- Are there spaces large enough and suitable for courtrooms?
- Where will prisoners enter the building and can they reach the courtrooms without having to be escorted through public or private corridors and work areas?
- Can the facility accommodate three circulation systems (public, private, and prisoner) and zones?
- Can the building be made secure? and
- Are the main building systems (electrical, plumbing, HVAC) sound?

F. Can Another Type Facility Be Used for Courts?

While it is most common for renovation projects to involve the courthouse, it is not uncommon for consideration to be given to retrofitting other types of facilities for court use. The most common type facility are general office buildings, but schools,

hospitals, shopping centers, post offices, and department stores have been retrofitted to be used as courthouses.

As a general rule, it is nearly always easier and less expensive to renovate court spaces for general office functions than to renovate general office space for courts. The reuse of general office space, whether built for government or business, is not suitable for many court operations. Most general office buildings do not have adequate vertical circulation system (elevators) and the proper floor plates to accommodate three separate circulations systems or zones.

Secondly, the floor to ceiling heights in most general office buildings is too low to properly accommodate courtrooms that should have a minimum of about 14 feet from floor to ceiling. While general office space may not be appropriate for courtroom and chambers, it is perfectly acceptable for many court support functions, or ancillary offices, such as the Commonwealth's Attorney, public defender, or probation. These may either remain in a county or city administration building or be located in other general office spaces that have been renovated for their use, as long as it remains close to the courthouse.

It also is important to think of the image that the retrofitted building will present to the community and how it will affect attitudes of litigants. Will the building project a sense of decorum and dignity that is essential to all court facilities or will it project an image of retail or assembly line justice?

Shopping centers have an advantage in that there is generally plenty of parking, a commodity that is all too often lacking in many downtown courthouses. Further, many shopping centers are built with high ceilings and fairly large spaces between support columns, permitting great flexibility in locating courtrooms. While it may not be considered appropriate for general jurisdiction trial courts, shopping center locations may be very functional for limited jurisdiction courts that handle high volume functions such as traffic and misdemeanor cases. The disadvantage of a shopping center is that they are almost always one story structures which make it difficult to achieve prisoner access to all courts without penetrating either the public or private circulation.

G. Project Phasing

A major problem with nearly any renovation projects is the need to phase the work so that the courts may continue to operate during construction. It is often necessary to find temporary quarters for the courts to occupy while the existing space is being worked on. This can add extra costs and time to the project if it is necessary to lease temporary space that first must be retrofitted to provide minimum functionality for courts. Where there is also a new addition being built along with renovation of existing facilities, the new facilities may serve as the temporary swing space for courts while space in the existing facility is being renovated.

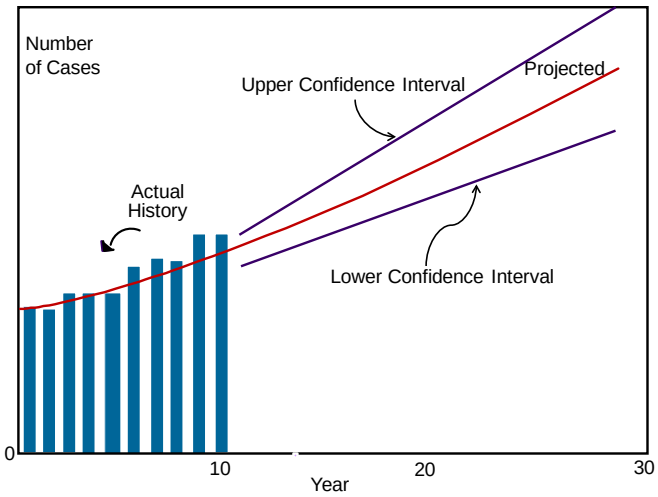
Generally speaking any project that involves renovation and reuse of an existing facility for courts will require a project that is completed in phases and may require courts and their offices to move several times during the project.

III. PRE-DESIGN PLANNING

Most projects are initiated with an assessment of the current facilities. Someone determines that the facilities are inadequate: too small; in poor physical condition; lack security and safety; and/or is inefficient or overcrowded. It is important at this stage to conduct a systematic evaluation of the facilities and document their deficiencies. This is one of the ways in which these guidelines can be used, and have been used in the past. Many projects are initiated with a judicial court order requiring the local government to provide adequate facilities. One of the prime resources judges and others use when making this determination is the Virginia Courthouse Facility Guidelines. These guidelines provide a benchmark against which existing facilities may be evaluated.

A. Needs Assessment

A typical needs assessment examines the facilities in terms of their physical integrity, the condition of the electrical, plumbing, and HVAC systems, the amount and types of spaces provided, the circulation systems (particularly the secure prisoner circulation), the safety and security of the buildings, their ability to adapt to future growth and changes, and ability to incorporate and make use of new technologies. The needs assessment also may look at future growth and make some projections of both future judge and staffing requirements as well as future space requirements. A typical forecast horizon is 20 years. It is important to look ahead at least 20 years because most building projects take from five to ten years to complete and if the plan only accommodates the current need in many cases the courts will have outgrown the new facilities by the time they are occupied.



Caseload Projections

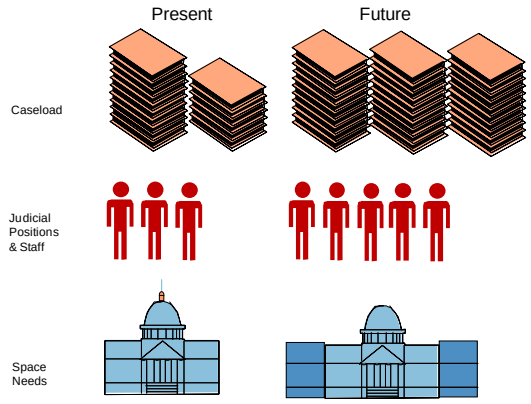
The needs assessment may be performed as a separate step or may be done as part of a larger master planning effort that also examines possible solutions such as renovation, new addition, or new building.

B. Master Planning and Determination of Alternative Solutions

The next phase of the project is the development of a facility master plan that identifies various options, discusses their pros and cons, and provides preliminary costs estimates that can be used by the funding authority and users to make decisions on the best course of action. At this stage it may not be clear whether the best approach is to renovate the existing facility with perhaps the construction of an addition or to build an entirely new facility.

If an evaluation and assessment of the condition of the existing facilities was not done as part of a needs assessment one should be done now as part of the master planning process. This information is critical to the decision of whether to renovate all or some portion of the courthouse.

With the help of the architect, planning consultant, or a qualified person from the local government's public works department, the committee should determine the approximate construction costs of different alternative solutions, including (1) renovation of the existing facility, (2) its enlargement, (3) renting additional space for offices not directly related to court operations, combined with renovation or enlargement, or (4) construction of a new facility. Consideration of construction costs of a new facility must address whether construction should be on the present site or on a newly acquired site and include either the costs of demolition of the present facility and the temporary relocation of operations, or the cost of acquiring a new site.



Relationship of
Caseload Growth to Personnel and Space Needs
Courtesy of HOK

After such preliminary determination of the costs of the alternative solutions, the committee should determine whether the space requirements can best be met by renovation, enlargement, renting additional space, or construction of a new facility and destruction or other use of the present facility. One method of comparison of the various alternatives is to annualize the cost of each alternative by dividing the total cost by the estimated years of use. Selecting a workable solution will require balancing conflicting needs, costs, and time priorities.

C. Preparation of the Architectural Program

The next step in the planning process is the preparation of the detailed facility space program. This is more detailed than the estimate of overall space needs made during the needs assessment. The "program" on the other hand documents the present

organization and operation of the courts and their related functions, details both their current and future space needs, and the necessary components of the courthouse and their spatial and functional relationships.

It is more detailed than, and goes beyond, what is required during the needs assessment and master planning phases. It serves to inform the architect of the problems to be solved in the design of the facility. The preparation of the program will most likely be beyond the capabilities of the committee, and it is here that the use of an outside planning consultant, familiar with court operations and the design of court facilities, is essential.

The information obtained during the needs assessment and master planning phases will be pertinent to the development of the program. Program development requires additional research, greater detail, and further analysis in order to prepare a written description on which the design can be predicated. For this purpose the program should describe the organization and operations of each of the courts. Current deficiencies, bottlenecks, and other problems should be described along with suggested changes and improvements. The information should include historical, current, and projected caseload data, demographic trends, and space and personnel requirements, as well as forecasts of future trends in court operations and management. This requires forecasting future judge and staffing levels, and the number and type of courtrooms that will be needed. It should be noted that an increase in the number or size of the required spaces will also require a corresponding increase in the public circulation and waiting areas. The program should include descriptions of all the offices to be included in the building, including adult probation or court services.

1. Determining Future Needs

   Determination of future court facility needs is part science and part guess work. One approach is to ask each stakeholder for (1) their estimate of the amount of space and number of staff required in the future, (2) the additional space needed to properly accommodate the current staff and operations, (3) the anticipated growth in workload and staff for the next 15 to 20 years, and (4) the types of spaces that will be required to accommodate the anticipated growth. This approach, however, requires stakeholder to provide a fair assessment of their current needs and to make reasonable assumptions about their future needs.

   Different courts, departments, and offices are likely to experience different rates of growth or decreases in workload. Short-range forecasts, based on projections of current workloads may be sufficiently accurate if based on adequate information and not projected too far into the future, but because public buildings are generally used for extended periods of years, more sophisticated techniques are required to achieve long-term forecasts of 20 plus years. Forecasting is a complex science and should be undertaken by those with sufficient technical expertise to

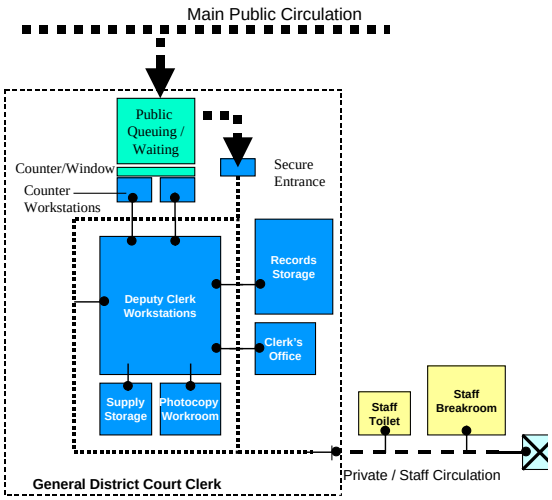
know how to select an appropriate forecasting model and interpret the results. This is another area in which the use of a planning consultant is advisable.

2. Contents of the Architectural Program

The degree of detail in the program may vary depending on whether the plan is for the renovation of the existing facility, its enlargement, or the construction of a new building. Typically the program will contain the following elements.

a. A description of the organizational structure and operational procedures carried on by the courts, court related offices, and other governmental entities in the building. The description should differentiate between the type of court (Circuit, General District, and Juvenile and Domestic Relations District) and court procedures in criminal, civil, juvenile, and domestic relations proceedings, and identify the relationship of these proceedings with the other occupants of the building. Flow charts reflecting the sequence of operations and the workflow may be helpful as are the use of adjacency diagrams.

Example of a Circulation and Adjacency Diagram



b. A detailed description of the condition of present facilities, including not only courtrooms and offices, but other building support spaces such as electrical rooms and closets, toilets, storage areas, etc., and the number and size of each. This description can be accomplished most easily by obtaining an up-to-date space plan or as-built drawings of the present facility. If one is not available it may be necessary for the consultant or architect to prepare one.

c. A description of the problems with, and inadequacies of, the present facilities. The extent to which current problems and inadequacies have affected the organizational structure and operational procedures should be noted so that these can be eliminated in the new design.

d. A detailed accommodation schedule listing the type and size of all spaces/rooms that will be required in the new design. The program should remind the architect that the design of the new facility should permit future expansion to meet unanticipated needs. To the extent feasible, the square foot area of these spaces should be in accordance with the guidelines hereinafter

set forth. The trend toward smaller courtrooms should be recognized, as should the use of multipurpose rooms for hearings, jury assembly, etc. in smaller courthouses.

e. A description of the optimum location of the major spaces and their relationship to each other, using adjacency diagrams. While this description will not work out the actual location of spaces it should outline their basic functional relationships. High-volume functions and activities, such as clerks' offices and fine payment windows, should be located near the main public entrance, on the first floor, whenever possible. This will reduce visitor traffic on other floors where courtrooms are located, thus enhancing security. Court functions that have similar operational and spatial requirements should be located as conveniently as possible to each other. Similarly, offices that need the same type of security may be located together.

f. A description of the optimum size and the physical features of each space in accordance with the following recommended guidelines. Such description should include its size, environmental needs, security requirements, handicapped accessibility requirements, circulation and adjacency needs, and level of furnishings and finishes. It is important to note the acoustical requirements for spaces in which privacy is essential such as courtrooms, judges' chambers, jury deliberation rooms, attorney and client conference rooms, and the offices of the Commonwealth's Attorney staff.

g. The program should contain an estimate of the costs involved in the implementation of the program through the completion of the working drawings. In addition, the program should contain an estimate of the total net square feet required based on the number of spaces and their sizes. To this must be added the approximate areas of corridors, elevators, stairways, walls, ducts, and service areas to determine the approximate total building gross square feet to be used in determining the approximate costs of the project. The involvement of an architect and the planning consultant, as well as a cost consultant, will be necessary. If a new site is to be acquired, its estimated costs should also be determined and included.

h. A timetable from the date of completion of the program, through the design phase, to completion of construction. The timetable should describe any phased implementation of the project, taking into account the disruptions inherent in the construction process, any temporary relocations during construction, and a plan for handling such disruptions. As early as possible in the planning process the funding agency should be working on the method for financing the project.

IV. DESIGN

When the written program has been completed, a request for proposal (RFP) based on the program should be advertised and sent to prospective architects. The committee and the funding agency will review the responses and select an architect and enter into negotiations. Selection criteria should include prior courthouse design experience; organizational capacity to handle the project, availability of proposed project staff, ability to manage and complete comparable projects within budget; and presence and qualifications of necessary experts such as security, acoustics, and technology planning. Typically on larger projects, a local architect will team with a larger national firm that has expertise in courthouse design.

A. Schematic Design

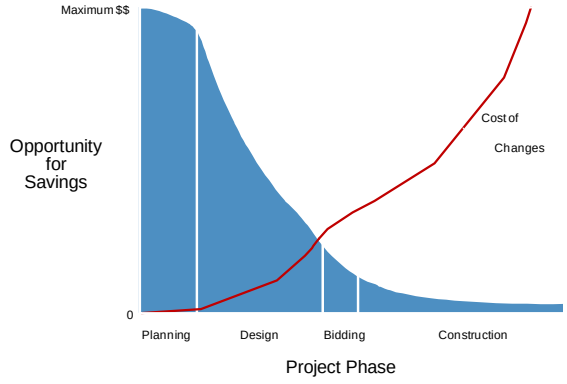
Schematic design begins upon approval of the architectural program and the project budget. The objective of this step is to conceptually organize the functional components that were defined in the Program Statement. The architect will prepare and submit preliminary sketches showing the location and size of the various courthouse components such as courtrooms, chambers, clerks' offices, and other offices. The sketches will show the three major circulation systems (public, the staff, and prisoners), and studies of the exterior appearance of the building. The schematic plans should identify alternative features that can be added or eliminated and the architect should furnish preliminary cost estimates of the schematic plans, including the alternatives.

These alternative sketches should be reviewed by the committee in consultation with the architect, keeping in mind the program requirements, the budget, and these guidelines. Changes at this point in the project can easily be made without incurring much additional cost. Subsequent steps will add detail to these decisions with the primary objective of producing documents from which construction can be initiated.

B. Design Development

The next step is design development, during which the Architect will refine the overall design providing more detail with each subsequent iteration. The architect prepares preliminary plans showing the layout and size of all of the components of the facility including all rooms, closets, toilets, storage and service areas, stairways, elevators and corridors. Indications of surface treatments, decorations and the

locations of equipment also should be shown. Deliverables during this phase include: floor plans, key area plans, building elevations, typical wall sections, key interior elevations, preliminary finish schedule, preliminary door and frame schedule, preliminary window schedule, and preliminary specialty hardware schedule. There are additional engineering, mechanical, landscaping, security, acoustical, and technology diagrams and schedules that are part of the design development stage. At each stage of the design new costs estimates should be provided.

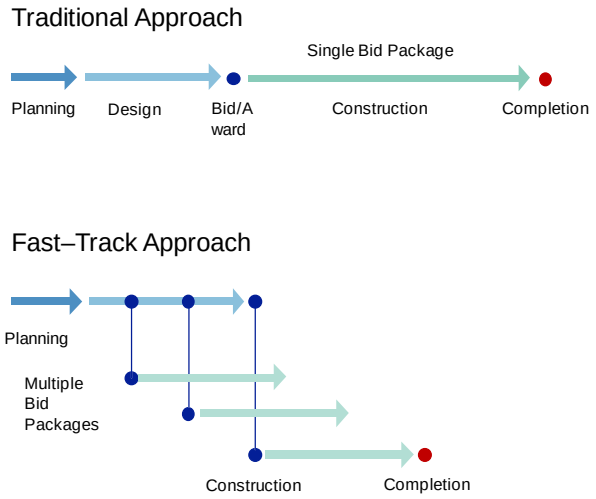


Cost Control Opportunities
Courtesy of HOK

These preliminary plans should be reviewed and any changes agreed upon before proceeding further. This is the last good opportunity for changes, since changes in the next step, working drawings, are very costly and time consuming. The final preliminary plans should be approved in writing by the committee, the architect, and the funding agency.

C. Construction Documents

The final stage prior to proceeding with the ground breaking and construction of the building is the preparation of the construction documents upon which final cost estimates can be made and which will be the basis for construction bids. The working drawings should be reviewed to make sure that they are in accordance with the final preliminary plans and the building code, and should be approved in writing. Final cost estimates should then be made and, if within budget, the plans should be submitted for construction bids. If necessary, changes can be made prior to approval, but such changes will add substantially to the cost and delay of the project. Changes made at this stage must be carefully considered and made only if critical to the basic serviceability of the facility.



Project Schedule Comparison

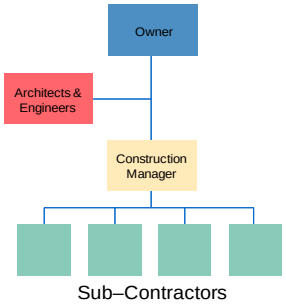
V. CONSTRUCTION BIDS AND CONSTRUCTION

The Architect prepares the bid package containing all the information contractors will need in order to prepare bids on the project. After advertising the project a pre-bid conference should be held where contractors and subcontractors can receive information on the project and ask questions. Once bids have been received and opened, the planning consultant/architect will assist the committee and the funding body in reviewing the construction bids for approval. If the bids do not fit within the proposed budget, it may be necessary to review and modify the working drawings to eliminate some aspects of the project so that supplemental construction bids can be obtained that will more closely coincide with the budget. Often, however, by working with the winning contractor to review the bid in detail it is possible to trim construction costs.

The actual construction should be observed and inspected by the architect and the committee, as well as by the public works department to ensure that the construction complies with the working drawings and the building codes. Supervision must include installation of equipment. If such observation and inspection is systematically carried out and noted errors are corrected, final inspection and approval should be accomplished without difficulty. In larger more complicated projects, local jurisdictions often elect to engage a program or construction manager that is responsible for quality control, schedule, and progress payment requests.

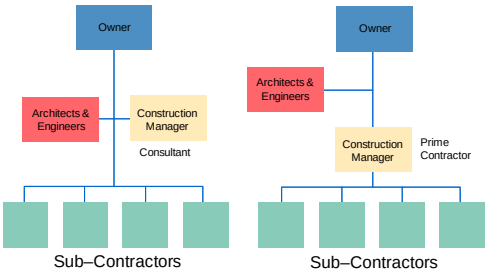
VI. PROJECT DELIVERY METHODS

The traditional method of delivering a finished courthouse is through what is referred to as the design-bid-build method where an architect is hired by the local government to prepare a design and construction documents. Then the project is announced for bids to be received from contractors. The bids are reviewed and a contractor selected to build the courthouse.



Traditional Management Approach

The advantage of the design-bid-build approach is that the full details of the construction are known prior to soliciting the bids. The awarding jurisdiction knows the final price at bid opening, unless change orders are permitted during the construction process. Also the architect remains the owner's representative and can cite the contractor if faulty work is observed.



Construction Management Approach
Courtesy of HOK

A potential disadvantage of this traditional approach is that the design and construction steps are completed sequentially A frequently

used alternative is the use of design-build. In this process the design and construction process is integrated and the Architect is an employee or subcontractor of the contractor. Advantages of this approach is that the contracting entity (local government) has a single point of contact (the contractor) for the entire project and the project can usually be delivered is less time because of the overlap in the design and construction phases. It also eliminates the need for a second bid process to select the building contractor.

Sometimes the design-build team is selected upon completion to the master planning step and will prepare the conceptual design, preliminary design, construction documents and then build the facility. A slightly different approach is for the city/county to hire an architect to complete the conceptual design (usually in conjunction with the master planning step) and then seeks bids from a design-build team that will complete the construction documents and construct the building.

The disadvantage to this process can be the relative inaccessibility of the design expertise since the architect is a subcontractor and can be insulated by the contractor. In the design-build approach, the architect's allegiance is to the contractor and not the owner. Of course, the architect is bound by professional ethics to report any faulty construction methods and is liable to the owner and contractor for design errors, but the direct relationship with the owner can be lost in the design-build method.

CHAPTER 3 - RESPONSIBILITY FOR PROVIDING FACILITIES AND FINANCING COURTHOUSE CAPITAL PROJECTS

I. LOCAL GOVERNMENT RESPONSIBLE FOR PROVIDING COURTHOUSE

Localities in Virginia are required by Va. Code § 15.2-1638 to provide courthouses and suitable facilities for the judges and staff of district and circuit courts, including Circuit Court Clerks, and upon request space for the Commonwealth Attorney. The costs of doing so are to be paid by the locality and facilities are to be provided in government owned property and not leased. This has traditionally been a responsibility of local government in Virginia.

If the court facilities are deemed to be insufficient or inadequate, the Code of Virginia sets out a process that can be used to compel improvements to a court facility by local Circuit Courts (§ 15.2-1643). Dating at least to the early 1900s, this process has been used by Circuit Court judges to force jurisdictions to update and upgrade their court facilities. Over the past 15 years this process has been used in a number of communities, including Williamsburg/James City County, Rockbridge County, Dickenson County, and the City of Portsmouth.

If a county plans to construct a courthouse at a new location which is not adjacent to the existing courthouse, Va. Code §§ 15.2-1644 and 15.2-1646 requires citizen approval through a referendum.

II. FINANCING CAPITAL IMPROVEMENTS

There are two court fees that may be collected for the purpose of funding courthouse maintenance and construction. Under a statute first adopted in 1990, Va. Code§ 17.1-281, localities may assess up to a $2 fee on all civil, criminal, traffic and local ordinance cases for the purposes of construction, renovation, or maintenance of the courthouse or jail and court-related facilities and to defray increases in the cost of heating, cooling, electricity, and ordinary maintenance. The money raised by this fee, however, is generally insufficient to fund most courthouse construction projects and according to JLARC the money has generally been placed in the locality's general fund to offset facility building maintenance (JLARC, ***Operational and Capital Funding for District and Circuit Courts***, 2009).

Since 2009, localities may assess an additional $3 fee per case, specifically for courthouse construction as long as the Department of General Services (DGS) certifies the courthouse as noncompliant with the ***Virginia Courthouse Facility Guidelines***. The circuit court clerk is responsible for collecting courthouse fees and transferring them to the local treasurer. This money is "solely for the construction, reconstruction, renovation of, or adaptive re-use of a structure for a courthouse." Va. Code § 17.1-281 (D).

According to DGS, during the first five years of the act 29 jurisdictions requested such certification by DGS.

Localities wishing to impose this $3 filing fee must submit a self-evaluation of their court facility to DGS, indicating how their facility is non-compliant with the Virginia Courthouse Facility Guidelines. A DGS building inspector then conducts an on-site inspection of the facility to confirm that it is out of compliance. DGS reviews the case and issues a certification of noncompliance, which then authorizes the locality to adopt an ordinance imposing the fee. The locality must reimburse DGS for the site visit and other related costs, which according to DGS have generally been in the range of $1,100 to $1,400 in localities that have been certified.

The most common financing arrangement is the general obligation bond. There are basically three options when it comes to financing a capital project such as a courthouse: 1) financing without debt, 2) financing with short-term debt, and 3) financing with long-term debt.

It is usually not possible to finance a capital improvement project out of operating funds. In Virginia, as noted earlier, local governments may charge a filing fee to cover improvements to the courthouse. The amount of funds that can be generated through this method however are generally not enough to fund anything but small renovation or improvement projects. When the indebtedness is not large and the time needed to retire the debt is short, the use of short-term debt, such as grant anticipation notes, tax anticipation notes, and lines of credits, or bonds that can be retired in less than five years may be possible. Such funding mechanisms however may best be reserved for initiating a project when there is a need to get a project started quickly or for minor renovations.
As noted earlier most courthouse projects are financed with long-term debt, such as general obligation bonds. There are however some alternatives that may be used. Long term financing can be broken down into public financing options and private financing options.

A. Public Financing

Early in the planning process it will usually be necessary to provide some funding for expenses and to hire an architect or courts planner to conduct a review of the current facilities and a needs assessment. This may be funded out of general revenues, as is usually the master plan if one is to be done. Once a decision has been made to go forward with the project it is necessary to secure more substantial funding to cover not only the design architect fees but the site acquisition and construction costs. With very few exceptions this will require some form of loan. Two of the most prevalent public funding options are general obligation bonds and revenue bonds. The choice of which method to use may depend on the length of the project, the political viability of public funding that normally requires a referendum, and the expected life of the building.

1. General Obligation Bonds (GOB)

   General obligation bonds are the most commonly used means of financing long-term large public capital improvement projects. They are relatively inexpensive

and easy to sell, assuming a good bond rating. The use of GOBs, however, requires voter approval, which is sometimes difficult to receive. The public's appetite for expensive public works projects is limited and courts have to compete with other needs such as schools and roads. If obtained, however, voter approval can insulate public officials from later criticisms. Besides anticipated voter rejection, other disadvantages include 1) tax and debt limitations; 2) need to proceed quickly 3) poor bond ratings, and 4) the desire to avoid restrictive laws in the construction of public buildings.

2. Revenue Bonds

   Revenue bonds financing is available through a variety of public agencies such as a local industrial development authority. The advantage of revenue bonds is that they circumvent the lengthy and unpredictable political process required with GOBs and there may be some latitude in applying laws governing the construction of public buildings.

B. Private Financing

Private financing is becoming more popular as communities seek ways to leverage their tax revenues to greater advantage to finance long needed capital improvements. In general private financing works much like a home mortgage. A private entity provides the funds to construct the facility and the local government body then buys back the facility through a lease purchase agreement that may last 30 years. The loans are paid back through possible revenue that may be generated by the property or through general tax revenue.

1. Certificates of Participation (COPS)

   One private financing method is the use of certificates of participation (COPs) which can be used as an alternative to GOBs. The COP is based on sale of interests in lease revenue from a capital project; for instance, the revenue from a parking garage that is constructed as part of the project or a bridge for which tolls are levied.

2. Private Educational Facilities Infrastructure Act

   In Virginia, as well as a number of other states, the use of lease/purchase arrangements through a private builder/developer is becoming a more common method of financing public facilities.

   In Virginia, the Public-Private Education and Infrastructure Act of 2002 (PPEA) was intended to bring private sector expertise to bear on public capital improvement projects, thus saving time and money. It allows private entities, to "acquire, design, construct, improve, renovate, expand, equip, maintain or operate

qualifying projects." Its purpose is to encourage innovative approaches to financing construction and renovation of public facilities.
Qualifying facilities must be devoted primarily to public use, typically involving public health, safety, and welfare. The Act grants responsible public entities the authority to create public-private partnerships if it is determined that private involvement may be able to deliver the project in a more timely or cost-effective fashion or lead to improvements in the public entities' processes or delivery of services.

The private partner provides cost or completion guarantees for which it is given an equity investment in the project. The project requires a dedicated revenue stream with which to pay back the investors. Financing options might include the use of special purpose entities, sale and lease-back transactions, enhanced use leasing, property exchanges, development agreements, conduit financing and other methods allowed by law. Inherent in this type of financing arrangement is the need for the local governing body to identify the source of revenue that will support the lease payments for the term of the agreement.

This method eases many of the front-end political problems of GOBs and other methods requiring public approval. The retirement of the debt shows up in the operating budget in the form of rental or lease costs. It provides good cost controls because there is a single entity which is accountable and there is less likelihood of cost-related changes in the project, the project can be completed faster and there is less likelihood of delays, and it defers the need for public funds because the builder picks up a lot of the early costs. Other benefits include:

- A private enterprise can bring expertise and efficiencies to the project that would not otherwise be available to a public construction project;
- The private enterprise, not the government entity, incurs the long term debt. Therefore, voter approval is not required and the governmental entity's debt load is not affected;
- The cost of the project can be distributed to the government over a longer period of time;
- The overall cost of the project may be less, based on the assumption that the project will be completed in a shorter time frame and construction costs are expected to increase over time;
- The loan does not affect the debt load of the governmental entity;
- The private enterprise carries the risks associated with the project, including cost overruns and delays; and
- Ongoing maintenance of the facility can be a component of the agreement with performance.

Some of the drawbacks of this method are that the project scope and cost may not be defined until late in the process giving the local governing body and court less control over design issues, the learning curve for public officials and the public

means they may be apprehensive of the process, questions of whether the best possible price was obtained, and the lengthy and complicated negotiations. Also, the public entity may lose some control over the design process because cost control becomes a critical factor in order to maintain the viability of the project. Other disadvantages are:

- A P3 project bypasses public approval and subjects the project, the funding body, and the governing entity to resistance from the voters/general public.
- Experience to date with P3 projects demonstrates that these projects receive a limited number of bidders; typically one to three entities submit bids. This reduced competition could be detrimental; in contrast, competition among a larger number of bidders generally reduces the overall cost and increases the quality of a project.
- The overall payment for the P3 financing may be higher than a traditional financing method, given that a private entity pays higher interest rates than government entities to borrow money. A P3 project also includes a profit margin for the private entity.
- The financing for a P3 project typically extends out over a longer period of time than in a traditional building model, with the court leasing the facility over a period of up to thirty years.

To date, PPEA has been adopted in Virginia and several other states including Florida, Texas, Utah, Maryland, Arizona, California, and Michigan.

CHAPTER 4 - COURTHOUSE DESIGN CONCEPTS

I. GENERAL DESIGN PRINCIPLES

The courthouse should be designed to make maximum use of energy saving features. This involves proper selection of building materials, placement, size and types of windows, potential use of solar devices and appropriate internal zoning of heating and air conditioning. Energy systems are important for court facilities being planned now to last for fifty or more years.

Opportunities for dual uses of some interior spaces should be considered when possible. The jury assembly room, for example, may be used in the evenings as a civic meeting room or for training programs when not needed for jurors. Unfinished, shelled-in courtrooms can be used for records storage or other purposes until full expansion is needed.

A. Building Image

The architectural design for a new court facility should present a bold but dignified and appropriate judicial appearance that reflects the community's traditions and culture.

In general the design should present an image that:


Historic Williamsburg Courthouse

- Engenders public trust and confidence through an image of transparency, openness, fairness and dignity;
- Reinforces the independence of the judicial system with a design that is distinctive and emblematic of the courts;
- Reflects the importance, authority and stability of the justice system without being extravagant or ostentatious;
- Conveys a sense of efficiency and decorum;
- Is readily comprehensible and accessible to visitors; and
- Recognizes the historical nature of the community and its traditions and culture.

B. Green Building Design

Over the past decade there has been a growing emphasis on green building construction, including courthouses. This is evident in the greater use of day-lighting in recently built courthouses throughout the country, even in courtrooms, use of local materials, and greater energy efficiency. Many localities have sought to have their courthouses LEED certified. LEED is a proprietary certification process and can be expensive. Many localities, instead of seeking the final certification, specify that the courthouse be designed and built to a certain LEED level, such as silver, without getting the final certification.

In lieu of seeking LEED certification, an alternative is the new International Green Construction Code (IGCC). Begun in 2009 as a cooperative effort of the American Institute of Architects (AIA) and ASTM International, the International Green Construction Code regulates construction of new and existing commercial buildings.

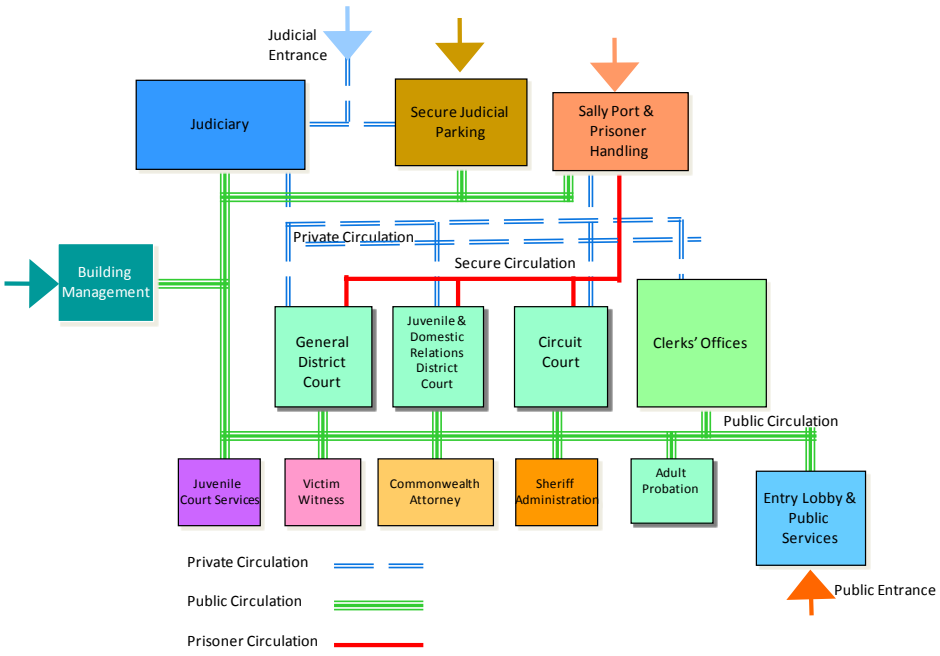
- The code addresses site development and land use, including the preservation of natural and material resources as part of the process.
- The code seeks to improve indoor air quality and support the use of energy-efficient appliances, renewable energy systems, water resource conservation, rainwater collection and distribution systems, and the recovery of used water, also known as greywater.
- The IGCC emphasizes building performance, including a requirement for building system performance verification along with building owner education, to ensure the best energy-efficient practices are being carried out.
- A key feature is a section devoted to "jurisdictional electives", which will allow customization of the code beyond its baseline provisions to address local priorities and conditions.

C. Controlled Circulation

The courthouse is a busy center of local government and should operate safely and efficiently in order to serve citizens who come to conduct their legal business. Circulation should be simple and direct, and users and visitors should be able to find their way easily throughout the courthouse.

The hallmark of good courthouse planning is the development of a building-wide circulation system that provides three separate and distinct paths of movement for the public, court professionals –judiciary and staff, and in-custody accused persons. There must be no unwanted cross traffic between the paths and no awkward blockages to the movement within each circulation. This controlled circulation should be clear and direct, efficient and effective; it is essential for both security and safety reasons as well as for the operational efficiency of the court.

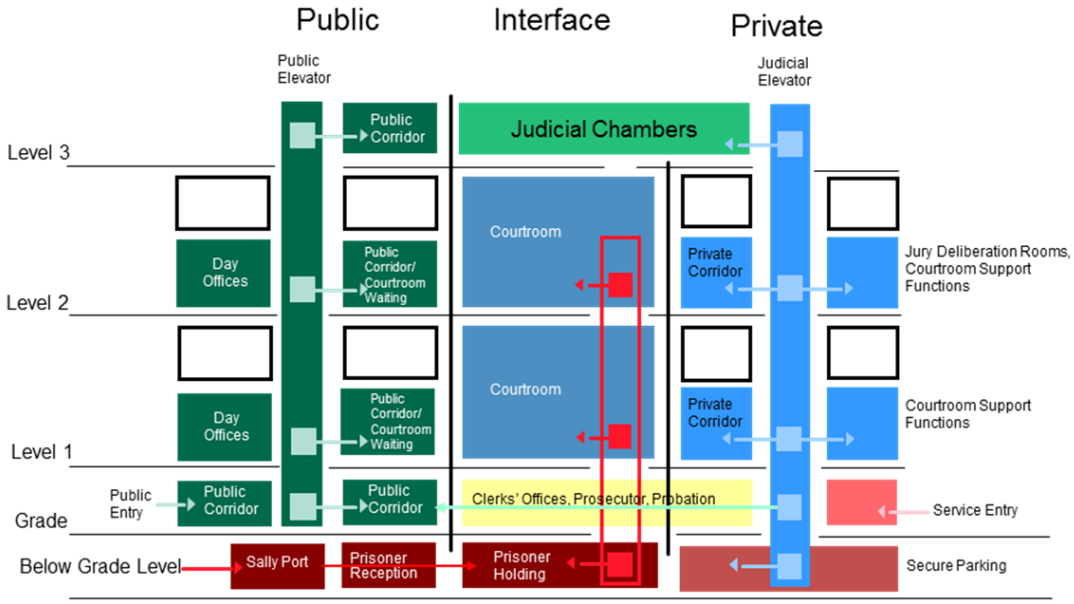
Typical Building Component Organization and Circulation



The following discussions apply to new courthouse construction. When renovating older buildings it is permissible to make some minor compromises in the recommended circulation patterns although it is never acceptable to have in-custody detainees escorted through public spaces. In older and smaller rural courthouses it may be necessary for staff to walk through public spaces, although every effort should be made to limit the extent to which judges need to walk through public areas. It also is permissible for prisoners to be escorted though private circulation corridors if staff can be excluded from the corridors during the time prisoners are in the space. This may be done by use of doors that can be temporarily closed to block off sections of the private corridor in order to make it secure while prisoners are being taken to or from a courtroom. Another option may be to limit the times during which prisoners are escorted to and from the courtrooms and have security personnel ensure that all staff are securely sequestered in their offices. Both of these options are only suitable in smaller courthouses with minimal staff and infrequent prisoner movement.

D. Public Circulation

The public circulation system provides unrestricted public access from the main building entrance to the various public and functional components of the building. This includes the main lobby, corridors, public elevators and escalators, public washrooms, waiting areas, court clerk counters and reception areas. It also includes access to the many court and ancillary offices, such as the Commonwealth Attorney, and other offices such as Juvenile Court Services, or Community Corrections if located in the courthouse.



Vertical Courthouse Circulation

Users of the public circulation include courthouse staff, prosecutors, lawyers, police officers, witnesses, reporters, accused persons not in custody, members of the public present for family or civil cases, persons with business at the clerks' offices, and courtroom spectators. Public access should be clearly articulated and direct from the main building entrance to all public destinations within the building. Public and staff access into the building should be through the main entrance monitored by security screening staff when the courts are operating.

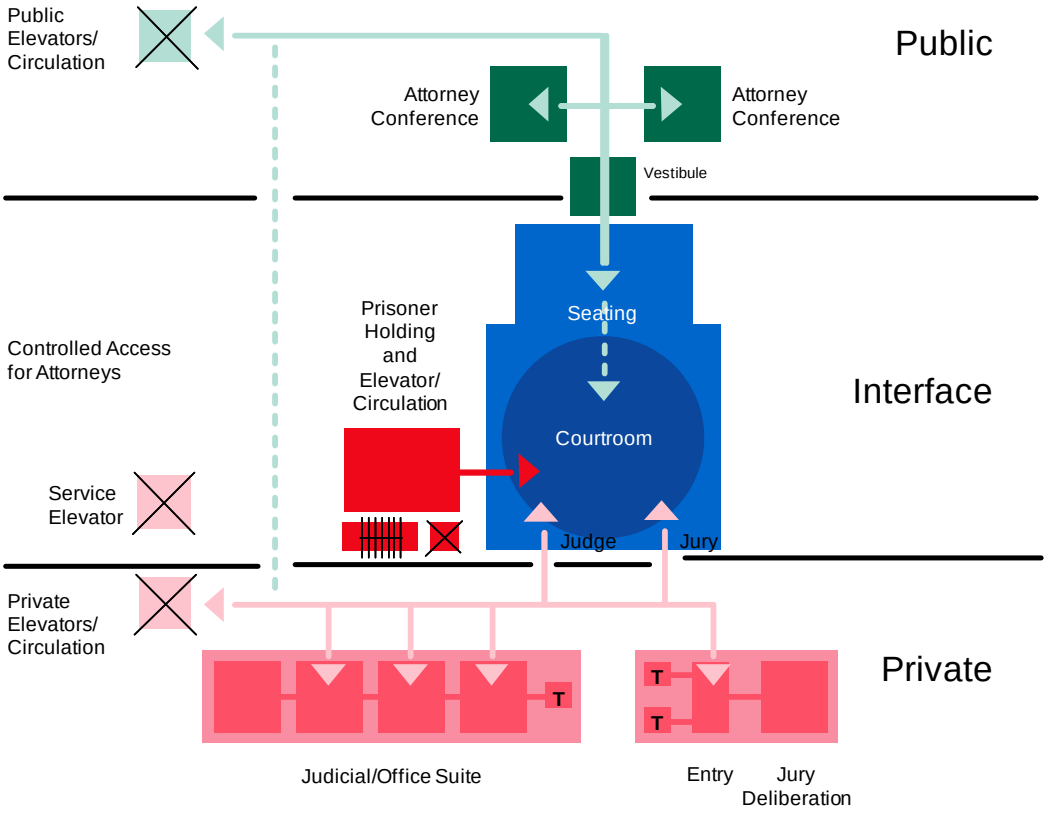
The building should have a single main entrance for both public and staff. It is acceptable for the entrance area to include more than one entry point into the queuing zone in front of the security screening; however, all staff and visitors should pass through a single security screening point. This should be the only point of access into the courthouse other than the sally port, a secure judicial entrance if provided, the controlled loading dock (larger courthouse), and the secure controlled entries provided through judicial parking.

It is permissible for there to be a by-pass for court staff at the security screening point at the main building entrance that requires an access card and that is reserved for the quick processing of staff. In cases where specific proceedings require extra measures of security, public visitors may be screened again before being admitted into the courtroom.

E. Private Circulation

The private circulation system provides controlled access to authorized court staff and is not used by the general public unless they are escorted. Both the judiciary and authorized court staff will use the private circulation system. The judiciary will use

the private circulation system for access between judicial offices and courtrooms, and secure judicial parking. Similarly, authorized court staff will use private circulation for access to the courtrooms and judicial offices. All other users must receive specific permission to enter private circulation and must be escorted. It may on occasion be justified to escort vulnerable witnesses through private circulation and jurors also may be escorted through the private circulation to reach jury deliberation rooms.



Typical Courthouse Model

The need to separate the judiciary from other courthouse users has both a security and a privacy component. For security reasons, private circulation must include judicial access from secure judicial parking facilities to private elevators and offices.

There must be direct access to private circulation from the Judiciary Component as well as the appropriate parts of the Clerks' offices.

All access points to the private circulation system must be controlled.

F. Secure Circulation

The entire Prisoner Handling Component, including the vehicle sallyport, holding cells, control room, staff offices and ancillary spaces must be treated as a secure

entity, along with the secure prisoner circulation system and courtroom holding cells. It must be physically separate from all non-secure spaces and circulation systems in the courthouse.

Security officers escorting in-custody defendants between the courtrooms and the prisoner handling area will use the secure circulation system. In-custody defendants are not allowed into public or private circulation.

In-custody defendants will enter the courthouse through a secure vehicular sally port, be taken through a prisoner receiving area to a secure admitting and staging area, and then will normally be placed in a holding cell in the central prisoner holding area prior to being escorted to the courtroom for their hearing or trial. Where the courthouse is adjacent to a jail or detention facility, it is permissible for in-custody detainees to be brought to the courthouse through a secure walkway. In such situations the size of the central holding area may be reduced or even eliminated and prisoners escorted directly to the holding areas adjacent to the courtrooms.

The location of temporary prisoner holding cells immediately adjacent to courtrooms reduces the time needed to produce prisoners in court by allowing prisoners to be staged close to courtrooms. It also allows unruly prisoners to be quickly removed from the courtroom and isolated. Located with the courtroom holding cells should be a lawyer/prisoner interview cubicle that allows lawyers quick access to their clients during hearings and trials. Additional lawyer/prisoner interview cubicles should be located with the central holding areas in larger courthouses to permit attorneys an opportunity to meet with their clients prior to court.

A secure prisoner elevator that serves holding cells between pairs of courtrooms is the easiest and most efficient method of obtaining direct prisoner access to courtrooms without crossing private judicial/staff corridors and is essential in large multi-storied buildings.

A connection is required from the Prisoner Handling Component to public circulation, via a double-door pedestrian sally port to permit security officers to move about the building.

G. Secondary Circulation

There is generally a secondary circulation zone for staff and building services in larger courthouses. This zone is largely contained within the space envelope of the staff areas of the building. The integrity of this zone relies on controlled access between public and private circulation.

Included in the service zone are all those spaces that serve as building support areas for the courthouse, such as the receiving dock, program and building storage areas, building maintenance areas, and the mechanical spaces that are accessed in a secondary circulation zone. The entrances to the building through the receiving dock

must be secure and access must be controlled. Entry from public circulation into these areas should be via a door with controlled access.

H. Horizontal and Vertical Circulation

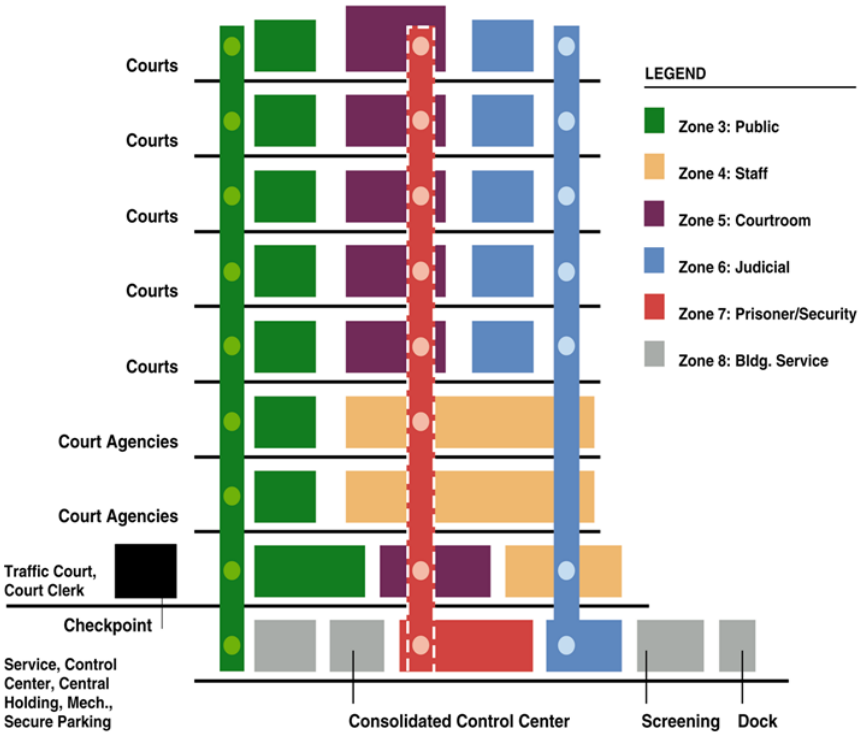
Horizontal travel distances for public, private and prisoner circulation should be minimized through efficient floor layouts that provide easy navigation, unobstructed sightlines and adequate space for people passing abreast of each other.

The location of court functions with high traffic volumes such as clerks and high volume courtroom such as General District Court will have an impact on the vertical transportation requirements. Efficient and rapid public access to these areas is essential. Peak loads must be accommodated.

Depending on the size of the building, one or two elevators will be required as part of private circulation for use by the judiciary, court staff and escorted jurors. The private elevators must serve all floors with courtrooms, the clerks' offices, the judiciary, and the secure judicial parking.

In large buildings a separate dedicated service elevator is desirable for the movement of materials and furniture through the building. The service elevator should be close to the receiving area and should serve all floors of the building.

Typical Courthouse Zones



In large courthouses with high foot traffic consideration should be given to installing escalators between the lower floors with high volume functions such as clerk's offices and high volume courtrooms such as traffic court.

II. LOCATION AND ORGANIZATION OF COURTHOUSE COMPONENTS

The location of offices and functions within the courthouse has a lot to do with how well the building promotes the efficient and safe operation of the courts, and how it is perceived by courthouse occupants and members of the community. High volume functions and activities that attract heavy foot traffic or outside visitors should be located on lower floors, or near the main public entrance. These include clerks' offices, public service counters, and high volume courtrooms such as General District Court or a traffic courtroom.

While trial courtrooms typically draw many participants, they may be located away from the lobby and entrance because of the need for quiet and few distractions. Chambers also must be located away from high volume public areas with their noise and distractions.

The secure circulation can be handled much more efficiently if courtrooms are stacked. In this way, one prisoner elevator can service several courtrooms on different floors.

Other benefits of separating high and lower volume activities include the reduction in stair or elevator traffic, noise reduction near the courtrooms, security enhancement and ease of future expansion of individual functions.

Functions that should be adjacent or close to courtrooms include courtroom-holding facilities, public waiting, attorney interview rooms, and prisoner holding cells.

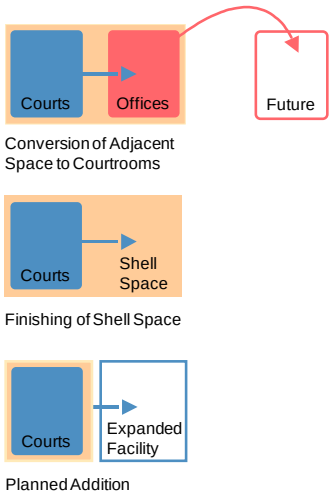
Judicial offices may be located on a separate floor where judges can have quick and easy access to courtrooms via private elevator, or behind the courtrooms separated by a private staff corridor. This also provides judges with a quiet and dignified space in which to conduct their legal research and prepare for court, and it allows for the sharing of appropriate administrative support functions and spaces.

III. EXPANSION, ADAPTABILITY AND FLEXIBILITY

All courthouses should be built to accommodate future changes and growth in the courts. This requires buildings that can be expanded easily, spaces that can be used for more than one purpose, and spaces that can adapt over time to new uses and needs.

A. Physical Expansion

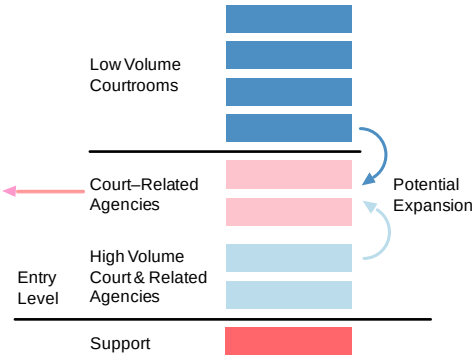
Changes to the facility may become necessary at some time in the future. Planning should consider expansion options in the event of unforeseen future growth. Such planning should consider how the building might be expanded through the addition of courtroom modules or other operations within the building. Consideration also should be given to how the horizontal and vertical portions of the three circulation systems would be extended to service the expanded operations.



Future Horizontal Expansion
Courtesy of HOK

B. Adaptability and Flexibility

Adaptability refers to the capacity of space to be converted for use by other functions. The level of adaptability can be increased by creating a design that is based on modules and structured around well-defined primary circulation routes. One means of expansion is to move a component into a new building or addition and to use the vacated space for expansion of courtrooms or other core court functions. This kind of adaptability that makes it possible to convert space into additional courtrooms requires a structural system design with appropriate column spacing and floor-to-floor heights to accommodate future courtroom modules.



Provisions For Future Vertical Expansion

Flexibility refers to the capacity of individual spaces to be used for a variety of functions over the lifetime of the building. One way of maximizing flexibility is to have a limited range of enclosed office spaces and a majority of the work processing space in open office areas where the screens and furniture can be readily reconfigured to meet evolving needs without reconfiguring walls.

Other ideas include the use of building structural systems and core designs that are flexible and adaptable to multiple future uses and needs. Space should be designed with an alternative future use in mind. For example, conference rooms should be sized to permit their easy conversion to standard sized offices. Another strategy might be to make all enclosed spaces (supply closets or storage rooms) large enough that they also can be converted to office space in the future as staff is added. It also means making sure that all spaces are equipped with sufficient electrical, data, and voice lines.

CHAPTER 5 - SIZE DETERMINANTS OF THE COURTHOUSE

The following key factors determine the required floor area of a courthouse. Understanding these determinants and how they determine overall size will help in developing a functional plan and design.

I. COURTROOMS

The number of courtrooms is the main determinant of the scale of a courthouse. Courtrooms are used for different types of hearings in addition to regular trials, including first appearances, preliminary hearings, motions hearings, pretrial hearings, and guilty pleas and sentencing.

The number of courtrooms is a primary indicator of size for courthouses. Courtrooms are large spaces, and each has associated with it a constellation of support spaces, such as attorney client conference rooms, public waiting, and prisoner holding. Additionally, the courtrooms are the major factor determining the number and size of the judicial, clerk, public, technical and other spaces throughout the building.

The courtroom is an area where the public, private and secure circulation systems converge. Courtrooms must be easily accessible to the public. Staff and judges must be able to enter the courtroom by means of a private corridor, while in-custody defendants must enter directly from secure circulation and a holding area adjacent to the courtroom. It is generally recommended that each courtroom have

- At least two attorney client interview rooms
- An entry vestibule to keep the noise in the corridors out of the courtroom
- Access to secure circulation
- Access to associated in-custody holding cells
- Access to judges' chambers by means of private circulation
- Access to jury deliberation rooms (Circuit Court) by means of private circulation
- Associated public waiting area

Courtrooms also generally require associated storage rooms and an audio-visual equipment room.

II. COURTHOUSE OCCUPANTS

Determining the occupants of the courthouse is up to the local city or county. The courtrooms, the judiciary and court clerks are central to the functioning of the courts. In

addition, certain functions, such as prisoner handling and basic public services are considered part of the essential court functions that are included in all courthouses.

Other functions may be included in courthouses to enhance efficiency of the overall system.

- Commonwealth Attorney
- Victim Witness Program
- Day offices for outside social agencies (CASA, etc.)
- Mediation
- Juvenile Court Services
- Community Corrections/Adult Probation
- Public Defender

III. PERSONNEL

Staff occupies much of the space provided in a courthouse and, as with all office space, is an important factor in determining required space.

IV. BARRIER FREE ACCESS

The need to provide access for persons with disabilities often requires additional space to provide wheelchair access. The addition of ramps and space for turning has necessitated some additional space in courtrooms and other spaces such as restrooms and offices. The Americans with Disabilities Act govern requirements for barrier-free access in the courthouse.

V. SPACE STANDARDS AND GROSSING FACTORS

A major determinant of overall courthouse space is the space allocation standards used when designing a courthouse. Space allocation standards recommended in this document are based on best/current practice for court facilities using examples from recent courthouse construction in Virginia as well as from around the country. Many local jurisdictions also have their own space standards for general office design and construction which may be used for many of the general office spaces in the courthouse such as occur in the Commonwealth Attorney's Office and clerks' offices.

The following table lists the most common workspaces incorporated in most court facilities. Workspaces 1 to 3 are open or landscaped, while the remaining workspaces are enclosed offices or rooms. The areas noted for the majority of rooms are measured to the center point of the enclosing partitions. Net areas for landscaped workstations are measured to the outside face of enclosing screens.

Summary of Space Standards

Workspace	Area	Enclosure	Typical Applications
Home Base	36 ft^2	Open	'Home base' for staff who normally work away from their workstation. This includes volunteers and staff who might spend most of their workday in the courtroom or out of the building.
Workstation	48 ft^2	Open	Staff without regular need to consult others at their workstation and without special equipment needs.
Workstation	70 ft^2	Open	Staff at all levels, with regular need to consult one other person in workstation, and with additional work surface, reference storage and special equipment needs; or staff at all levels, with need to consult with two other persons in workstation, and additional storage/reference needs, but without special equipment needs.
Small Meeting/ Interview Room	90 ft^2	Enclosed	Space for up to four persons to have a short meeting with acoustical privacy but no storage needs. Also used as interview room or attorney client interview room.
Standard Office	100-120 ft^2	Enclosed	Personnel with role requiring space for regular meetings with up to two other persons, acoustical privacy, reference and file storage. Also can be used for day offices for visiting social service agencies such as CASA. Judicial Secretary, Investigator, law clerk.
Professional/Attorney Office	120-140 ft^2	Enclosed	Professionals such as assistant commonwealth attorney, public defender attorney, or probaiton officer. Requires acoustical privacy, reference and file storage.
Supervisor's Office	130-150 ft^2	Enclosed	Professional and management workspace with room for three visitors, acoustical privacy, reference and file storage.
Department Head Office	180-240 ft^2	Enclosed	Chief probation officer, District Court Clerk, J&DR Court Clerk
Judge's /Constitutional Officer's Office	300-380 ft^2	Enclosed	Judge workspace with room for five visitors and a washroom. Also used for Circuit Clerk and Commonwealth Attorney offices.
Jury Assembly	10-15 sq. ft per juror	Enclosed	Jury Assemble should hold 50 - 120 jurors. Courtroom may be used for jury assembly in small courthouses.
Jury Deliberation	265-400 ft^2	Enclosed	15-20 sq. ft. per juror plus space for toilets, coat room, and kitchenette, and vestibule. Should hold a minimum of 14 persons.
Grand Jury Room	265-400 ft^2	Enclosed	Accommodates witness, court reporter, prosecutor, and jurors. Jury deliberation room may be used.
Law Library	Variable	Enclosed	Depends upon size of collection. May be used as conference room.
Large Circuit Courtroom	2,000-2,200	Enclosed	If thre is only one Circuit Courtroom in the Courthouse it should be a large courtroom to accommodate a variety of proceedings.
Regular Circuit Coourtroom	1,400-1,600	Enclosed	Standard jury trial courtroom.
Large General District Courtroom	2,000-2,200	Enclosed	Used for traffic or other high volume functions. If there is only one General District Courtroom in the Courthouse it should be approx. 2,000 in order to handle all types of proceedings.
Standard General District Courtroom	1,200-1,400	Enclosed	Standard non-jury courtroom.
Large J&DR Courtroom	1,200-1,400	Enclosed	Limited spectator seating. Litigation area should accommodate several counsel tables.
Standard J&DR Courtroom	1,000-1,200	Enclosed	Limited spectator seating. Litigation area should accommodate several counsel tables.

A. Net Square Feet (NSF)

For the purposes of these guidelines, net square feet (NSF) is the amount of space required for a particular function, such as a single workstation or private office, exclusive of interior walls or circulation space around the functional area. The NSF is the assignable, or functional, space in the building. These facility guidelines include space standards that are described in net square feet (NSF).

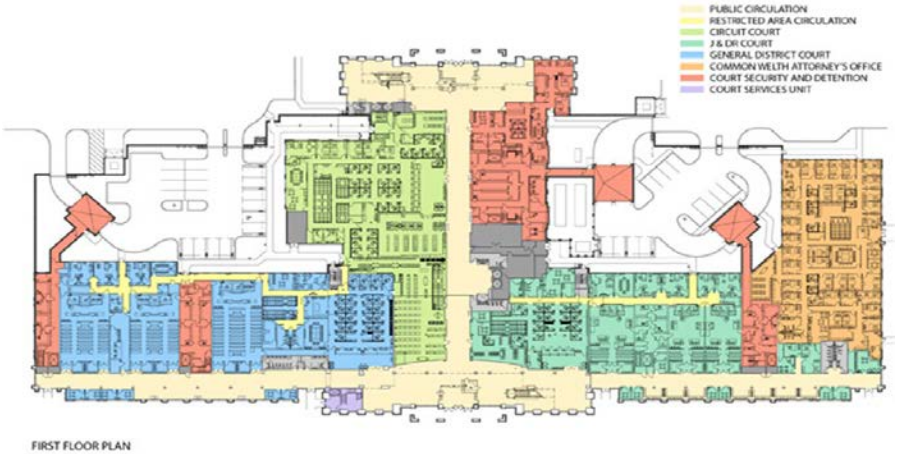
Net areas for open office shelving and file cabinets, including high-density filing and mechanical filing units include the required working area in front of the unit to allow the files and shelves to be accessed.

Net areas for reception counters and service counters include space to allow the staff to sit or stand behind the counter and for the public to stand in front of the counter.

B. Component Gross Square Feet (CGDF)

To make individual functional spaces work in conjunction with each other, such as a cluster of offices or workstations, a circulation/grossing factor is added to the NSF. The circulation factor adds space for interior walls and partitions, internal corridors, and circulation among functional components. This is the amount of area that is required for a department or component such as the clerk's office or Commonwealth Attorney's Office to function within the building. This is the Component Gross Square Feet and is calculated by multiplying the total NSF in a component by a factor that estimates the additional space needed for partitions, interior circulation, and structural members and columns. Depending upon the type of space the appropriate factors may vary from 1.2 to 1.5.

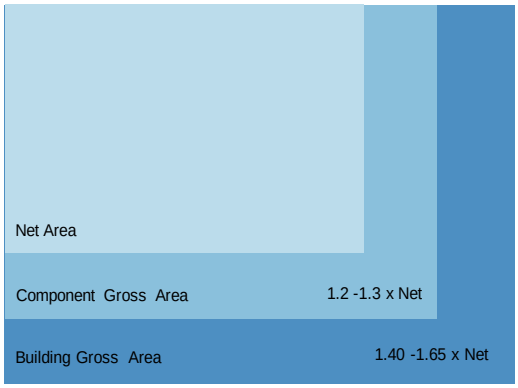
The CGSF needed in a courthouse is reasonably consistent with similar requirements in commercial office or government administration buildings except in highly specialized areas, such as courtrooms and prisoner holding facilities that require considerably more internal circulation.



City of Portsmouth Courthouse, Component Spaces

C. Building Gross Square Feet (BGSF)

To link various functional departments within a courthouse and to transport people among floors additional space has to be added to the CGSF. Basic core functions, beyond net assignable square feet, and beyond CGSF, are required in any building. For a courthouse, this includes major public corridors linking departments; private corridors linking courtrooms, judges' chambers, jury deliberation rooms, and other dedicated courtroom-support spaces; secure corridors linking courtrooms with prisoner detention facilities; public elevators and elevator lobbies; private and secure elevators; stairs; mechanical, electrical, and plumbing chases; public toilet facilities; and the exterior walls of the building. It is suggested that main lobby areas, bulk storage areas, and major mechanical systems are best treated as net assignable spaces in order to assure sufficient space.



Typical Courthouse Efficiency and Grossing Factors

Because courthouses have unique security and circulation requirements, more total space is needed to make individual departmental areas work than in an office building or other government buildings. Courthouses require additional private corridors and private and secure elevator cores. Because judicial facilities must handle large numbers of people with efficiency and a sense of decorum, main lobbies, elevator cores and elevator lobbies, and public corridors must be larger than in a typical office building. This additional space is referred to as building gross square feet (BGSF).

D. Net to Gross Ratios/Efficiency Factors

During the planning process it is necessary to estimate both the CGSF and the BGSF. Both can be estimated by multiplying the net area by a grossing factor. To arrive at an estimate of CGSF the net area is multiplied by a factor of 1.2 to 1.3. To arrive at a BGSF estimate the typical courthouse should have a net to gross ratio of 1.35 to 1.65. The NSF should be multiplied by a factor of 1.35 to 1.65 to estimate total BGSF. The average ratio among recent projects nationwide is about 1.50.

E. Ratio of Total Building Area to Total Number of Courtrooms

Another way to estimate total BGSF is to make use of the ratio of BGSF to the number of courtrooms. This might be done in order to obtain a rough order of magnitude estimate during the early planning discussions prior to the hiring of a cost consultant. An examination of recent court project nationally provided a range of 12,000 to 17,000 BGSF per courtroom. A critical factor in determining this ratio is

what is to be included in the courthouse. In Virginia, a courthouse that includes Juvenile Court Services and Community Corrections within the building will have a slightly higher BGSF/courtroom ratio than one that does not. Also, Virginia's courts on average operate with fewer staff, such as judicial secretaries/ assistants, law clerks, and other judicial support staff, than do many courts around the country, thus Virginia's courthouses are likely to have a lower BGSF to courtroom ratio on average than do courthouses in other areas of the country. For the purposes of early planning a good ratio for courts in Virginia is be between 13,000 and 16,000 BGSF per courtroom.

CHAPTER 6 - GENERAL BUILDING CONCEPTS

While many elements of a courthouse can be described as discrete units that combine to create individual areas of the building, other elements are pervasive and affect the ultimate utility of the facility. These guidelines address the pervasive elements first to emphasize their importance. The effects of elements such as location, circulation, and security are hard to quantify. Yet the successful integration of these elements into the building will be apparent to, and appreciated by, all users of the facility, while failure to do so will quickly be apparent.

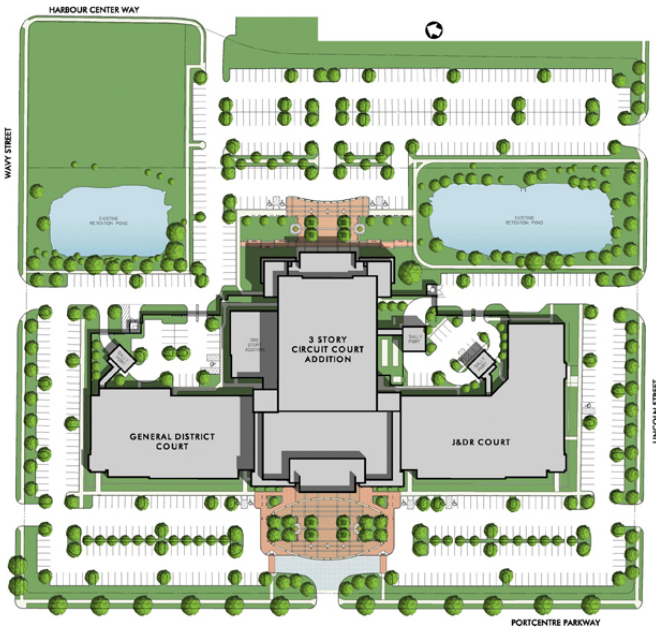
I. SITE PLANNING AND ACQUISITION

If new construction is the option chosen, information about the availability, suitability, and cost of alternative sites is necessary. A major consideration should be the impact that a move will have on the public and client populations. How accessible is the new location? Is public transportation available? Is there sufficient parking?

Another factor to be considered is the affect that a move will have on the movement of in-custody defendants and how transportation costs will be affected.

Among the criteria that usually need to be considered are,

- Ease of public access.
- Availability of public transportation and parking.
- Proximity to other government buildings and programs.
- Relationship to other services such as restaurants, office supplies, libraries, copy centers and attorney offices.
- Relationship to civic center.



City of Portsmouth Courthouse, Site Plan

- Impact on surrounding residential neighborhoods.
- Prominence of site.
- Availability and cost of site.

- Expansion potential.
- Site amenities.
- Physical constraints of the site.
- Site use restrictions.
- Prisoner accessibility.

Initial consideration of site acquisition should be kept "in house" to prevent land cost escalation. Public hearings on site selection, with publication of advance notice of the hearings, is advisable in order to obtain the views of various interest groups and to obviate subsequent opposition on the ground that conflicting interests were not taken into consideration in the site selection process.

A. Location

When planning a new courthouse, the site should be one that is easily reached by the general public, either by car or public transportation. It is desirable that it be in proximity to the main business district and any cluster of professional offices, particularly attorneys, and near other government offices with which the court interacts. While it is not essential that the courts be located near the jail, it is often desirable. Those courts that have direct access from the jail to the court experience fewer problems and reduced expense for transportation of prisoners. Where this is not possible, a special entry, or vehicular sally port, for prisoner transport vehicles is required.

Today many new courthouses are built on the perimeter of the community in which they were once located because of congested downtown locations and the scarcity of suitable building sites large enough to accommodate the new building's requirements.

It is rare to have everyone agree on an ideal location for the new court facility but deliberations should involve considerations for the public, business and professional communities and other government activities. Careful study of the past and projected growth of the locality and its demographics could prove useful in designating the best available site.

Whenever possible, all three courts (Circuit Court, General District Court, and Juvenile and Domestic Relations District Court) should be located in the same facility, or in facilities in close proximity to one another, as in a judicial or government complex or campus. The public perceives the courts as a whole, and looks to the courthouse as the logical place to go for matters relating to "court." When the Circuit, General District, and Juvenile and Domestic Relations District Courts are located in different parts of the community, it can be confusing to members of the public. It can also detract from the notion of a unified court system, particularly when there is a noticeable difference in the quality of the facilities housing the three courts.

B. Public and Pedestrian Access

Access to the courthouse should be both safe and convenient for everyone. Ideally it would be located where individuals have easy, inexpensive access to the building, where it is located on public transportation routes, within easy walking distance of major government and commercial buildings, and close to major public roads with plenty of parking. Unfortunately, this is not always possible. Small rural communities often do not have public transportation and in many of our larger urban centers walking to the courthouse is not possible unless you are in the immediate vicinity. Most people will arrive at the courthouse by car, so it is critical that the courthouse be located on a main thoroughfare and that there be plenty of accessible parking.

C. Parking

Adequate parking should be available near all court facilities, with special provisions made for judges, Constitutional Officers, and if possible jurors.

In addition to judges and staff, attorneys, litigants, family, friends, jurors, media personnel, and witnesses all come to the courthouse daily for trials, other court hearings, and to conduct business with the courts. In Virginia, land records bring title searchers, attorneys, and members of the public to the courthouse. Lack of adequate parking not only creates traffic problems, as people drive around looking for places to park, it can cause court delays when trial participants are late to court because they cannot find a place to park.

Judges and Constitutional Officers should be proved secure parking, preferably in an enclosed garage with direct access to the court's private circulation system. Judges should never be provided unsecured parking in the public parking area and judges' parking spaces should never be identified.

Determining the proper number of parking spaces is contingent on a number of factors, including:

- The number and type of courtrooms.
- The availability of and the expected use of public transit.
- The availability of carpooling and public transportation programs to reduce staff parking requirements.
- The number of employees.
- The average number of attorneys, visitors, witnesses, litigant, and jurors expected daily and their expected length of stay.
- Availability of existing parking within a three- to five-minute walk from the courthouse.

- The average number of official vehicles expected daily at the site.

Demand for parking spaces at court facilities is not well documented. Limited data from several recent court projects indicate a parking demand for all courthouse users, excluding judicial officers who are given secured parking, ranges from about 2 to 4 spaces per 1,000 gross building square feet. No single standard for courthouse parking exists: geographic location; number of and type of courtrooms; number of employees; proximity to downtown and public transit systems; availability of shared parking with other offices; and land uses all affect parking demand.

Handicapped-accessible parking spaces in the quantities required by code relative to the overall size of the parking lot must be provided. Accessible spaces should be located adjacent (or as close as possible) to the building's main entry.

A drop-off zone may be provided near the building's main entry. If provided it should be outside any defined security zone protected by bollards, berms, or other type of barrier.

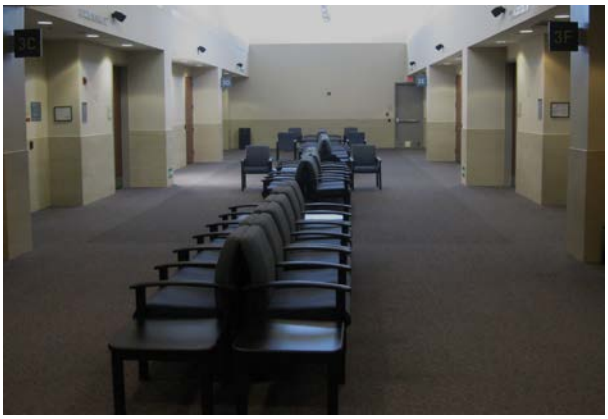
Provide a loading/delivery zone for delivery vehicles that do not need to use the loading dock, or where a loading dock is not provided.

II. ACCOMMODATING THE PUBLIC

Court facilities must include public waiting areas with access to pay telephones, drinking fountains, and restrooms, in or near courtrooms and offices where the public comes to conduct business.

A. Waiting Areas

Public waiting areas should be easily accessible from the public entrances. Seating areas should be provided, but should not obstruct traffic patterns. In addition to a lobby area near the main entrance, large hallways or special waiting rooms, with comfortable seating, in which visitors may wait and attorneys can meet with their clients, should be planned near courtrooms. In planning and furnishing these spaces consideration should be given to minimizing noise transmission from the waiting area to the courtroom. Because the aesthetics of the waiting area may have an effect on litigants and witnesses coming to court, care should be taken in selecting



Fairfax County Courthouse, Public Waiting Area

the colors and textures of wall coverings and furnishings. Public restrooms, pay telephones, and water fountains should be conveniently located in or near these areas. Basic first-aid services may be provided.

Waiting space needs vary with the type of court being served. General district courts with their large misdemeanor and traffic calendars will generally require more public waiting space than circuit courts. A public address system facilitates moving people from the waiting area to the courtrooms at the appropriate times. Juvenile and Domestic Relations District Courts also require larger waiting areas to accommodate persons waiting for their hearing. Unlike General District Court and Circuit Courts where persons generally wait for their hearing in the courtroom, J&DR Courts generally restrict seating in the courtroom to persons participating in the hearing while everyone else waits outside.

Circuit courts generally require less waiting area. Smaller hallways with seating areas may be appropriate. To be effective, waiting areas must be planned to accommodate the court's busiest days. Large numbers of people with no place to wait can create confusion in the courthouse and present a security and safety problem.

Offices such as the clerk's office should include open space to accommodate waiting lines and limited seating on the public side of the counter.

B. Food Service

Where food service is not available near the courthouse consideration should be given to providing some type of food service in the courthouse. Depending on the court's size and level of activity, this need may be addressed by vending machines, a snack bar, or a cafeteria. For courts situated in a government complex, a central cafeteria may be available which would serve the courts' needs.

City of Portsmouth Courthouse, Vending Area

C. Public Information and Signage

In large busy courthouses, a staffed information desk may be considered. If included, it should be located in a highly visible area near the main entrance just inside the security perimeter and clearly identified. Interactive touch screen displays that can provide directional as well as other building or case information can be located in the lobby or elsewhere in the building.

Good signage answers questions before they are asked and promotes good will with the public. It also eliminates the need to ask for directions or instructions from court staff that are busy working. There are many signage styles available, and several should be considered prior to selection.

Facility planners should try to insure continuity of the signage supplier since internal changes are inevitable – and using the same type for new signs is desirable. Hand lettered signs should be avoided except as a very temporary measure.

1. Case Information and Dockets

   In the main lobby and outside each courtroom should be an area where daily dockets can be displayed. In the past this was in the form of typed or printed sheets providing the defendant name, case number, time, and courtroom. Most new court facilities are making use of automated video docket display systems. These require power and data jacks positioned on the wall usually at a height of about seven to eight feet from the floor. Also required are mounting brackets to hold the video panels.

Colonial Heights Courthouse, Video Docket in Lobby

2. Building Directions and Directory

   Prominent directional and informational signs should be used in the courthouse. Signs directing the public within a court facility should complement the interior decor of the facility and should be designed to be uniform and professional in appearance. Such signs should be located in the lobby and on each floor of the courthouse.

   There should be a building directory and a building schematic diagram located at the main public entrance that lists all offices in the building. Among the other types of signs that should be installed are: office names; room numbers; officials' names and titles; counter signs such as criminal or civil; restricted access; warnings; directional signs with arrows; special handicap facilities; quiet zones; and brief procedural guidelines (i.e. "order and pay for photocopies here").

3. Limited English Proficiency

   There should be clearly displayed signage as soon as one enters a courthouse to indicate the availability of free language access services. It is desirable for this message to appear in English and also in any language for which there are at least

1000 individuals served by the courthouse within a one year period (to the degree that each language possesses a written component).

Additional signage is useful for those with limited English proficiency (LEP). In particular, this material may be functional rather than tied to specific court terminology. So, rather than identifying a "Docket," a sign may be more useful for someone with LEP if it were to send the message, "Verify case information here." All signs should be reviewed for accuracy on a regular basis as offices and functions may shift locations within a courthouse, and the signs should contain the English equivalent in addition to its translation. In no event should signs be updated in English, without its translated equivalent being updated as well. Courts should especially consider multilingual signs to identify important locations for post-court obligations (i.e. fine paying station). Signs can and should rely on images whenever possible, given the fact that any individual without visual impairment can understand them, regardless of language proficiency. Many courts currently use such image signs to specify items that are forbidden within a court building, to advertise the existence of a non-smoking policy, and to identify the locations of male and female restrooms.

III. PLANNING FOR EXTENDED HOURS ACCESS

There is often a need for after-hours access to some parts of the building. The Commonwealth's Attorney's Office often needs to work after-hours and on weekends. If Juvenile Court Services and Community Corrections are in the courthouse, they too may desire after-hours access to meet with clients and provide special programs. The Magistrates, if in the courthouse, require 24-hour access seven days a week.

The layout of the courthouse should facilitate public and staff after-hours access to these areas while still maintaining overall building security. After hours use by one component must not jeopardize the security of other components in the building.

IV. PLANNING FOR ACOUSTICS

Careful consideration must be given to the choice of textures and materials used for carpets, screens, and wall coverings. Normal privacy between open-office workstations can be provided through use of high sound absorptive ceilings, moderately high screens, and sufficient ambient sound (either through general sounds in the office, or through use of an electronic sound masking system).

Areas of the courthouse that require special acoustic consideration include jury deliberation rooms, judicial chambers, attorney / client interview rooms, probation offices, and attorney offices, as well as the prisoner holding areas and cells. Courtrooms have slightly difference acoustic requirements to assist all the participants to hear clearly. For this reason it is important to eliminate outside noises from being heard in the courtroom. This include outside street noises, conversations and noise from the corridors, and especially noise generated from within the court floor holding cells.

V. PLANNING FOR LIGHTING

Special mention is made of lighting requirements in areas where video display terminals (VDTs) are in use. Where VDTs are being used, light intensity and contrast between room surfaces must be reduced. This becomes more difficult in courtrooms where there is a need for clear observation and recognition of facial features and expressions and court exhibits. As a general rule, where VDTs are in use, illumination levels must be generally lower to ensure user comfort; display screens should be capable of being tilted and rotated; the top of the screen should be lower than the eyes of the user; and illumination levels ranging from 20-50 foot candles should be provided on horizontal work surfaces. In general, a moderate level of general illumination combined with high performance task lighting should be used throughout the buildings.

Courtroom lighting has traditionally been designed to provide general illumination (30 FC) throughout the room and higher illumination levels (70 FC) in the litigation well. With the use of VDTs at the judge's bench, clerk's workstation, jury box, witness stand, and attorney tables, workstations should be provided specific lighting and individual lighting controls.

Workstation Lighting

At the workstations, individual lighting requirements should be met through the use of individual control of the light sources illuminating the respective work areas, and through the use of localized task lighting.

Screen clarity and office lighting affect worker well-being when using a VDT.

- Glare from outside light sources creates eye strain.
- The VDT should be positioned at a 90 degree angle to strong light sources such as windows or bright lights.
- The screen angle should be adjusted to reduce glare if needed.
- Screen filters may be needed to reduce glare if other methods fail.
- The screen should have adequate character resolution and luminance.
- Displays that have a perceptible "flitter" should be avoided.
- Avoid intense light sources in the peripheral field of vision if possible.

VI. BUILDING CODES

All applicable state and local building and health and safety codes must be followed in the construction or renovation of court facilities. Building codes address quality of construction and safety of people. In the safety area, fire protection is the most critical because of the

swift and devastating effect of the by-products of combustion. Fire protection starts with prevention and then addresses early detection for evacuation or quick suppression and finally fast response by fire fighters.

VII. PLANNING FOR ERGONOMIC DESIGN

People whose occupations involve spending prolonged periods of time at a computer workstation are subjected to stresses that may lead to painful, debilitating conditions. Ergonomic standards in the workplace promote worker productivity, safety and health. For this reason, all workstations whether located in offices, courtrooms, or other areas of the courthouse should be designed to meet basic ergonomic design requirements, such as those specified in ANSI/HFES 100-2007, Human Factors Engineering of Computer Workstations.

Office and furniture design should consider a wide range of ergonomic issues, including the type of seating, the location and placement of the keyboard, mouse or other input devices, the location and placement of the video display terminal (VDT), and lighting. Adjustable chairs and desks, well-designed keyboards, and proper lighting all contribute to the reduction of physical stresses.

- Workstations (including built-in counter workstations) should provide appropriate clearances for knees; clearances to undersides of fixed work surfaces; clearances for adjustable height work surfaces; and ADA accessibility.
- Hand controls, drawer pulls, handles, knobs, etc. should provide adequate space for hands and fingers.
- Frequently used hand controls should be within easy reach and be in the operator's primary reach zone.
- Storage units should be designed with closures that minimally intrude into work activity and circulation zones.

A. Workstation Seating

- Seating should be designed to meet ANSI/HFS 100-2007.
- The chair should accommodate a variety of seated postures.
- The angle between the seat pan and backrest should be adjustable:
- Chairs should provide a five blade base with swivel caster.
- Chairs should have an adjustable seat height so that thighs are nearly horizontal and feet can rest flat and comfortably on the floor.
- There should be a footrest if feet are unable to rest comfortably on the floor.

- There should be an angle of 60 to 100 degrees between the upper and lower legs, when feet are flat on the floor or on a foot support.
- The chair should permit an angle of not less than 90 degrees, with 100 degrees as preferable, between the seat pan and seat back.
- An adjustable backrest should provide support for the curvature in the lower back.

B. Posture and Location of VDT

- Elbows should be kept close to the sides of the body to reduces upper back and shoulder muscle tension.
- A 90 degree angle should be maintained between the upper and lower arm. This is considered "neutral," although any position between 70 and 135 degrees is acceptable.
- The wrist and forearm should be held in a straight line with the forearm should be roughly parallel to the floor to reduce tendon and nerve stress.
- Wrists should be supported near the keyboard by a wrist support to help provide a neutral (straight) arm/wrist position.
- The keyboard should slope between 0 and 25 degrees.
- The head should be up, with the VDT about 48 to 25 inches from the eyes. The minimum acceptable eye-to-screen distance is 12 inches.
- The VDT display should be located at a comfortable viewing angle and distance. Current research suggests that the entire display should be slightly below (about 20 degrees below the horizon) the horizontal line of sight.

CHAPTER 7 - PLANNING FOR TECHNOLOGY

I. RESPONDING TO CHANGING TECHNOLOGY

The past decade has seen dramatic changes in the work and organization of courts, and in the technology and equipment needed to support that work. The use of technologies such as video conferencing and the internet is changing how courts conduct business. Changes in video and telecommunications technology make it possible to conduct trials without having to bring the witnesses, jurors, and judge together in one room. The day may come when video testimony replaces the appearance of witnesses at the courthouse. Even jurors could participate from their homes and offices, perhaps by viewing an edited video record rather than the live proceedings. A video trial could be cheaper, safer, less time-consuming, and easier to schedule; make more efficient use of judges' and attorneys' time; reduce pressures on courtroom facilities and be more considerate of and more convenient for victims and witnesses[1]. While this vision of the future may not be realized, even today recorded depositions may be entered as evidence in some cases, children may offer testimony via remote closed-circuit television in certain stressful situations, and judges conduct arraignments and hold preliminary hearings by remote video hookups.

In order to make the most use of these technologies, court facilities will need to be designed to support:

- Communication and data networks (LANS, WANS, and wireless networks) that permit independence and data exchange. This means that the infrastructure should be designed to serve multiple computer platforms in the building‘s backbone[2].
- Distributed computing among courts and court-related agencies; including desk-based legal research, videoconferencing, E-mail, automated case management systems, document imaging, and records and document storage systems.
- Multimedia systems including interactive video technology for arraignments and other non-dispositive hearings, evidence presentation and display, court interpreting, intake interviews, initial appearances and probable cause hearings, and staff training.
- Remote electronic access to court systems, for case/document filing, fine payment, and public information from remote sites (including law offices, motor vehicles offices, or satellite court facilities, other public offices).
- Assistive Listening devices, TDD (Telecommunication Device for the Deaf) service to public, and other assistive devices in courtrooms, offices and court-support areas (jury assembly, hearing rooms, etc.).

[1] *Virginia Futures Report*
[2] The backbones is that part of the building that supporters the main building systems, such as electrical and power, HVAC, plumbing, etc.

The interface of the following systems through the use of communication protocols over connected wiring and cabling systems:

- Generator or standby power systems
- Un-interruptible power supply
- Emergency lighting
- Lighting control systems
- PBX or telecommunication systems
- Office automation
- Management Information Systems
- Energy Management Systems (EMS)
- Temperature Monitoring Systems (TMS)
- Control systems on packaged equipment, including chillers, boilers, computer room HVAC, kitchen equipment, laboratory equipment, etc.
- Fire Management (Life Safety) Systems, including detection and smoke control devices
- Security Management Systems and Access Control Systems
- Maintenance Management Systems
- Miscellaneous Building Systems
- Elevator Control Systems

Continued improvements in office and office-related technologies can be expected to improve individual worker productivity, improve communications, reduce movement between and within offices, reduce physical use of paper and physical storage needs, and create a host of other changes in court operations, and public and individual work spaces.

Less quantifiable, but equally important, changes can be expected as the severing of physical ties allows managers to consider new operational methods and “teaming” arrangements, and allows workers more freedom of movement. This translates to a need for flexibility in office areas to accommodate potential changes in court operations and staffing needs.

A. Automated Case Management

The future of case management systems will include the integration of the electronic case file with imaged information, word processing and other functions performed by computers. Attorneys may file pleadings from their offices; signed documents may be disseminated electronically without physically routing the documents to the judge and other participants; fines, fees, and other payments can be made using electronic commerce and appeals may be made with electronic transfer of trial court records.

One of the most important physical limitations on court facility planning has been the need to maintain a close spatial relationship between the physical case file and those who need to use it (judges, clerks, or the public/attorneys). With automated case management systems, physical adjacencies is less important permitting courtrooms

and chambers to be located in different buildings from the clerk's office, while providing remote access to all case records.

Future clerks may function more like a data processing center or reference library. Many, perhaps most, inquiries may be handled over the Internet with fewer attorneys coming to the office. Only litigants and pro se individuals may need to come into the clerk's office to make inquiries. Other offices, such as probation or the Commonwealth Attorney, will be able to do so much quicker and easier from their offices, or from their laptop, tablet, or smart device.

The long-term future will see the elimination of large record rooms and record storage vaults as more information is automated, imaged, stored and made available electronically. The need for imaging equipment workstations, public access stations, or work carrels will increase, but these spaces may be located anywhere, even outside of the courthouse.

B. Videoconferencing

Video conferencing is changing the interactions among litigants/defendants and the court. The use of video conferencing for arraignments and other types of preliminary hearings means fewer prisoners being brought to the courtroom. This will reduce the prisoner traffic in the courthouse and may mean smaller holding facilities.

Videoconferencing has also become prevalent among court interpreters and magistrates and will become commonplace in other areas, such as the clerks' offices, Commonwealth Attorneys, public defenders, probation officers, social workers, and others who need to interview and make visual assessments of persons with whom they are speaking, or who need to travel a lot in their investigations.

Videoconferencing will reduce the number of face-to-face meetings, thus reducing the amount of time in transit and increase the amount of productive time in the office. The use of video conferencing frees people from the need of physical adjacency and permits greater flexibility in the organization of the courthouse.

C. Evidence Presentation

The challenge with the inclusion of evidence presentation systems in the courtroom has been to make it appear unobtrusive. This means raised floors for cabling and wires, built-in equipment and flat panel video display monitors at multiple locations so that they do not block peoples' view, and careful

Courtroom Electronic Evidence Display System
Fairfax County Courthouse

consideration regarding the location of cameras, display monitors, and other equipment so that it is usable without interfering with movement and sight.

Evidence Display Monitor Located at Jury Box
Fairfax County Courthouse

With video cameras and individual display monitors everyone has a "front row seat". Jurors can clearly see and hear the witness even if located on the far side of the courtroom. Sight lines and distance become less important as long as there still remains a semblance of visual contact.

Equipment must be located where it supports the trial activities without disrupting normal functions of the court and the individual work areas in the courtroom.

The following are some of the possible design features that may be required to accommodate and facilitate seamless court technology.

- Raised floors to permit wiring and re-wiring;
- Built-in video monitors for jurors, the judge, witness, court staff, and attorneys;
- Built-in computer workstations for judge and clerks;
- Equipment/AV rooms to house servers, AV and computer equipment that do not need to be in the courtroom; and
- Larger clerk's station with storage space to accommodate computer, scanner, printer, and other equipment.

D. Electronic Access

The use of remote electronic access to the courts has been growing steadily as a way of increasing efficiency and improving public service. Attorneys can file documents electronically, documents can be distributed electronically, parties in a case can look up court calendars and the status of a case and people can pay fines over the internet and download court forms.

Court staff will be able to work from any location in the courthouse and even outside. They will carry their office with them in the form of tablet computers with built in Wi-Fi. This will be important for prosecutors and public defenders that need to be in and out of court all day, but may not be able to get back to their "office." The same

may be true for probation officers and other court service staff, or social workers, who need to come to court.

Just as with electronic filing and other technologies, the biggest impact will be on the need for people to come to the courthouse. With the exception of those who do not have access to computers and persons who are ordered to appear in court, or wish to observe court, people will no longer need to come to the courthouse to conduct routine business. The reduction in the number of persons having to come to the courthouse also will relieve pressures on parking and mean that much less public circulation may be required in future courthouses.

E. Imaging and Workflow

Over 80 courts in Virginia now have document imaging systems and are beginning to scan criminal case documents. As this trend accelerates, the need for large court record rooms and record storage vaults will diminish as more information is automated, imaged, stored, and made available electronically. The space needed for imaging equipment and workstations, public access terminals and work carrels or other public access workstations, may increase. But, these spaces may be located outside the courthouse in the form public accessible workstations such as might be found in the public library, thus reducing the number of people that need to come to the courthouse to conduct their business.

Considerable savings in space can occur in clerk's records areas as the result of replacing lien books, order books, judgment books, and even case files with imaged documents stored electronically. The greatest impact on court operations and courthouse design, however, will be the result of the ability to conduct court from any location and have immediate access to court case files by phone or data line. Adjacency needs of the courts and support offices will change as work can be done without being physically close to the case files.

II. GENERAL DESIGN CONSIDERATIONS FOR TECHNOLOGY

The responsibility for providing the technology equipment in the courthouse is split between the Virginia Supreme Court and the local governing body. The Virginia Supreme Court provides all of the computer equipment for the judges and clerks, including the judge's bench and clerk's workstation in the courtrooms. In general the county/city is responsible for everything else, including the Commonwealth Attorney Office and any video equipment or electronics at the jury box and the attorney tables. The local government also provides the wiring/cabling to OES specifications. This currently requires CAT 6 wiring to every jack in the building.

As a general rule, judges will use laptop computers in chambers but require a desktop computer and two video display monitors at the bench[3]. One display is for viewing documents and case information on the computer and the other is dedicated for viewing the evidence display system.

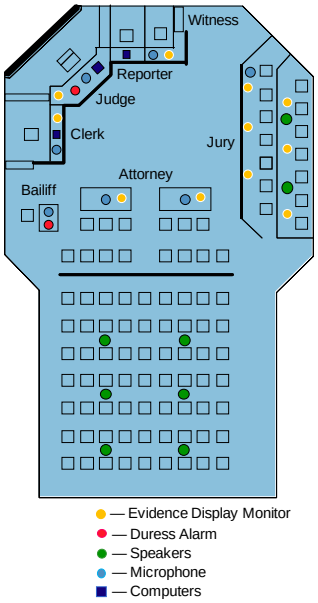
The designer shall coordinate the requirements and configuration of the utility supply connections and technology design requirements with the Office of the Executive Secretary and the utility service providers to determine service criteria. In order for the office to have sufficient time to review the design, this should be done before the completion of 60% architectural documents. Telephone and data lines should be provided underground to the building's main terminal connection point. The building should have conduits for telecommunication and data transmission systems to all current and future identified workstations. The same applies to electrical supply.


Raised Access Floor System

It should be assumed that the courts and other building tenants will each have their own computer system with personal computers (PCs) connected via Local Area Network (LAN) or Wide Area Network (WAN), with internet access. It should also be assumed that wireless networks will rapidly become the standard in many areas of the courthouse. Separate data server rooms may be required for the courts, Sheriff, Commonwealth Attorney, and other agencies in the building.

A. Future Implementation of Technology

The most critical consideration in planning for the future implementation of technology is to ensure that there is sufficient flexibility to permit the easy upgrade of current systems in the future. This means that the courthouse should be designed to make it as simple as possible to handle general expansion of systems as well as frequent changes and upgrades to existing systems. Telecommunications and data connections should be considered in light of the relatively short life of today's systems. Raceways for voice, data, and power cabling/wiring should be designed to provide the greatest amount of future



Courtroom Electronics Transfer
Courtesy of HOK

[3] The second display monitor is for viewing evidence. If an electronic evidence display system in not going to be installed in the courtroom(s) the second monitor is not needed. However, wiring and cabling should be installed to allow for future installation.

flexibility for hookups to all areas of the courthouse, and the ability to add and replace wiring and cabling in the future as new technologies are installed.

B. Floor Systems

The rapid pace of technological improvements requires the upgrade and addition of new equipment at ever more frequent intervals. Additionally, the continued transition from centralized data processing to distributed processing, and the use of local and wide area networks means continual changes to equipment locations and wiring. With these changes in technology, come changes to office workflows and processes in courts and court-related offices, which mean movement and changes to office workstations and equipment. In order to avoid obsolescence, it is essential to maintain flexibility in the building's capacity and ability to change in response to these needs. One means of achieving this flexibility is through the use of access flooring. Consideration may be given to their use in open-office environments and courtrooms.

C. Workstations

It should be assumed that every workstation, or office, in the courthouse will require a computer workstation with video display monitor, a printer, and document scanner. Many workstations will require dual monitors. Other devices that may need to be accommodated include phone chargers, battery chargers, and computer tablets.

Additional computer workstations will include the public counters in the clerks' offices and Circuit Clerk's records room. Counter workstations should have the capability of including a document scanner and printer. Generally it should be assumed that each workstation will require at least two data and one voice line (3 CAT 6 lines), and a minimum of two quadriplex electrical outlets. Specialized workstations may require additional electrical outlets. Because of the heat generated by electrical equipment, steps should be taken to ensure that equipment is cooled. Plans should include room for considerable growth in electrical demand.

D. Video Conferencing

Design of courtroom workstations, office spaces, and conference and meeting rooms should anticipate use of video conferencing for communications in the future. All courtrooms, judicial chambers, and judicial conference rooms should have access to video conferencing equipment for the purposes of viewing remote witness testimony, including expert and child witnesses, as well as the ability to conduct remote hearings and interviews.

E. Video Cameras in the Courtrooms

All courtrooms should have security cameras installed that terminate at the Sheriff's security control center. Security cameras should have the ability to record events within the courtroom.

Another use of video cameras is to view the proceedings from a remote location. In situations where the press and media are permitted to broadcast live images of court proceedings, the court may want to give consideration to equipping several courtrooms with video cameras for this purpose. The advantage to the court of installing its own equipment is that it avoids the necessity of setting up portable cameras within the confines of the courtroom. It also provides the court with greater control over their use and in the images broadcast.

If installed, cameras should be located to view the judge and witness, the attorney tables, and public gallery. Cameras should not show the jurors at any point in the proceedings. All controls for such video cameras should be located at the clerk's workstation and the judge should have a switch with which to turn off the cameras at any point.

F. Sound Reinforcement Systems

Courtrooms over 1,000 SF need audio amplification to permit the judge, jurors, litigants, and public spectators to hear clearly and understand the participants. Instead of hard surfaces in the courtrooms, soft acoustic surfaces should be installed whenever audio enhancement systems are installed.

Microphones should be located at the bench, clerk's workstation, witness stand, lectern, jury box (where present), and attorney tables. Controls should be located at the clerk's station.

Sound reinforcement systems consist of microphones, electronic mixers, signal processors, amplifiers and speakers. The sound system should be designed to operate automatically with automatic mixers controlling microphones (turning on microphones which are being spoken into). Microphone switches should be provided at each microphone, which will function as Off-Auto. Automatic volume controllers should be used to help compensate for variations in voice levels and microphone distances.

Systems also should be provided with electronics equalization to compensate for the acoustic properties of the finished courtrooms, speakers, and microphones. The master controls should be located at the clerk's station, or judge's bench, and should include a power switch, master volume control, and override controls.

G. Assistive Listening Systems

Permanently installed assistive listening systems should be provided in courtrooms, hearing rooms, jury deliberation rooms, and jury assembly or orientation rooms. Fifty percent, but not less than one of each type of courtroom, is to have a permanently installed assistive listening system. Additionally, 50% but not less than one of each of the following types of spaces is to have a permanently installed assistive listening system: hearing rooms, jury deliberation rooms, and jury assembly or orientation

rooms. The minimum number of receivers shall be four percent of the room's occupant load, but not less than two receivers.

Because it is not always possible to change courtrooms or jury deliberation rooms if someone requires an assistive listening device, consideration should be given to installing such equipment in all courtrooms and jury deliberation rooms.

H. Public Address System

Each courthouse should be equipped with a public address system reaching all public areas of the courthouse. Especially in large courthouses, it is possible that a paging system may be needed to locate parties. When court schedules fall behind or move ahead more rapidly than anticipated, the court may benefit from a means of paging parties throughout the courthouse. Such systems should not operate in courtrooms or office areas.

I. Acoustics

The growing use of hands-free telephones and advances in voice recognition systems and their integration into office workstations increases the importance of acoustics in the design of all work spaces. Design of courtroom workstations, offices, counter positions and public reception area positions require good sound clarity where teleconferencing or video conferencing is likely to be used.

Careful consideration must be given to the choice of textures and materials used for carpets, screens, and wall coverings. Ceilings, floors, and all furniture and workstation construction require high levels of sound absorption. Normal privacy between open-office workstations can be provided through use of high sound absorptive ceilings, moderately high screens, and sufficient ambient sound (either through general sounds in the office, or through use of an electronic sound masking system). Confidential privacy in open-office areas is very difficult to achieve and requires use of tall screens and highly absorptive ceilings and floors.

J. Lighting

Where video display terminals are being used, lighting intensity and contrast between room surfaces must be reduced. This becomes more difficult in courtrooms where there is a need for clear observation and recognition of facial features and expressions, and court exhibits. As a general rule, where VDTs are in use, illumination levels should be generally lower to ensure user comfort; display screens should be capable of being tilted and rotated; the top of the screen should be lower than the eyes of the user; and illumination levels ranging from 20-50 foot candles should be provided on horizontal work surfaces. In general, a moderate level of general illumination combined with high performance task lighting should be used throughout the buildings.

Courtroom lighting has traditionally been designed to provide general illumination (30 FC) throughout the room and higher illumination levels (70 FC) in the litigation well. With the use of VDTs at the judge's bench, clerk's workstation, and attorney tables, workstations should be provided specific lighting and individual lighting controls.

At the workstations, individual lighting requirements should be met through the use of individual control of the halogen lamp sources illuminating the respective work areas, and through the use of localized task lighting.

III. ELECTRICAL POWER AND ELECTRICAL CLOSETS

The building's vertical power distribution system should be designed for easy change and modification through vertical stacking of electrical closets and provision of simplified modular connections to horizontal distribution systems. A minimum of two electrical closets per floor should be provided.

A. Emergency and Standby Power Systems

The need for and capacity of the emergency power system should be carefully evaluated, based on the building size, location, and usage. The purpose of an emergency power system is to: comply with code requirements; provide safe evacuation of the court building; and to allow for the orderly shutdown of building systems. The fuel storage capacity should be based on the minimum requirements to provide life safety and egress lighting.

Each project should undergo and document an evaluation process to document the specific need for emergency and standby power.

B. Uninterruptible Power System (UPS)

UPS should be small, localized, rack-mounted units to serve individual racks or equipment. In a larger facility, one or more centralized UPS may be appropriate. During the project Schematic Phase, a review should be made of the projected UPS loads along with their locations and supporting functions in order to determine the optimal UPS system solution for the facility. In the study, the confirmation of the required battery backup time should be confirmed, taking into consideration outage scenarios and the availability of onsite generators. UPS for the data processing equipment should include rectifier/battery charger, solid-state inverter, static bypass transfer switch; maintenance-free batteries sized for 15 minutes, and synchronized circuitry. External maintenance bypass switches should be provided.

IV. TELECOMMUNICATIONS

The functions provided by traditional telephone systems are becoming part of the services provided by computers through the data server rooms. Voice over IP (VoIP) phone

technology is growing rapidly as is video transmission over the IP-data networks. Shortly, VoIP may replace the traditional phone systems in most new buildings.
The telephone system should provide one telephone line per workstation in office areas and telephone lines in the courtroom to the judge's bench, clerk's workstation, attorney tables, and bailiff's station. Telephones located at any of these locations in the courtroom should be equipped with lighted rather than acoustic ring. A telephone should also be located in the prisoner holding areas.

Public phones should be provided in the lobby. While the advent of mobile phones has generally caused the disappearance of the public telephone, many courts prohibit such phones from the courthouse and provision should be made for the availability of public pay phones in the lobby or other public location.

Telephone jacks should be available in all waiting areas, such as police waiting rooms, attorney/client conference rooms, witness waiting rooms, and police waiting areas. (Phones may not be installed in all cases, but provided as needed.)

V. BUILDING BACKBONE

The courthouse should be designed with a service entrance or main data room (MDR) for voice/data/AV communication systems. This room should be planned to terminate wiring and to house building electronics and cabling systems. The building should be designed with a fiber optic backbone with riser facilities formed by stacking communications/data rooms, and providing sleeves/slots through the floors. The backbone/riser facility should extend from the service entrance room to the floor IDR rooms, and provide a pathway for intra-building cable and for communication system ground.

VI. SERVICE ENTRY ROOM

A combined telecommunications and data entry room is needed to serve the entire building. This is the main entry location for all communications, data lines, and service provided termination components into the building and should be the main connections for all telecommunications equipment, video conferencing systems, and network servers for all offices in the building. From here, telecommunication and data lines go to the building's main data room.


Communications Room Cable Trays
Fairfax County Courthouse

The placement of the entrance facility will depend on the location of service provider networks, overall building size, the location of the electrical power entrance, and location of other building communications rooms. Whenever possible, co-locate the entrance facility within the main distribution facility to minimize the need to develop a separate, dedicated space.

It should be planned to terminate wiring for the public switched network and to house building-level electronics and cross-connected inter- and intra-building cabling systems, using wiring distribution frames/backboards, protective blocks and other equipment required by the telephone and cable utilities.

The entry room should be equipped with proper lighting for maintenance and access. The equipment should be installed in a manner that provides sufficient access to the back of equipment panels. Access also must be made available to the file server and telecommunication devices for installation, upgrades, and maintenance of equipment.

All equipment should be protected from power surges and brown outs with the installation of power conditioning equipment and an uninterruptible power supply (UPS).

The entry room should be approximately 300 square feet and planned to support logical expansion in place, or accommodate future equipment and entrance conduits for future expansion. It should be located at ground level on a perimeter wall adjacent to the local telephone company access. It should not be located in an area where flooding may occur.

The room should be safe, secure, and dust free and protected by full-height fire walls of at least two-hour rating with no windows and no false ceilings. Ceilings should be waterproofed.

It should be positively pressured to prevent dust infiltration. An ambient air temperature of 72 degrees F and 45% relative humidity should be maintained. A backup system to control room temperature and relative humidity is required and must be on the emergency power panel.

Computer Server and Communications Room,
Fairfax County Courthouse

VII. MAIN DATA ROOMS (MDR)

A separate telecommunications and data room needs to be provided to serve the courts, clerks, and all other offices located in the building. The room should contain all of the buildings and court's communications and data equipment. If the court and other offices have separate computer networks the room will need to be partitioned for the different servers.

The room must be equipped with a secure cipher lock, card reader, or keypad to limit access to authorized persons.

Temperature and humidity control is essential. It should be positively pressured to prevent dust infiltration. A/C units should be on emergency generated power and should be

independent from the building air. For security and temperature reasons the room should be located away from outside windows and doors.

The data room should be equipped with proper fire extinguisher devices and smoke detectors.

Floors must be leveled and be free of excessive vibration. Data rooms are usually unfinished with exposed concrete block walls, sealed concrete floors, and not finished ceiling. Carpeting should not be used. Smooth tiles with raised access flooring may be provided.

All equipment should be protected from power surges and brown outs with the installation of power conditioning equipment and an uninterruptible power supply (UPS).

The electrical feed should be isolated, including neutral and ground, from the rest of the building's electrical system.

Cable runs should not be placed in areas where high electromagnetic field strength exists.

VIII. INDIVIDUAL DATA ROOM (IDR)

At least one IDR should be provided on each floor (two for larger floors) to house floor-level electronics and cross-connect the building backbone to horizontal building wiring. Closets should be positioned so that the maximum cable length from the closet to the termination point is 90 meters.


Dedicated Courtroom AV Closet,
Fairfax County Courthouse

Rooms should be stacked vertically (common walls) and be pathway interconnected between floors.

Rooms should be positioned so that it is possible to gain access without disrupting normal office work and sized to allow an engineer to work within the room and provide front and back access to the cabinets with space for additional wall mounted data patching frames.

The room must be equipped with a secure cipher lock, card reader, or keypad to limit access to authorized persons.

Temperature and humidity control is essential. It should be positively pressured to prevent dust infiltration. A/C units should be on emergency generated power and should be

independent from the building air. For security and temperature reasons the room should be located away from outside windows and doors.

The room should be equipped with proper fire extinguisher devices and smoke detectors. Floors must be leveled and be free of excessive vibration. Data rooms are usually unfinished with exposed concrete block walls, sealed concrete floors, and not finished ceiling. Carpeting should not be used.

All equipment should be protected from power surges and brown outs with the installation of power conditioning equipment and an uninterruptible power supply (UPS).
The electrical feed should be isolated, including neutral and ground, from the rest of the building's electrical system.

Cable runs should not be placed in areas where high electromagnetic field strength exists. Access flooring may be used to accommodate the cables entering from the riser, connecting to the frames and accessing the secondary distribution system.

Telecommunications pathways, or conduit, should not be located in elevator shafts. Rooms should have waterproof ceilings and no windows, HVAC ducting and pipe work should be kept out of the telecommunications risers.

IX. DEDICATED AV CABINETS/CLOSETS

With the advent of electronic evidence display systems being used in many new courthouses, consideration should be given to providing a space associated with each courtroom for multiple audiovisual racks. This may be an AV cabinet located within the courtroom or a closet that is accessible from the courtroom depending upon the amount of equipment required. In either case, attention must be given to providing the proper ventilation and cooling.

X. LOBBY TECHNOLOGIES

The lobby of the courthouse should contain a building directory and diagrams of the floor plan to assist in guiding visitors to the proper location. A bulletin board should be provided for the posting of public information such as daily court dockets. Provision also should be made for the installation of electronic directories and electronic docketing systems, using overhead-mounted video monitors in public areas, to display court cases being heard in each courtroom. Additional docket display locations may be located on individual court floors. Locations should be determined now and wiring provided for future installation if systems are not to be installed immediately. The courts also may want to consider touch screen displays, or kiosks, to provide individualized directions and case information[4].

[4] Caution should be exercised because kiosks and touch screen systems are limited to one user at a time and should be used only for specialized information.

Summary of Technology Requirements

LOCATION	EQUIPMENT	ELECTRICAL, DATA, AUDIO, COMMUNICATIONS DISTRIBUTION	LIGHTING
Bench	· Concealed, silent, supervised duress alarm. · Desktop computer with silent keyboard and flat panel video display. · Notebook computer. · Separate built-in flat panel video display monitor for evidence display. · Microphone connected to a mixer and amplifier controlled by the judge or clerk.	· A minimum of two flush-mounted quadriplex electrical outlets. · One dedicated computer power receptacle. · Two data jacks and two audio jacks. · One phone jack.	· Normal room lighting augmented by task lighting directly above the bench. Lighting controls for the entire courtroom should be located at or near the bench or clerk's station. Lighting controls should have preset setting · Need to avoid glare on video monitors.
Clerk Station	· Concealed, silent, supervised duress alarm. · Desktop computer with silent keyboard and flat panel video display monitor. · Document scanner and quiet color printer. · The control console for the sound amplification system may be located at the clerk's station. · Controls for video and teleconferencing equipment. · Microphone connected to a mixer and amplifier controlled by the judge or clerk. · Telephone with silent ring.	· A minimum of two flush-mounted quadriplex electrical outlets. · One dedicated computer power receptacle. · Two data jacks. · Two audio jacks. · One phone jack.	· Normal room lighting augmented by task lighting directly above. Lighting controls for the entire courtroom should be located at or near the bench or clerk's station. Lighting controls should have preset setting. · Need to avoid glare on video monitors.
Attorney Tables	· Microphone. · Flat panel video display monitor for attorneys to view evidence, documents, and video conferences. ·	· Minimum of two quadriplex electrical outlet per table, flush mounted in the floor. · Two data jacks and two phone jacks per table. · Two audio jacks per table.	· Normal room lighting. · Need to avoid glare on video monitors.
Witness Stand	· Flat panel video display monitors for evidence and document display. · Microphone.	· One quadriplex power outlet. · Two data jacks. · One audio jack.	· Normal room lighting. · Need to avoid glare on video monitors.
Evidence Display	· Video Projection screen and/or large screen video monitor for evidence display. · Marker board or electronic "Soft Board."	· Minimum of one flush-mounted quadriplex electrical outlet. · Two data jacks.	· Need to avoid glare on video monitors.
Court Reporter	· Steno machine (provided by reporter). · Space for a laptop computer. · Audio Recorder.	· Minimum of one flush-mounted quadriplex electrical outlet. · Two data jacks.	· Normal room lighting with task lighting from above. · Need to avoid glare on video monitors.

LOCATION	EQUIPMENT	ELECTRICAL, DATA, AUDIO, COMMUNICATIONS DISTRIBUTION	LIGHTING
Jury Box	· Microphone. · Video display monitors for viewing electronic evidence displays, remote witness testimony, and documents (one for every two jurors).	· One flush-mounted quadriplex electrical outlets located at opposite ends of the jury box. · Data jacks for flat panel video monitors. · Two audio jacks.	· Normal room lighting. · Need to avoid glare on video monitors.
Lectern	· Lectern should house the electronic evidence display system. · Combo VCR/DVD player. · PC with flat panel video monitor. · Microphone.	· A minimum of two flush mounted quadriplex electrical outlets. · Two data jacks and two phone jacks. · Two audio jacks.	· Normal room lighting. · Task lighting for reading.
Spectators	· One or two large screen video monitors that can be viewed by spectators are optional.		· Normal room lighting.
Security Officer	· Supervised, silent duress alarm. · Telephone with visual display/silent ring. · Notebook computer (optional).	· One quadriplex power outlet · Two data jacks and one phone jack.	· Normal room lighting.
Courtroom Generally	· Sound amplification system with controls located at clerk's station. · Video conferencing system for viewing remote or expert witness testimony. · Security cameras. · Assistive listening devices.	· Appropriate power and cabling.	· Normal room lighting.
Judge's Office	· Each office should be equipped with a personal computer, monitor, printer, TV, and telephone. · Office may also be equipped for future video conferencing.	· Normal power supply for private office. · One dedicated computer power receptacle. · Two data jacks and one phone jacks, and a cable TV outlet.	· Normal room lighting with task lighting at the desk.
Judicial Secretary	· Each workstation should be equipped with a personal computer with monitor and printer, and telephone. ·	· Each workstation should have two quadriplex electrical outlets and one dedicated computer power receptacle. · Two data jacks and one phone jack.	· Normal room lighting with task lighting at the desk.
Law Clerk	· Each workstation should be equipped with a personal computer with monitor and printer, and telephone.	· Each workstation should have two quadriplex electrical outlets and one dedicated computer power receptacle, · Two data jacks and one phone jack.	· Normal room lighting with task lighting at the desk.

LOCATION	EQUIPMENT	ELECTRICAL, DATA, AUDIO, COMMUNICATIONS DISTRIBUTION	LIGHTING
Court Reporter	· Each workstation should be equipped with a personal computer with monitor and printer, and telephone.	· Each workstation should have two quadriplex electrical outlets and one dedicated computer power receptacle, · Two data jacks and one phone jack.	· Normal room lighting with task lighting at the desk.
Interpreter	· Each workstation should be equipped with a personal computer with monitor and printer, and telephone.	· Each workstation should have two quadriplex electrical outlets and one dedicated computer power receptacle, · Two data jacks and one phone jack.	· Normal room lighting with task lighting at the desk.
Support Equipment	· Other office equipment may include a shared printer, copier, facsimile machine, coffee machine, microwave, and other miscellaneous office equipment.	· Sufficient electrical receptacles for noted equipment.	
Judicial Conference	· Personal computer workstation with keyboard and video display monitor. · Printer. · Facsimile machine. · Photocopier. · Video conferencing equipment. · Telephone. · Video screen and video projector equipment. · Large screen video display monitor mounted on wall. · Marker board.	· Each identified workstation should have two quadriplex electrical outlets and one dedicated computer power receptacle. · Two data jacks and one phone jack located at each identified station. · At least one cable TV outlet.	· Normal room lighting. · Room should be capable of being dimmed for viewing presentations.
Clerk Workstations	· Each workstation should be equipped with a personal computer with monitor, printer, and scanner. Some workstations may require two monitors.	· Each workstation should have two quadriplex electrical outlets and one dedicated computer power receptacle. · Two data jacks and one phone jack.	· Normal room lighting with individual task lighting at the work area. · Need to avoid glare on video monitors.
Public Counter Staff Workstation	· Personal computer with keyboard and video display monitor.	· Two quadriplex power outlets per workstation and one dedicated computer power receptacle. · Two data jacks and one phone jack.	· Normal room lighting with individual task lighting at the work area. · Need to avoid glare on video monitors.
Cashier Station	· Personal computer with register printer and video monitor. · Security camera at all cashier stations. · Duress alarm.	· Two quadriplex power outlets per workstation and one dedicated computer power receptacle. · Two data jacks and one phone jack.	· Normal room lighting with individual task lighting at the work area. · Need to avoid glare on video monitors

LOCATION	EQUIPMENT	ELECTRICAL, DATA, AUDIO, COMMUNICATIONS DISTRIBUTION	LIGHTING
Public Access Areas	· At least one public access computer terminals with keyboard and video monitor in each clerk's office, located at the public counter.	· One quadriplex power outlet per public access station. · Two data jacks.	· Normal room lighting. · Need to avoid glare on video monitors
Records Rooms	· Security cameras. · Document viewing stations require one large screen video display monitor and computer terminal with keyboard. · Printers. · Photocopiers.	· Two data jacks for each document imaging review workstation. · Each identified workstation requires one quadriplex power outlet, and one dedicated computer power receptacle.	· Normal room lighting. · Need to avoid glare on video monitors.
Document Scanning Station	· Each document scanning workstation should include 2 PCs with 2 large document video monitors and 2 printers. · Scanner.	· Four data jacks and one phone jack per workstation. · Each identified workstation requires two quadriplex power outlets, and one dedicated computer power receptacle.	· Normal room lighting. · Need to avoid glare on video monitors.
Support Equipment and Work Rooms	· Photocopiers. · Shared printers. · Facsimile machines.	· Wiring, power supply, HVAC, and acoustical design should meet individual equipment and systems specifications.	· Normal room lighting.

CHAPTER 8 - PLANNING FOR COURT SECURITY

There are few traditions in our nation as cherished as that of free-and-open access to justice. The expectation and reality of judicial safety, both inside and outside the courthouse is integral to fulfilling our justice system's promise of accessibility, impartiality, transparency, and the right to a fair and impartial trial. Free and open access to justice requires a safe and secure environment in which all those who come to the courthouse are free from fear and intimidation. Judges, employees, and the public users of the facility need to feel safe if they are to conduct themselves in a fair and impartial manner and in accordance with a sense of judicial decorum. Security measures, however, should remain as unobtrusive as possible. The use of overt security measures evokes an image of justice held hostage. In addition to these guidelines additional security recommendations may be found in the Court Security Handbook drafted by the CCJ/COSCA Joint Committee on Court Security.

A broad approach to court security should be adopted; one that assesses the likelihood of all potential threats and develops appropriate plans to protect people, property, and information. In today's environment the threat of terrorism is a natural concern, but evidence suggests that most of the violence that occurs in the courthouse is case related and that the most dangerous cases are family and domestic matters. Other safety concerns range from the possibility of assaults, theft of property, harassment, damage to property or equipment, to disruptions of judicial proceedings because of natural disasters such as hurricanes, tornadoes, and other severe weather events. Each courthouse should periodically have a threat risk assessment completed and have in place a building security plan that addresses the most likely threat scenarios.

When planning a new courthouse or performing a major renovation of an existing courthouse, the planning and design should assure a high degree of security and safety within and about the building. The site, landscaping, building exterior, internal organization and circulations systems, and environmental and building systems should be planned to maximize the security and safety of judges, court staff and all visitors; the physical structures, equipment, and property; and the information contained in the courthouse.

The goal of Courthouse Security is to protect persons, property and information. The courthouse should provide an environment in which the work of the courts can proceed in a safe and dignified manner with relatively little danger to the judiciary, the staff, and the public who are in court. The judiciary, court employees, victims and witnesses, accused and family members, attorneys, and member of the public should be able to perform their duties and conduct their business without the fear of intimidation, harassment, or physical harm.

Additionally, the courthouse's physical structure and equipment contained therein represent a major public investment. Damage to the building(s) or the equipment can cause delays and threaten the fair administration of justice. Finally, record keeping is central to the operations and functioning of any court. The information, including land records, court orders, and other case and government records are all vital information that must be protected.

Security is achieved through a combination of architectural/physical, personnel and operations, and technological/equipment measures. The appropriate choice depends on the costs of

construction and operations, propriety, legality, effectiveness of responses, adaptability to change, administrative control, and timeliness.

A key element in courthouse security is the separation of the public, judiciary and staff, and in-custody defendants. In small rural courthouses this may be achieved through operational means, but in larger courthouses this is best achieved architecturally through the maintenance of three separate and distinct circulation systems. This is essential for security and safety reasons as well as the operational efficiency of the court.

At a minimum, architectural features that enhance safety include:

- A single point of public entry to the building;
- An entry screening station where everyone entering the courthouse is screened for weapons;
- Separation of public, judicial/staff, and prisoner circulation systems;
- Secure vehicular sally port for transfer of prisoners to and from the building;
- Use of central and court-floor in-custody holding areas accessed by secure circulation;
- Sufficient public waiting space to separate opposing parties, particularly in domestic cases;
- Elimination of blind areas and dead ends within the building or places where people can hide and the use of large open spaces to increase visibility;
- The installation of Intrusion systems to monitor the status of doors, windows, and other exterior openings in the building;
- Access control systems to control entry to restricted areas of the building;
- The installation of fences, walls, or other physical barriers to define the perimeter of the building and prevent attacks on the exterior of the building;
- The installation of exterior lighting to illuminate accesses to the building and parking areas; and
- Secure parking for the judiciary within the building with secure access to the building and the private circulation.

I. SITE AND PERIMETER

It is recommended that when possible the courthouse be set back from the perimeter of the property to protect the exterior from vehicular attack. Also, the use of decorative walls, bollards, planters, berms or other structures may be used to prevent vehicles from

approaching too close to the building. The following actions directed toward securing the site and perimeter are recommended.

- Determine appropriate standoff distance from the street (a minimum of 50' from the curb is suggested)
- The perimeter of the courthouse grounds should be clearly defined by fences, walls, or other physical barriers. All exposed fixtures should be weather and tamper resistant.
- Maintain clear access routes for first responders.
- Illuminate exterior of the building, site perimeter, walkways, and drives and parking areas.
- Where it is not possible to provide adequate standoff, provide appropriate barriers to prevent a vehicle from approaching the building and adequate protection from potential blast effects.
- Natural barriers such as trees and constructed barriers such as planting boxes, heavy masonry benches and tables, access ramps with masonry walls, fences, and bollards can be used.
- Built in landscaping such as planters against the building up to window height provide a barrier to vehicles without elevating the building.
- Retaining walls can be used to define the property boundary and serve as barriers within the landscape design.
- Where landscaping features such as trees and fences are used, they should not hinder visibility or provide the opportunity for concealment of people or vehicles.
- Landscape features that provide places for potential intruders to hide weapons or other dangerous items should be eliminated.
- If video cameras are used to observe the site, their sightlines should not be impeded by leaf canopies or areas that are hidden from overhead observation.

II. WINDOWS AND GLAZING

The most severe injuries in a blast event are the result of shattered glass. Typically the choices range from regular glazing such as would be used in a general office building to either a bullet resistant or attack resistant glazing. Bullet resistant glazing is designed to withstand the impact of a high velocity projectile but generally does not withstand low velocity heavy objects (such as a chair or brick) or the impact of a bomb blast. Based on the level of risk assessment, a decision should be made regarding the type of glazing to be used on all exterior windows and doors.

At a minimum, it is recommended that all ground floor windows and doors should be equipped with attack resistant glazing to prevent breakage from vandalism or storms.

III. PUBLIC PARKING

No public parking should be located under, or in, the courthouse. Any public parking facility should be built adjacent to the building with a minimum 100 foot separation.

IV. SECURE PARKING

All courthouses should have secure parking for judges and Constitutional Officers provided. Secure judicial parking ideally should be located in an underground garage with secure access. There should be a roll down security gate that is continually monitored by CCTV and intercom from the Sheriff's central control center. Separate entrances should be provided for the judicial and elected official parking and the Sheriff's and prisoner transport vehicles. Once inside the secure parking area, judges and officials should be able to reach their offices by means of the private circulation system.

If underground parking is not possible then secure parking may be provided at grade level within a secured compound with secure access. If secured parking is not feasible, judges may be provided unmarked reserved parking spaces located as near as possible to a secure building entrance. This area should be patrolled frequently. There should never be any signage that identifies who is parking in the space.

V. ENTRANCES AND LOBBY

Weapons screening is a standard practice in nearly all large urban courthouses. All courthouses should have a single public entrance through which all persons, including employees, should pass.

A. Entrance Screening Station

The weapons screening station requires electrical power for the installation of metal detectors and x-ray machines. Depending upon the number of persons entering the building on a daily basis, more than one screening station may be required to cover peak hours of activity. Best practices recommend that the screening area should be located outside the main mass of the building structure to lessen potential blast effects on the main structure in case of an IED discovery at the entrance.

Sufficient space should be allowed to permit at least 20 people to line up within the building prior to walking through the screening stations. People should not have to wait outside in hot, cold or inclement weather.

Space needs to be provided for at least two security officers per screening station (one to operate the x-ray machine and another to hand check persons who set off the metal detector).

All courthouses require the following,

- A single point of public entry to the building is preferred;
- An entry screening station at every public entrance where everyone entering the courthouse is screened for weapons;
- That all deliveries, packages, mail, as well as couriers and delivery persons should be screened or visually inspected for weapons, explosive devices, or hazardous materials. Courthouses with receiving docks should have personnel and equipment available to screen all incoming materials.
- An area outside the security screening area where the public may queue prior to being screened. This area should be sheltered to protect persons from the elements.
- Sufficient staff and screening equipment at the security screening station to permit the screening of everyone coming to the courthouse in a timely and efficient manner at peak hours.
- A building security control room located off the lobby overlooking the main public entrance for ease of surveillance. The control room should be coordinated with the holding cell control room so that its surveillance responsibilities are transferred to the main floor after hours.
- There should be no places outside the screening area where persons can store or hide anything prior to being screened.

B. Staff Entrances

It is a best practice to have all employees entering the building screened like everyone else, including the use of a metal detector and x-ray machine. The building may be designed with a separate employee entrance to avoid having employees wait in line with visitors entering the building. The employee entrance should be located near the main area where employees are to park. The entrance will need to be staffed by security staff and requires a single metal detector and x-ray machine.

It is a common practice, however, to have a separate employee entrance where staff may enter by displaying a court issued ID.

C. Service Entrance

Larger courthouses should have a service entrance for the delivery of supplies, equipment, and other large items, and the collection of trash and recycling. Everyone entering the building through this location should be screened.

The receiving dock security screening area should be located immediately adjacent to the receiving dock bay(s) where all packages and deliveries to the building can be screened or x-rayed. It must be wired for a large x-ray machine and metal detector.

The receiving dock requires CCTV cameras inside and outside the receiving dock. The Sheriff's command and control center should have local and remote control of overhead and access doors. A duress alarm is required in the general receiving area and there should be an intercom between the receiving dock security station and the outside receiving area.

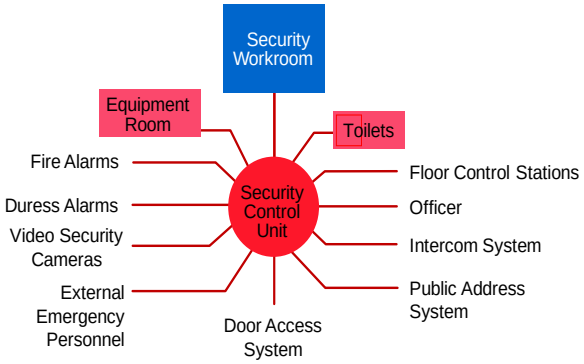
Consideration should be given to creating a mail receiving room adjacent to the receiving dock where all mail deliveries can be received and the mail x-rayed as needed.

VI. ALARMS AND CONTROL SYSTEMS

The courthouse should be equipped with intrusion and duress alarms.

Duress alarms are designed to signal for immediate help.

Intrusion alarms are designed to alert security staff to unauthorized entry after hours. The alarms can be of several varieties, including space alarms, vibration alarms, and door contact alarms. The alarm system can be set to produce a loud sound to alert the police and deter entry, or alarms can be silent to alert police only. After hours the alarms should sound at the nearest police station.



Court Central
Security Control Unit

Door alarms should also be placed at all exits from the building. Staff sometimes prop doors open for breaks and then forget to close them. Side doors should be marked, "Emergency exit only; alarm will sound."

The alarm should sound at the court's central security control station and at the responding local law enforcement agency.

A. Duress Alarms

A supervised alarm system (duress alarm) should be installed in the courthouse. In non-supervised systems, if the wires between the switch in the courtroom or chambers are severed, the circuit is rendered inoperative with no indication at the monitoring location. The circuit remains inoperative until it is tested and repaired. In

a supervised system, whenever the circuit is broken the alarm sounds. This occurs if the alarm button is pressed or if the wires are severed for some reason.

The alarms should sound at the Sheriff's command and control center. If a fixed system is installed, buttons should be located at the following locations:

- All public counters,
- All cashier stations,
- All courtrooms at the judges' bench and clerks' station,
- All judicial chambers,
- All holding areas,
- Sally port,
- Entry screening stations,
- Probation Offices,
- Court Service Offices,
- Commonwealth Attorney Office.

The most common type of duress alarm is a hard-wired system with fixed positions. Newer systems are wireless and may be triggered by a device that is carried by judges and court employees on their person. It has the advantage of being able to be activated from any location without having to get to a fixed location. The signal is picked up by receiving stations located throughout the building and passed on to the central security control. The control monitors will identify which receiving station is relaying the signal as well as identify the person who activated the alarm.

B. Intrusion Alarms

Intrusion systems monitor the status of doors, windows, and other exterior openings. They can be coordinated with an access control system to alert of unauthorized or forced access of doors, glass breakage, or roof intrusion.

All movable, accessible openings into the courthouse within 18 feet of firm ground should be alarmed. Glass or composition panels should be protected with glass break sensors. The alarms should annunciate at the Sheriff's central command and control console.

It is also recommended that CCTV cameras be installed at all entrances and exits. The unauthorized opening or attempting to open an exit door should activate the camera and a recording (see section on video surveillance).

Motion detectors also may be considered for monitoring against after-hours unauthorized intrusion in sensitive areas of the building. Any motion detectors should alert the security staff in the Sheriff's command and control center or nearest local law enforcement station.

C. Access Controls

Access control systems control entry to restricted areas of the building. Typically activated by numeric keypad or card / proximity readers, access control systems allow door release to the private circulation systems and other "secure" areas of the building.

All doors in the courthouse should be equipped with an electronic access control system.

D. Environmental Controls

All environmental controls in the courthouse should be secured, with access restricted to authorized personnel. In order to avoid tampering and sabotage, access to controls for heating, air conditioning, ventilation should be limited to authorized staff. Outside air intake mechanisms should also be secured so they cannot be used as access to the building or as a conduit for biochemical attack. Outside air intake also should not be located near any loading dock or other area where trucks or other vehicles may idle to prevent exhaust fumes from entering the building.

VII. VIDEO SURVEILLANCE

Typically video cameras are used in prisoner holding areas to monitor prisoners and prisoner movement. They also are used to observe entrances to the building, particularly receiving docks and service entrances that may not have a permanent security presence, to monitor public and private corridors and access to sensitive areas, as well as to monitor courtrooms.

- Security cameras should be placed to observe the natural approaches to the courthouse.
- Wall mounted cameras should be located on the opening side of entrance doors at controlled entrances to obtain a profile picture of the individual entering the building as well as viewing the area immediately around the door.
- Cameras should be placed at the entrance to the judges/officials parking garage. Cameras should be installed so as to observe the judges'/officials' automobiles and the walkways to the elevator/entrance. The size of the parking garage and walking distances should determine the number of cameras required.
- Security cameras should be mounted on the interior side of all emergency exit doors. When the door is opened the alarm should sound at the command and control center monitoring console and the switcher should bring up the camera to a large central monitor.
- Unless a credible threat exists hallway cameras are not essential, except in the public waiting areas of the juvenile and domestic relations courts.

- Cameras should be installed inside all courtrooms. One camera should observe the front portion of courtroom, one observe the spectators, and one observe the main entrance door. The cameras should be monitored in the Sheriff's command and control center.

Other areas that should be monitored include:

- Lobby
- Entrance screening stations
- All public counters and cashier stations
- The receiving dock and service entrance
- Prisoner holding cells
- Prisoner circulation corridors and elevators
- Courtroom holding areas and cells
- Vehicular sally port

VIII. PUBLIC ADDRESS

The courthouse should be equipped with a public address system reaching all public areas of the building. Especially in large courthouses, a paging system may be needed to locate parties when court schedules fall behind or move ahead more rapidly than anticipated. Such systems should not operate in courtrooms or office areas. The public address system also is useful in the event of an emergency in the courthouse.

IX. CENTRAL SECURITY CONTROL OFFICE

The central security control office is the location from which all security zones and safety alarm systems are monitored throughout the building. From this unit, the courthouse may be monitored through the use of closed circuit television systems, duress alarms, intrusion sensors and other security systems.


Isle of Wight Courthouse, Security Control Room

The security control office may best be located near the main public entrance or may be located with the central holding area control room.

Also located with the central security control office is the protective equipment such as security and duress alarms, fire alarm, emergency elevator control, public address system, fire alarm enunciator panel, etc.

All power and lighting for this room should be from the building's emergency electrical service. All equipment should be on an uninterruptible power supply and all electricity should be conditioned.

Access to the life safety equipment panel should be limited to building management.

X. VEHICULAR SALLY PORT

The courthouse should have a secure vehicular sally port for the secure transfer of in-custody persons to and from transport vehicles. The sally port should be sized to hold at least one transport van. It should be located within the Sheriff's secure parking area and have a security gate. It needs to be well ventilated and lighted. Many courthouses make use of a drive through sally port in order to eliminate the need for a turnaround area. Courthouses with a direct connection to a jail may not require a separate sally port if detainees coming to court from other facilities are able to be processed through the jail.

In-custody detainees should enter the building's central holding area directly from the sally port.

XI. CENTRAL PRISONER HOLDING

In-custody defendants and witnesses need to be separated from the public while maintaining their safety and constitutional rights. Prisoner detention facilities increase the efficiency of the courts by allowing in-custody persons to be located close to the courtroom at the scheduled time of appearance.

All but the smallest courthouse should have a central holding area located on the ground floor or basement of the building that will service all courts within the building. It should be located immediately adjacent to the vehicular sally port.

The holding area should consist of the following elements: holding cells for adult males and females; holding cells for juvenile males and females; a control center to monitor and control in-custody movement; entry vestibule at the entrance from the sally port; a processing and transfer area or room; staff offices; staff toilets; elevators to the court floors; elevator lobby; equipment room; and attorney / client visitation booths for attorneys to meet privately with clients prior to court.

Sight and sound separation needs to be maintained between males and females, and adults and juveniles.

The building's central control center may also be located in this area, either as part of the holding control room or as a separate facility adjacent to the holding area.

The holding area control center monitors the operations all movement of prisoners and controls access to the holding cells. The officer(s) staffing the station should have a direct view into the holding cells or have visibility through CCTV monitors and should be able to

see and control all entrances and exits. The control station should be secured from unauthorized entry and should include a dedicated staff toilet. Intercoms and CCTV cameras should be located at all doors.

All cells should have their own toilet facility. This eliminates the need for security officers to escort prisoners to and from toilets. Drains are necessary in any cell with toilets. Drains for sinks and toilets should be large enough so that they cannot be easily blocked. A modesty panel should be provided around the cell toilets to maintain proper privacy.

Toilets and drains should be installed along a wall on the corridor side of the holding facility or along an accessible service duct so that repairs can be made from the outside.

Sufficient transfer areas for moving in-custody individuals should be provided near the sally port entrance as well as the secure elevators. Corridors should be wide enough to prohibit detainees from grabbing officers and to allow adequate two-way passage and prohibit the transfer of contraband from one prisoner to another.

Attorney/client interview booths should be provided at the central holding area. These booths should be divided with appropriate security glazing to separate the parties. Attorneys should not have to enter the holding areas to enter the conference booth. The booths should have a paper pass to permit the signing of any documents.

Temporary holding cells for prisoners awaiting court appearances should conform to appropriate state and American Correctional Association standards for lighting, ventilation, heating, and cooling in short-term holding and detention facilities.

Lighting fixtures and ventilation registers should be secured in place to prevent their removal and use as weapons. The cells should be equipped with vandal-resistant furniture. It is extremely important that holding areas be soundproofed.

All prisoner areas should be accessible to persons with disabilities.

The holding cells should have solid ceilings.

XII. COURT FLOOR HOLDING AREAS

In larger courthouses, separate prisoner holding cells should be located adjacent to the courtrooms in addition to the central holding facility located adjacent to the secured prisoner entrance to the courthouse. These court floor holding facilities are best located between pairs of courtrooms and serviced by a dedicated prisoner elevator that transports prisoners to and from the central holding area or prisoner entrance.

The court floor holding area should consist of a security officer station, holding cells, and entrance vestibule in front of the elevator, and, if possible, attorney/prisoner interview booths. The security station need not be enclosed and should provide the security officer with direct visibility to all areas.


Court Floor Holding Cell, Isle of Wight Courthouse

There should be separate holding cells for men and women with sight and sound separation. Also if juveniles are to be held in a court floor holding area that may also contain adults, sight and sound separation needs to be maintained.

It is not unusual for in-custody defendants to attempt to disrupt court proceedings by shouting insults, using abusive language, banging on walls, or flushing toilets. Such noise from court floor-holding cells disrupts court proceedings, causes embarrassment, and intimidates witnesses or jurors. It is critical that the holding area be soundproofed so that no sound from the holding area is heard in the courtroom.

CHAPTER 9 - PLANNING FOR ACCESSIBILITY AND ADA

Access to justice is a fundamental right that can only be guaranteed if courthouses are easily accessible to all the public. Persons with disabilities must be provided convenient entry to the courthouse and barrier-free access to all appropriate interior spaces. Courthouses, however, present a special problem for persons with disabilities, because courthouses traditionally have been designed and built to project an image of strength and dignity. Architectural elements such as large columns, heavy doors, and grand staircases that have traditionally been used to convey a reverence for the law impede accessibility.

The Americans with Disabilities Act (ADA) requires that people with disabilities be afforded equal access to government buildings and services. All courthouses should comply with the requirements of The Americans with Disabilities Act and all Commonwealth accessibility requirements.

I. BACKGROUND

The laws on accessibility in public buildings such as courthouses were significantly strengthened by the enactment of the Americans with Disabilities Act of 1990. The Architectural Barriers Act of 1968 had mandated the removal of barriers in buildings and facilities constructed or altered by the federal government or with federal funds after 1969 (or after 1977 in the case of leased facilities).

Section 504 of the Rehabilitation Act of 1973 prohibits recipients of federal financial assistance from discriminating on the basis of handicap. This legislation also required "program accessibility" in existing buildings. A program or activity "when viewed in its entirety" must be "readily accessible to handicapped persons ... through such means as redesign of equipment or reassignment of classes or other services." It mandated accessibility to government services, but did not require the physical removal of existing barriers. Recipients of federal aid were permitted to reschedule their services to make them accessible to the handicapped. Amendments in 1978 extended the mandate to "programs conducted by federal agencies," as well as to recipients of federal funds.

On June 20, 1994, the Access Board published in the Federal Register an interim rule for judicial facilities (Section 11) to ADAAG. On that same date, the Department of Justice and the Department of Transportation published notices of proposed rulemaking to adopt sections 11 through 14 as standards.

Most recently, the Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 in the Federal Register on September 15, 2010.

II. FOR MORE INFORMATION

For information about the ADA, including the revised 2010 ADA regulations, visit the DOJ website www.ada.gov;

The final report of the Access Board on Courthouse Accessibility can be found at the following website: http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/ada-standards/single-file-version#a4.

The following is a brief summary of some of the standards pertaining to judicial facilities. This is not intended to be an exhaustive discussion of accessibility standards, but should serve to provide general guidance concerning some of the major requirements.

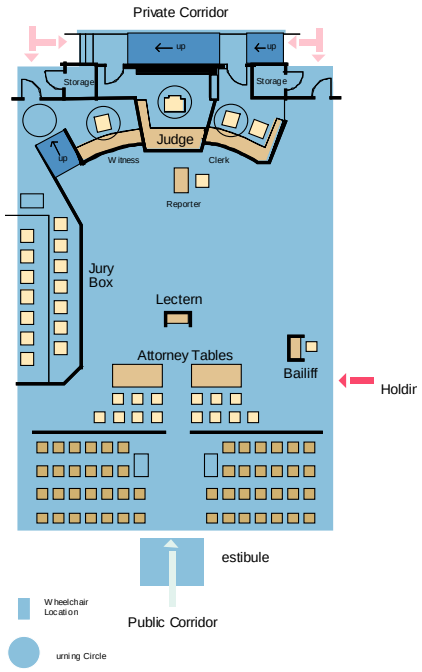
III. COURTROOMS

The leading issue in designing accessible courthouses is wheelchair access to raised areas such as jury boxes, witness stands, and judges' benches. The ADA requires that all public areas of the courtroom (public seating, witness stand, attorney tables, jury box, court reporter stations, and bailiff location) must be located on an accessible route and accommodate a wheelchair.

Areas that are accessed by ramps or platform lifts shall provide unobstructed turning space. Vertical access to a raised judge's bench or courtroom Clerks' workstation need not be installed immediately, provided that the areas maneuvering spaces, and, if appropriate, electrical service are installed at the time of initial construction to permit future installation of either ramps or lifts without requiring substantial reconstruction of the space.

While the Access Board generally discourages the use of platform lifts they are allowed in courtrooms and have become a common means of providing access to witness stands and judges' benches. Common issues, however, include platform deflection and downward settlement; interlock malfunctions; and operation requiring assistance such as the removal of steps, platforms or millwork.

Ramps often are preferred for a number of reasons. While ramps may take up more space, they generally cost less than lifts and are easily constructed. Ramps require minimal maintenance and require railings only if the level change is greater than 6 inches. No power source is required, nor are mechanical parts that can malfunction involved. Most importantly, ramps permit all users, including people who use wheelchairs, to use the element independently, with no disruption to court proceedings. Ramps are always useable in case of emergency evacuation, and require no assistance.



Wheelchair Accessible Courtroom
Courtesy of HOK Architects and Engineers.

The following are the minimum requirements for ramps that are utilized as part of an accessible route:

- Ramps must be permanent, not pull-out, flip-down or removable.
- Ramps must provide a minimum clear width of 36 inches between handrails.
- Landings where ramps change directions must have a minimum dimension of 60 inches x 60 inches.
- If a door is located at the top or bottom of a ramp, the landing must be large enough for adequate maneuvering clearances at the door. If the door swings back over the landing, there must be adequate landing space to back up to clear the door swing.
- Raised platforms accessed by ramps must have a turning space to allow an individual to turn around to go down the ramp.
- Ramps must have a maximum slope of 1:12.
- Ramp runs and landings with drop-offs must have edge protection, such as a curb, barrier, or extended surface as specified in the guidelines.
- Ramps with a rise of greater than 6 inches need handrails. Handrails must be located along both sides of a ramp at a height above the ramp surface of 34 inches to 38 inches measured to the top of the handrail.
- Most model building codes require a guard where there is a drop-off of more than 30 inches. If the ramp or landing has such a drop-off along any side, it must also have a guard at that location in addition to handrails. The minimum height of a guard is 42 inches with maximum openings of 4 inches.

A. Recommendations for Best Practice

Ramps should not be located where they will be a tripping hazard for other circulation routes through the space.

Ramps should not be located where they will block the means of egress, including maneuvering clearances at doors.

Ramps should be located along the same path of travel as provided for the general population.

Electronic Lift at Judge's Bench, Isle of Wight Courthouse

When ramps are exterior, they should be located or designed to limit the accumulation of water, ice and snow.

When ramps lead to doors that may be locked, a turning space should be provided at the door to allow someone to turn around if they cannot enter. This is also advisable at exterior doors because the force to open the door may be too high for some people with disabilities to operate.

Although ramps with a rise of 6 inches or less are not required to have handrails, where possible, handrails to provide stability for people with ambulatory impairments are recommended for all ramps.

B. Public Seating / Gallery

The public seating area of the courtroom is treated as an assembly area and must include wheelchair seating space. Also all courtrooms must be equipped with assistive listening devices.

C. Jury Boxes and Witness Stands

All jury boxes and witness stands are required to be fully accessible. Section 808.3 requires that each jury box and witness stand should be large enough to accommodate a wheelchair within its defined area. In alterations, the wheelchair spaces may be located outside the defined area of the jury box or witness stand, if the ramp or lift access poses a hazard to any required egress from the courtroom.

A simple solution to both jury box and witness accessibility is to place the first tier of the jury box and the witness stand at floor level, thus eliminating the need for ramps or lifts at these locations. Care needs to be exercised, however, to ensure that this does not interfere with proper sightlines within the courtroom. Depending on the location of the witness stand, lowering it to floor level may partially obstruct the view of the witness by attorneys or some jurors.

D. Judges' Benches and Courtroom Workstations

Judges’ benches and workstations for clerks and other court personnel must be accessible. The ADA and ABA guidelines provide an exception for vertical access to judges’ benches and raised employee stations. Under this exception, it is not required to provide vertical access at the time of construction provided that clear floor space, maneuvering space, and electrical service for lifts are provided at the time of initial construction for later installation of lifts for ramps.

A preferred practice for vertical access to judges’ benches is locating ramps or lifts outside the courtroom or at least out of view from the well and public gallery. Further, for purposes of emergency or security evacuation, as well as ease of independent operation, judges may prefer ramp access.

E. Court Reporter Station

The court reporter's station must be accessible with adequate access to the work area and maneuvering room.

F. Attorney Tables

The counsel tables must be accessible with adequate maneuvering room behind the table. Microphones should be movable and have a long neck.

IV. JURY ASSEMBLY AREAS

If provided, the jury assembly area shall be on an accessible route from the main public entrance and provide a minimum of 5% wheelchair accessible spaces at any fixed or built-in seating or tables. Refreshment areas, kitchenettes and fixed or built-in refreshment dispensers are to be fully accessible. If fixed seating is used, the number of accessible wheelchair spaces, location, and dispersal must comply with those requirements for assembly areas included in the ADA Accessibility Guidelines.

V. JURY DELIBERATION AREAS

Jury deliberation rooms shall accommodate at least one accessible wheelchair space at built in seating and tables. Other requirements are identical to those required for the jury assembly room. Refreshment area, kitchenette, and toilets must be accessible.

A. Assistive Listening Systems

Permanently installed assistive listening systems shall be provided in each courtroom. The minimum number of receivers shall be four percent of the room occupant load, as determined by applicable State or local codes, but not less than two receivers. An informational sign indicating the availability of an assistive listening system must be posted in a prominent place.

Where an instructional or orientation video is shown provisions must be made for the visually impaired.

Fifty percent of each type of jury deliberation room shall have a permanently installed assistive listening system. A portable assistive listening system may be used in the remaining deliberation rooms. From an operational point of view, it may be easier and more efficient to make every deliberation room fully accessible than to rely on moving equipment to and from different rooms and it may not be feasible to have jurors make use of alternative jury rooms to accommodate handicapped jurors.

B. Courthouse Holding Facilities

Where separate central holding cells or court floor holding cells are provided for adult male, juvenile male, adult female or juvenile female, one of each type at each location

must be accessible. Where central-holding cells are provided, which are not separated by age or sex, at least one cell shall be accessible.

Each accessible cell shall provide an accessible turning space, doors, toilets, lavatories; grab bars, and drinking fountain. An exception is allowed for doors operated only by security personnel.

C. Other Courthouse Areas

- Parking spaces – Designation of handicapped parking.
- Entrances to buildings – Use of ramps.
- Elevators – Use of Braille lettering and audio recordings for identification.
- Restrooms – Design of lavatories and toilets.
- Drinking fountains – Lower height.
- Entrance doors to all offices – use of wide doors with lever type door handles.
- Clerks counters and public access computer terminals – Lower counter height.
- Records room – Increased space between aisles and entrances.
- Public telephone – wheelchair accessible

CHAPTER 10 - COURTHOUSE COMPONENTS

I. COURTROOMS

The courtroom is the focal point of courthouse activity and provides the setting for conducting most legal proceedings. In varying numbers and combinations the following participants may be involved in, or present during, courtroom proceedings: judge, jurors, bailiff or deputy sheriff, court reporter, clerk, attorneys, litigants, witnesses, probation personnel, media representatives, and spectators. Courtroom design must accommodate the particular needs of each participant while facilitating the flow of proceedings within the courtroom. When combined, the individual elements of courtroom design should blend to produce a dignified, functional space conducive to court proceedings.

II. GENERAL DESIGN CRITERIA

Each courtroom should be designed and furnished to create a dignified yet functional setting for the matters to be conducted in the courtroom. The symbolism attached to a courtroom as a hall of justice requires that care be given to the design and furnishings of each courtroom. The final product will vary depending on the type of court. Circuit court courtrooms require jury boxes; district court courtrooms do not. Juvenile and domestic relations district court courtrooms have less need for spectator seating than do general district and circuit court courtrooms. In all cases, however, the importance of the appearance of the courtroom to the public should not be overlooked. Certain common elements should be incorporated into the plans of all courtrooms.

A. Size and Shape

Courtroom shape and size should be determined by the anticipated use of the courtroom and in consultation with the judges. The traditional shape of a courtroom is rectangular and can be divided into two areas: the public gallery (spectator) and the litigation well.

Most courthouses require at least one large courtroom, perhaps capable of holding 100 or more spectators, to accommodate ceremonial functions, public and civic meetings, large motions calendars, or docket calls. Where two or more courtrooms are required, the second and subsequent courtrooms may be smaller, depending upon their projected use. The present and future demands on the courts should be taken into account when planning both the size and shape of the courtrooms.

Type of Courtroom	Public Seating	Area (Sq. Ft.)
Hearing room	20 persons	1,040
Standard General District	60 persons	1,200 – 1,400
Large General District	150 persons	2,000 –2,200
Standard J & DR	30 persons	1,000 – 1,200
Large J&DR	60 persons	1,200 – 1,400
Standard Circuit	60 persons	1,400 – 1,600
Large Circuit	100 persons	2,000 – 2,200

B. Location of Bench

Colonial Heights Courthouse, General District Courtroom with center bench

The judge should be able to clearly view the entire courtroom and all of its occupants. Generally, all participants within the litigation area should have a clear unobstructed view of each other. It is particularly important that jurors have a clear view of the witnesses, defendant, judge, and attorneys.

The traditional arrangement is to have the bench centered on the back wall of the courtroom. Most judges prefer this arrangement because of its prominent location and the view that it provides of the courtroom. An alternative location is in the corner. The corner bench arrangement generally provides better sightlines for courtroom participants and makes more efficient use of space.

C. Number and Size of Courtrooms

The number of courtrooms required will depend upon a number of factors, including the size of the court's caseload, the types of cases, the scheduling practices of the court, and the number of judges. While it is possible to provide some general guidelines regarding the number of courtrooms, the exact number and size of courtrooms that are required will need to be determined during the programming phase of the project.

Fairfax County J&DR Courtroom with corner bench

Generally, most communities will want to have separate courtrooms for their circuit, general district, and juvenile and domestic relations district courts. In small counties (cities) where cases are scheduled for only one or two days each week courts may be able to share courtrooms. This most commonly occurs with the general district and the J&DR district courts.

Circuit courtrooms must handle both jury and non-jury cases, involving all types of matters, including divorce, criminal, and civil. To accommodate this wide variety of needs, each courthouse should have at least one large jury circuit courtroom, capable of seating approximately 100 spectators that can also be used for jury assembly and selection, ceremonial purposes, and other public functions. If additional circuit

courtrooms are needed, medium-sized courtrooms may be adequate, depending upon their projected use.

General district courts, because of their high volume caseloads (traffic and misdemeanor), will require a large non-jury courtroom capable of seating 100-150 persons. In multi-judge courts the second courtroom may be somewhat smaller, depending upon the court's calendar and scheduling practices. Also, some smaller rural communities may require only a medium-sized, non-jury courtroom for its general district court. Again, these are issues that are normally decided during the master planning or programming phases of the project.

Juvenile and domestic relations (J & DR) district courts may be smaller than other courtrooms. While certain delinquency cases and cases involving adults are open to the public, most juvenile hearings are not open to the public. The general practice among J&DR courts around the state is to include in the courtroom only the immediate participants in the case and to have everyone else wait outside the courtroom. For most J&DR courtrooms capacity to seat 25-30 persons in the public seating area would be sufficient. Consequently, J&DR courtrooms require more public seating outside the courtroom than do the other courts.

The following space guidelines give approximate seating and space requirements for a variety of courtroom types:

- Courtroom design must include separate work areas for all participants and provide adequate circulation for participants within the litigation area.

- Court proceedings will progress more smoothly if participants have sufficient workspace suited to their particular needs. Properly designed and furnished workspaces allow individuals to perform their tasks more easily and with less distraction to others in the court.

- Courtrooms should be easily accessible to the public. In all courtrooms, the public should enter through a single public entrance vestibule and the judge and court staff should be able to enter the courtroom by means of a private entrance at the back of the courtroom from a private corridor. In-custody defendants should enter directly from a secure holding area adjacent to the courtroom. When entering the courtroom, prisoners and defendants should not be escorted near the judge, the public, jurors, or witnesses. Prisoners should enter the courtroom from the opposite side of the courtroom from the jury. Likewise, jurors should not have to pass near the defendant or the public when entering or exiting the courtroom. Jurors should be able to exit the courtroom immediately from the jury box and enter the deliberation room.

D. Environmental Controls

Each courtroom should be equipped with controls accessible by court staff for the heating, cooling, ventilation, and lighting systems for the courtroom.

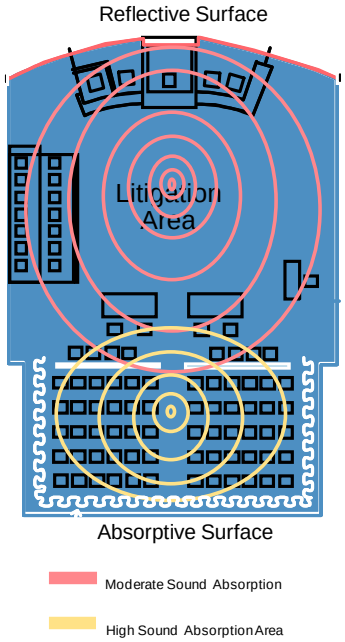
Maintaining suitable environmental conditions within the courtroom is important. A courtroom that is too hot or too cold can adversely affect the participants. The ability to regulate the heating, cooling, and ventilation will help maintain a proper atmosphere within the courtroom.

Similarly, courtroom lighting should be controlled by court staff and be located where they are easily accessible by court personnel. Keeping these controls within the reach of court personnel also prevents distractions or problems caused by intentional or accidental contact with the controls by others in the courtroom.

E. Acoustics

Courtrooms should be designed with superior acoustics within the courtroom and large courtrooms should include a public address system.

Courtrooms should be designed to enhance the acoustics within the well, that area occupied by the judge, jury, witnesses and litigants. Features such as soundproofing between courtroom and surrounding spaces (particularly holding cells), double door entry ways from public corridors, and carpeting help to reduce the extraneous noise within the courtroom. Larger courtrooms, particularly those in general district courts should be equipped with a public address system.



Acoustical Characteristics
Courtesy of HOK

F. Technology

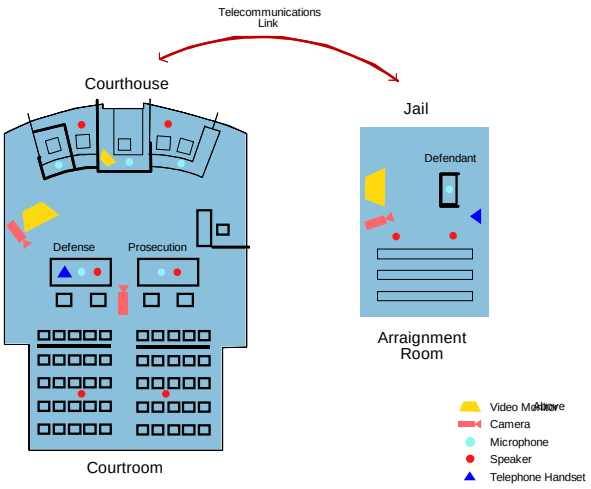
Courtrooms are forums for the presentation of evidence, and judges, court staff, and attorneys need access to audio/visual equipment, computers, communication devices, and information databases. The following are among the different technologies that need to be incorporated into a modern courtroom:

- Large flat panel video display monitors to view evidence displays and remote witness testimony;
- Electronic evidence display system,
- VCR/DVD Player;

- Real-time transcription capability;
- Audio recording and playback systems;
- Video recording system (optional);
- Teleconferencing;
- Video conferencing for remote testimony, expert witness testimony, arraignments, and preliminary hearings;
- Document scanners;
- Laser and color printers;
- Facsimile machine;
- Light pens for marking video screens;
- Desktop personal computers;
- Notebook and tablet computers;
- Assistive listening devices;
- Audio enhancement equipment;
- Interpreting services;
- CCTV security surveillance cameras;
- Security and duress alarms.

G. Video Conferencing

Courtroom design should anticipate the need to incorporate video conferencing capabilities in the courtroom.



Video Arraignment System

Each type of courtroom has different needs for video conferencing within the courtroom and should be equipped with a video conferencing system for the purpose of viewing remote witness testimony, including expert and child witnesses, conducting video arraignments, and other types of remote hearings and conferences.

Microphones need to be located at the bench, clerk's workstation, and witness stand, lectern, and attorney tables. Controls should be located at the clerk's station or judge's bench.

District courtrooms should have audio recording and playback equipment available, as well as video arraignment equipment installed. This requires video and audio communication between a prisoner at the jail and persons in the courtroom, including the judge, defense attorney, Commonwealth Attorney, and clerk. Controls should be located at the judge's bench or clerk's workstation. Each participant requires a video monitor, camera, microphone and speaker. A video recording capability for the preparation of a combined audio and video record of the proceeding would be optional.

A facsimile machine at both ends of the video link may be used to transmit paperwork with signatures, and telephones permit attorneys to speak privately with their clients at the jail. An alternative configuration would be to use scanners and to transmit documents (with signatures) via e-mail.

H. Sound Reinforcement and Audio Recording Systems

All courtrooms over 1,000 square feet need audio amplification to permit the judge, jurors, litigants, and public spectators to hear clearly and understand the participants.

Sound reinforcement systems consist of microphones, electronic mixers, signal processors, amplifiers and speakers. The sound system should be designed to operate automatically with automatic mixers controlling microphones (turning on microphones, which are being spoken into). Microphone switches should be provided at each microphone, which will function as Off-Auto. Automatic volume controllers should be used to help compensate for variations in voice levels and microphone distances. Systems should also be provided with electronics equalization to compensate for the acoustic properties of the finished courtrooms, speakers, and microphones. The master controls should be located at the clerk's station, or judge's bench, and should include a power switch, master volume control, and override controls.

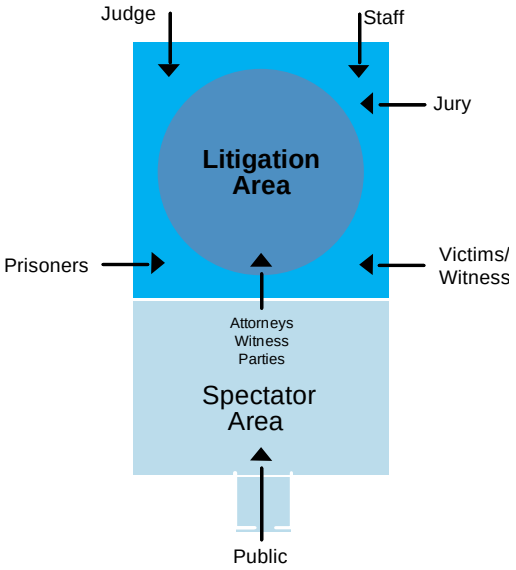
When audio amplification is used in courtrooms, soft acoustic surfaces should be installed instead of hard surfaces.

Cables run over carpeted floors are not only unsightly, they also pose a sfety hazard. Planning sufficient convenient locations for audio jacks for public address systems, audio recording, and video equipment will keep the courtroom functional and uncluttered.

I. Computer workstations and monitors

Personal computers in both circuit and district court courtrooms should be located at the bench and court clerk's station. Computers should be connected to the courts' case management system and other and have access to the internet.

In addition to the judge's bench and clerk's station, flat panel video display monitors for the purpose of viewing evidence should be planned for the attorney tables, lectern, witness stand, and jury box for the viewing of electronically displayed evidence. The coming use of computer tablets with WiFi networks may make the installation of fixed video display monitors obsolete in the future.



Courtroom Access and Circulation
Courtesy of HOK

Judges may wish to make use of notebook computers with a docking station located in their chambers and on the bench instead of using a desktop personal computer.

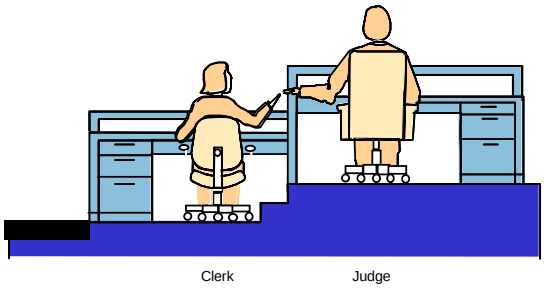
III. CIRCUIT COURTROOMS

A. Courtroom Entrances

Courtrooms should have separate entrances from restricted, secure, and public corridors. Controlling access to the courtroom from each of the three circulation systems increases courtroom security and facilitates the movement of people within the courthouse. Entrances from all public corridors should have a vestibule with double sets of doors to serve as a sound-lock.

B. Judge's Bench

The courtroom should have a dignified elevated bench that provides sufficient work space for the judge. The construction of the bench should enhance the safety of the judge while in the courtroom.

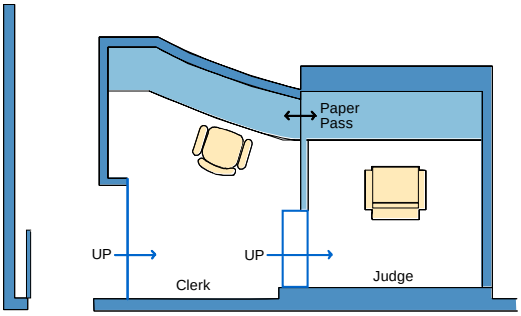


Judge/Clerk Relationship
Courtesy of HOK

The judge's work area should be equipped with adequate task lighting. Each bench should be equipped with a shelf to hold bench books and copies of the

Virginia Code, and a place for side bar conferences. The judge should have a clear view of all parties in the courtroom.

- The judge is the symbol of the administration of justice and the judge's bench needs to reflect the dignity and authority of the judiciary. The judge must be able to view and hear all courtroom participants, address all persons in the courtroom, and pass and receive documents from attorneys and the court clerk. The judge should have a clear view of all parties in the courtroom while in both an upright position as well as while reclining in a swivel-back chair.



Judge/Clerk Relationship
Courtesy of HOK

- The size of the bench should be proportionate to the size of the courtroom.

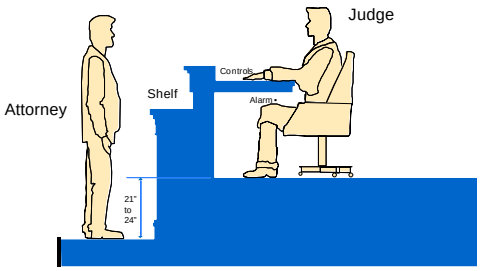
- The bench should be raised at least two risers (14 inches) above the floor. While seated, the judge's eye level should be higher than that of a standing person of average height.

Barrier/Shelf at Judge's Bench, Isle of Wight Courthouse

- If at least six feet of space is allowed behind the judge's desk, the judge can move freely for side-bar conferences, reach for reference books, and easily enter and exit the bench. Space should allow for the future installation of a ramp or lift for wheelchair access.

- In order to shield the judge's work surface and prevent attorneys and others from reading documents of the judge's desk, there should be a barrier, such as an ornamental rail or shelf, along the front of the bench.

- Several drawers should be provided for forms, supplies, and personal items, as well as a book shelf for legal references.



Judge's Bench
Courtesy of HOK

- The bench should be designed to facilitate the transfer of documents and

verbal communication with the court clerk and court reporter, as well as provide clear lines of sight to the witness.

- Benches may either be centered along the back wall of the courtroom (the traditional arrangement) or in the corner. Corner benches, while not favored by many judges offer excellent sightlines and tend to make more efficient use of the courtroom space.

- Each bench should be constructed of, or lined with, a projectile resistant material.

- A silent duress alarm system should be installed in the bench, accessible to and clearly marked for activation, by the judge in case of emergency. Care should be taken to avoid placement where the alarm could be activated accidentally.

- The bench should be located in the courtroom so that the judge approaches the bench from a private entrance off a restricted access passage. A large clock should be mounted on the wall opposite the judge's bench.

- Normal room lighting should be augmented by task lighting located directly above the bench. Lighting controls for the entire courtroom should be located at or near the bench, or clerk's station. Lighting controls should have preset settings.

- A minimum of two quadriplex electrical receptacles, two data jacks, two audio jacks, one phone line, and video display monitor and desktop or laptop computer should be installed at the bench in all courtrooms. All receptacles should be flush-mounted. Most benches will require two display monitors; one for viewing case information and one for viewing evidence presentations.

- The bench should be equipped with a microphone connected to an amplifier controlled by the judge or the clerk.

C. Clerk's Station

A station for the courtroom clerk should be located adjacent to the judge's bench, positioned to provide a clear view of all courtroom activity and equipped with a private writing surface, a telephone, and controls for courtroom lighting, audio amplification systems, and audio recording systems if provided.
The court clerk is responsible for maintaining a record of all court proceedings, checking case files, and recording appropriate case

Courtroom Clerk Workstation, Isle of Wight Courthouse

dispositions. In this capacity, the clerk frequently passes files to and from the judge and requires immediate proximity to the judge.

The clerk's station should be compatible with the style and finishes of the judge's bench and other courtroom furniture.

The clerk should be elevated at least one riser above the courtroom floor in order to provide the clerk with a better view of the courtroom. The height difference between the clerk's station and the judge should not exceed 12". To aid in the transfer of documents a "pass-through" or other millwork solutions may be considered. The clerk's station is located on the same side as the bailiff and near a doorway to the private corridor.

The court clerk's work surface should be large enough to accommodate the case files exhibits, supplies, forms, work papers, and a personal computer with video display monitor and keyboard. Space should also be provided for a silent printer and document scanner. The counter should be approximately 30 inches in depth and about 48 inches in length. Approximately 30 to 40 square feet are required for a single clerk's workstation.

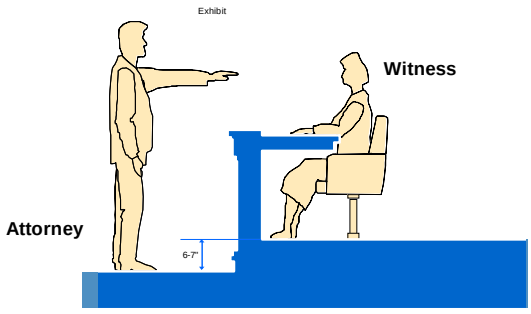
- The court clerk's station should have the same amount of task lighting as the judge's bench.
- There should be sufficient space to install a ramp or lift in the future should the need arise. A ramp must have a slope of no greater than a 1-foot rise over 12 linear feet and cannot rise more than 30 inches without a 5-foot level landing.
- The court clerk's station should have the same duress alarm/intercom system as the judge, providing direct linkage with the central security station.
- Normal room lighting should be augmented by task lighting located directly above the bench.
- An elevated front and/or side on the clerk's station will provide privacy for note taking as well as screening equipment, such as telephone, microphone controls, computer, and printer from public view. The separation will avoid participant distraction and preserve the dignified appearance of the courtroom.
- The clerk also is responsible for exhibits during trials. Sufficient space should be provided for safe storage of these materials during trials. In addition to drawer and shelf space in the clerk's station, an inconspicuous closet should be provided in the courtroom for storing large items during continuing trials.
- Each workstation should have two quadriplex flush-mounted electrical receptacles, one telephone jack, two data jacks for computers and built-in video display monitors. Other equipment includes a silent printer and document scanner.

- The clerk should have a phone with silent ring. The control console for the sound amplification and video recording systems should be located here, along with a microphone connected to a mixer and amplifier controlled by the judge or clerk.

- All controls for video and teleconferencing equipment should be located at the clerk's station.

D. Witness Stand

Each courtroom should have a witness stand clearly visible by the judge, jurors, and litigants. The stand should be equipped with a comfortable chair, a modesty panel, a sound amplification system, and an exhibit display area. A flat panel video display monitor may also be located at the witness stand to allow witnesses to view electronically displayed evidence.



Witness Stand
Courtesy of HOK

The witness, along with the judge, should be the focal point of all courtroom proceedings. It is critical that all courtroom participants clearly hear and see all verbal and nonverbal communication from the witness. Elevating the stand and providing sound amplification facilitates this result, however, placing the witness at floor level eliminates the need to provide a ramp or lift for wheelchair access.

- The witness stand requires 15-20 sq. ft. The location of the witness stand is traditionally next to the judge, but depending upon the configuration of the courtroom a free-standing movable witness stand is permitted.

- The exhibit area for screens, chalkboards or marker boards, and large screen video display monitors should be close to the witness stand and easily viewed by the witness and other courtroom participants. The exhibit area might be located between the witness stand and the jury box for ease of viewing by both the jurors and witness.

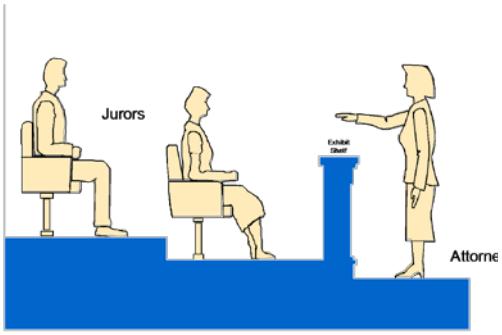
- There should be at least one quadriplex, power outlet and two data jacks for a video display monitor. A microphone should be mounted unobtrusively at the witness stand and be able to receive clearly the testimony of children and soft-spoken witnesses.

- Earphones or other assistive listening devices should be available for hearing impaired witnesses.

E. Jury Box

All circuit courtrooms should include a well lit, jury box sized to accommodate at least 14 jurors.

Jurors perform an important function in the circuit court. Proper placement of the jury box facilitates the juror's ability to observe and follow the proceeding. Writing surfaces may be included for each juror. Protected pathways to and from the courtroom and jury deliberation room reduce public contact with or harassment of jurors. Situating the jury box so jurors can see other participants or spectators, without being too close, reduces opportunities for harassment, distraction, or overhearing attorney-client exchanges. Because jurors may be sitting for long periods, comfortable chairs and a modesty panel should be provided.



Two-Tier Jury Box
Courtesy of HOK

The dimensions should be approximately 8' by 18' and the first row of jurors may be at floor level to permit easy wheelchair access without having to provide a ramp or lift to the jury box. If the first row is raised above the litigation floor, additional space will be required for wheelchair maneuvering and ramps;

- Each juror should have clear lines of sight to the witness stand, the counsel tables, the judge, and the evidence display areas.
- To provide jurors with the best possible view, the rows of seats should be tiered, and there should be ample room between the rows for easy entrance and exit of jurors.
- Jurors should have a direct path to and from restricted access corridors;
- The jurors should have direct access to the jury deliberation room from the courtroom by means of the private circulation system;
- Audio jacks for earphones may be installed at one or two positions for use by the hearing impaired.
- The jury box should be equipped with electrical receptacles and data jacks for the installation flat, panel video display monitors for jurors to view evidence and documents (at least one for every two jurors). A large screen video monitor for viewing evidence is optional. A microphone should be placed near the fore person's position in the jury box.

F. Counsel Tables

Each courtroom should have separate tables for defense and plaintiff (prosecution). Each table should accommodate from two to four persons, including the litigants or defendant. There should be sufficient space for reference books, documents, notes and evidence, and notebook computers.

Counsel tables serve several purposes for attorneys in court: a general workspace for papers, files, and note taking; a place to confer with clients; and a position from which to observe other participants, question the witness, and address the court. To accommodate these varying functions, care must be given to the placement of counsel tables within the litigation area. Counsel tables should be located so that:

- Counsel and client can see and be seen by all other participants;
- Counsel has a clear pathway to the bench, witness stand, jury box, clerk's station, and lectern;
- Conversations between client and counsel will not be overheard by other participants, jurors, or spectators.
- To accommodate cases with large numbers of participants, an additional row of chairs or a bench might be provided behind each table just in front of the rail.
- A minimum of two quadriplex electrical receptacles; two data jacks, one phone line, and two audio jacks should be installed for each table. Space should be allowed for the installation of a personal / notebook computer, monitor. Space for a silent printer and document scanner also may be required.

G. Lectern

Space for a moveable lectern with a microphone should be provided in the courtroom.

The preference of the judges and attorneys will determine the actual use of the lectern. In many recently constructed courthouses the lectern has been developed into a media presentation center with personal computer and electronic presentation system that includes a video camera.

Fairfax County J&DR Courtroom
Lectern with Evidence Display System

Task lighting may be provided at the lectern to aid reading. The lectern should be easily accessible from the attorney tables and should not interfere with the view of the proceedings by the litigants or the jurors.

H. Display Area

Each courtroom should include an area for the display of evidence. This may include a large flat screen video monitor, a built-in white marker board or softboard, x-ray shadow box, or projector screen. All such display equipment should be positioned to allow easy viewing by the witness and all other participants.

By incorporating the majority of the equipment needed for evidence display into the litigation area's design, the confusion and clutter of free-standing units can be avoided. Traffic patterns within the well should be designed to accommodate access to the equipment and the need for additional storage space in the courthouse will be limited. The use of flat panel (and perhaps computer tablets) to view electronically displayed evidence is replacing many of the older display systems and the need to provide space for marker boards and projectors.

I. Bailiff Station

Space should be provided for a bailiff in each courtroom. Due to the varying duties of the bailiff, more than one space may be needed.

The bailiff, or deputy sheriff, is responsible for the security of the courtroom and all participants, maintains order in the courtroom, and removes disruptive persons. The bailiff generally moves about the courtroom but for convenience and comfort a small table with movable swivel chair may be provided. Typical locations include: near the bench, by the defendant, near the jury box, and near the main public entrance.

From each location the bailiff should be able to see the entire courtroom and have easy access to a silent emergency alarm. In planning for specific courtrooms, the judges involved should be consulted. The total area need be no more than 15 square feet.

The bailiff workstation requires at least one quadriplex electrical receptacle; one data jack, one phone line, and one audio jack. The bailiff's station may also have a telephone with a silent ring.

J. Court Reporter Station

Each courtroom should provide a workstation near the bench and witness stand for a court reporter.

Most courts in Virginia make use of contract court reporters and the court reporters provide their own equipment. The configuration of the court reporter's space will be determined by the method of court reporting used:

Steno type – a moveable chair and adequate electrical outlets are required.

Electronic recording – a permanent work station that will accommodate the required recording equipment and space for note taking. Wiring for the sound recording equipment should be incorporated into the courtroom's design.

Computer-aided transcription – a moveable chair, adequate electrical outlets and data jack for computer connection.

Videotaping – camera locations, a permanent work station that will accommodate the required monitoring equipment and conduits for wiring should be incorporated into the courtroom design.

For testimony and proceedings to be recorded accurately, the court reporter should be located adjacent to or in front of the witness stand so that the reporter can clearly view the witness's facial expressions and hear voice testimony. The court reporter should also have an unobstructed view of the entire litigation area. This field of vision should include the judge, witness box, jury box, and attorney's tables.

For a steno-typist or reporter, using computer-aided transcription, being able to hear and be heard by the participants is crucial. When sidebar exchanges occur between the judge and attorneys, the reporter must be able to move quickly into a position to hear and record the remarks.

For electronic recording, proper placement of microphones to pick up each speaker's remarks is crucial. In addition, because log notes indicating the tape counter location of each witness' testimony should be taken, a work surface to accommodate note taking should be provided. If a centralized recording system is used, this task may be performed by the courtroom clerk, thus eliminating the need for a court reporter's station in the courtroom. A central recording and storage room and extensive wiring arrangements would, however, be required.

Although in Virginia, general district and juvenile and domestic relations district courts are not considered "courts of record", these courts also should include court reporter stations in the courtrooms. This is because attorneys may wish to provide their own reporters to make a transcript in some cases.

The court reporter station should have a minimum of four electrical outlets, two data jacks, and two audio jacks. Enough space should be allowed for stenographic equipment and a personal computer. A silent printer in the courtroom may be needed for producing transcripts.

K. Defendant's Station

In courtrooms that will be used for criminal trials, the defendant's station should be located near the entrance to the prisoner holding facilities.

Criminal defendants who are in custody should enter the courtroom from restricted passages connected to the prisoner holding facilities. For the security of the prisoner and those in the courtroom, the distance from this entry to the defense table should be kept to a minimum. The defendant should not pass the jury box, the bench, or through the spectator area en route to the defense table or defendant's station.

If feasible, provision should be made to handle the violent defendant. In larger courthouses with several courtrooms, at least one courtroom might be equipped with a secure holding room adjacent to the courtroom to hold violent prisoners during trials. If provided, this room should be equipped with a security glass window opening onto the courtroom so that the defendant can be observed by the jurors, judge, and other participants. The room should also be wired for a speaker and microphone so that the defendant can hear the proceedings and respond to questions as necessary.

L. Public Gallery and Spectator Seating

A seating area for spectators should be provided in all courtrooms, including juvenile and domestic relations district courts. Courtrooms used for ceremonial purposes will require greater seating capacity. Spectator seating area should be separated from the well (litigation area) area by a railing or other physical barrier.

Because the majority of court proceedings are open to the public, including many juvenile hearings, spectator seating should be provided. The amount of seating will vary depending on the type of courtroom. Decisions about seating capacity should take into consideration the following:

- Use of courtroom for jury impaneling
- Type of activity planned for courtrooms, i.e., criminal courtroom, motions courtroom, regular civil trials, traffic court, juvenile, etc.
- Other public or civic uses

Fixed, pew-type benches allow greater flexibility in seating capacity than individual chairs and reduce courtroom distractions caused by chairs scraping the floor. Auditorium (theater) style seating provides greater comfort and may be more appropriate in courtrooms with longer proceedings.

Approximate Public Seating Capacities by Courtroom Size

Type of Courtroom	Spectators
Large	101-150
Medium	51-100
Small	31-50
Hearing Room	20

IV. GENERAL AND JUVENILE AND DOMESTIC RELATIONS DISTRICT COURTROOMS

District courtrooms have many of the same features and requirements as circuit courtrooms with the exception that district courts are not courts of record and do not have jury trials. They do not, therefore, require jury boxes or adjacent jury deliberation rooms.

Even though they are not courts of record, district courts use audio recording to record the proceedings in the courtroom and private attorneys may on occasion wish to hire a reporter to make a transcript of the proceedings.

When planning and designing new district courtrooms, however, consideration should be given to possible future changes in court jurisdiction and to how the current courtroom may be used in the future. Future flexibility is enhanced by the design of fairly generic courtrooms that can be used for a variety of court functions over the years. This would mean designing district courtrooms that are at least large enough to accommodate a future jury box in case the district courtroom should ever be needed to be used as a circuit courtroom. Future expansion strategies may include the possibility that the district court will vacate the building to an addition or another building and that the current courtrooms be converted to circuit courtrooms.

In most other respects, judges' benches, witness stand, attorney tables, prisoner holding, spectators, and security district court design should follow closely that of circuit courtrooms as described above.

Likewise, district courtrooms will have many of the same technology requirements as do circuit courtrooms. Generally, however, the evidence display needs are not as elaborate in district courts where trials are shorter and usually involve fewer witnesses, and the issues presented are less technical. District courts also make use of audio recording instead of live court reporters to take the record. Most evidence may still be presented using a DVD player or other electronic media, white marker board, or overhead projector.

In many district court proceedings, attorneys and litigants/defendants often stand at the bench. There should be a small shelf incorporated into the bench design where attorneys can place papers and documents. The shelf also helps to prevent attorneys and others from viewing the judge's notes and documents.

While district courts will make use of audio recording to take the record, there may be occasions when a live real-time transpiration is required for the hearing impaired or when private attorneys wish to have a record made. For those occasions, a court reporter station should be located adjacent to, or in front of, the witness stand so that the reporter can clearly view the witness's facial expressions and hear voice testimony. The technology requirements for the court reporter are the same as for a circuit courtroom.

Cases heard in district court are generally shorter than circuit court with less evidence being presented. The space requirements are somewhat less as is the need for electronic equipment at the attorney tables. Nonetheless, courtroom functions may change over the years and planning should consider possible future requirements.

J&DR district court proceedings are often private and less formal than in general district court and circuit court. There are also fewer spectators present in most J&DR proceedings. J&DR courtrooms are generally smaller than other courtrooms and need to seat no more than 30 in the public gallery.

A. Hearing Rooms

In multi-judge courthouses and courthouses with a juvenile and domestic relations district consideration should be given to providing at least one hearing room in which informal hearings may be conducted by judges, commissioners, special justices, or magistrates.

Hearing rooms should be provided for hearing minor infractions or small hearings of a private nature. Hearing rooms are generally informal, private, and require less space. They are particularly well suited to hear private juvenile and domestic matters.

Generally, hearing rooms should meet the same standards for environmental controls and working standards as courtrooms. They should be well-lit, free from outside noise and distractions, and free from obstructions within the room. Because the hearings generally involve fewer people, less public seating is required; generally no more than 10 persons. There should be work tables for each of the parties, and the judge's bench should be slightly elevated (usually one riser is sufficient). If a witness stand, reporter's station, clerk's station, or bailiff's station is required, they should conform to the standards of a regular courtroom. Consideration should be given to using moveable furniture, including the judge's bench.

The same standards as to circulation patterns should be followed. The judge should be able to enter the hearing room from a secure, private corridor. The public and litigants should enter through a separate public entrance. The work area and the public seating area should be separated by a physical barrier. The judge should have complete and unobstructed view of all participants in the room.

A hearing room should accommodate at least 15 people (non-spectators) in the litigation area and seat about 10 spectators. A typical hearing room requires approximately 700 - 940 sq. ft.

Generally, technology requirements of hearing rooms will be similar to that required in courtrooms. Planning should include computers at the bench and clerk's workstation, video conferencing capabilities, and video display monitors to view evidence. Electrical outlets, voice and data jacks should be planned for the bench, clerk's workstation, witness box (if present), and attorney tables.

B. Conference Rooms

Each courthouse should have conference rooms capable of seating four to six persons for the use of attorney's and their clients and the Commonwealth's attorney's office. Large multi-purpose conference rooms seating ten to fifteen persons may be required at other locations in the courthouse for use by judges, the clerk, Sheriff, Commonwealth Attorney, or court administration.

Elsewhere in these guidelines mention has been made for the need for witness waiting rooms and attorney/client conference rooms. This would fulfill many of the needs for conference space needed by attorneys and the Commonwealth's attorney. Juvenile and domestic relations district courts, however, have special needs for conference space where private conferences may occur between parties in child custody, neglect, and other types of sensitive cases.

Larger conference rooms seating ten to twenty persons may be needed in the clerk's offices and the judges' chambers. The judges' conference room may double as a small hearing room and consideration should be given to the use of flexible furnishings. In small courthouses (one or two judges) the law library may also double as a conference space for special meetings or events.

In all cases, the conference rooms should be sound-proofed in order to allow private conversations that cannot be heard from outside the door or through the walls.

Conference rooms should be equipped with adequate electrical outlets and data jacks to permit users with laptop computers to work and access local or wide area computer networks. Larger conference rooms may also be equipped with video conferencing equipment for the purpose of long-distance training or meetings.

C. Witness Waiting Room

Each courtroom should have two witness waiting rooms, located near the courtroom, one for each side in a case.

Witnesses often must spend long periods of time waiting in court to be called to testify, sometimes at extreme inconvenience. They deserve comfortable, secure, and private surroundings. In many older courthouses it is not uncommon for witnesses to

be forced to wait in the courtroom or hallways. Often these accommodations are uncomfortable, lack privacy, and place witnesses in positions where they may be threatened, intimidated, or come into contact with opposing witnesses.

Witness waiting rooms should be provided in all circuit, general district and juvenile and domestic relations district courts.
The need to protect witnesses, particularly in criminal and juvenile cases, is an important consideration in the design of witness waiting areas. Witnesses should not be placed in situations where they can be intimidated by defendants or other individuals. It is also necessary to provide control over witnesses so that they are available to testify when needed.

Attorneys on occasion need to confer in private with witnesses before they are called to testify, and witness waiting rooms also can serve this purpose.

Witnesses are generally excluded from courtroom during the testimony of other witnesses so that they cannot be influenced by contact with other witnesses, or by hearing testimony given by others. Witness rooms should be constructed in a way that isolates the rooms from courtroom sounds and activities, and should be soundproofed.

The rooms should be ventilated and well-lighted, require a minimum of 100 sq. ft., and hold up to four persons.

Witness waiting rooms should be equipped with a telephone jack and electrical outlets so that witnesses might work while waiting (phones might be provided upon request).

D. Attorney-Client Conference Room

Each courtroom should have two rooms for private conferences between attorneys and their clients.

There should be at least two conference rooms for each courtroom. Conference rooms should be required for circuit and juvenile and domestic relations district courtrooms; they should be considered optional for general district courts.

Attorneys need to meet with their clients during the litigation process to discuss matters in private. In many courthouses, these conversations must take place in crowded corridors or even outside on the courthouse steps. Attorneys could use these conference rooms rather than the public areas for their discussions.

In smaller courts, witness waiting rooms or jury deliberation rooms could serve double duty. Conference rooms should be located close to the courtroom and be accessible from public circulation. A common configuration is to have the conference rooms accessed through the courtroom’s entry vestibule.

The minimum space requirement should be approximately 100 sq. ft. The rooms should be soundproofed. The rooms may be equipped with PA speakers so users can hear public announcements.

The room should be equipped with a telephone jack and electrical outlets (phones might be provided upon request). The installation of phone jacks permits the room to be used for some other purpose in the future.

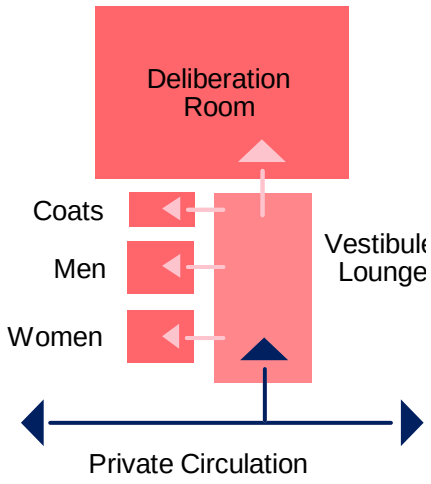
V. JURY OPERATIONS

A. Jury Deliberation Room

Each jury courtroom should have available a jury deliberation room which is accessible by means of the private circulation system.

The jury deliberation room is where jurors confer to reach a verdict. It must protect the privacy of the jurors and their deliberations from outside detection. It should also be free from distractions and outside interference. The jury deliberation room should be sound-proofed, well-ventilated, well lighted, and air conditioned. It should provide visual and acoustical privacy for the jurors. To provide security, the room should not have vented doors or transoms and should not adjoin the attorney conference or witness waiting rooms, because of the possibility of jurors being overheard or overhearing conversations by others. Access to and from the jury room should be barrier-free.

To minimize contact between jurors and outside persons, the jury room should be designed to eliminate the need for jurors to leave the room. A small service area with kitchen counter, sink with running water, and space for a coffee machine should be located within the room. Handicapped accessible toilets for both men and women should be provided. The restrooms should be soundproofed and acoustically separated from the room so that they may be used without embarrassment. The doors should not open directly into the main jury room to preclude jurors having a direct view of the toilet facilities. Restrooms should be designed for use by the handicapped.



Jury Deliberation Suite

Jurors should have strict privacy while deliberating. There should be no contact with the public or other persons. To insure their security, provision should be made for the proper supervision of the jury deliberation room by a bailiff or other court staff person.

There should be a security station outside the jury deliberation room. There should also be a signaling system so jurors are able to notify someone of any special needs or if they have a question.

- The room should hold a conference table that accommodates 14 jurors, have comfortable chairs, and have a blackboard and facilities such as a large video display screen to view video recordings or electronically displayed evidence.

- If the jury deliberation room is located on the ground floor of the courthouse, it should not have windows that would allow someone from outside to look into the room or from which jurors could view demonstrations or persons outside the courthouse. Windows, if any, should be high and should not open onto public areas to prevent persons outside the courthouse from hearing the deliberations.

- In large courthouses with several circuit courtrooms it may not be necessary to have one jury deliberation room for every jury courtroom. It is unlikely that each court would have a jury in deliberation at the same time. A ratio of one jury deliberation room per two or three courtrooms may be sufficient depending upon the frequency of jury trials.

- Smaller courts with infrequent needs for jury deliberation may wish to enlarge the jury deliberation room so that it may also serve as a jury assembly room or other type of conference space.

- Deliberation rooms may need to be equipped with a wall-mounted writing, display, or projection surface.

- Although telephones should not be allowed in jury deliberation rooms, at least one telephone jack should be installed for times when the room is not in use by jurors.


Isle of Wight Courthouse, Jury Assembly Room

- There should be electrical outlets and a data jack connection for a computer and video display monitor to permit the review of transcripts and recorded evidence.

- The space required for a 14-person jury is approximately 265-400 sq. ft. including toilet facilities and vestibule.

B. Jury Assembly

Each circuit court in which a substantial number of jury trials are held should have a jury assembly room.

Jury duty is a public service often performed at great inconvenience to the individual. It is also often the only contact many people will have with the justice system. Prospective jurors should be provided a separate jury assembly room where they may wait and receive orientation in comfort and safety.

In larger jurisdictions where several jury trials may be held on the same day, the size of the jury pool may be large, requiring special facilities to accommodate them. In small and rural courthouses where the number of jury trials is limited (an average of one or two a year), no special facilities may be required other than an enlarged jury deliberation room or large circuit courtroom.

Where the jury assembly room is not needed full-time, the room should be adaptable to other uses such as larger conferences, meetings, or training programs.

Once assembled in the jury assembly room, jurors' movements should be restricted. Prospective jurors should not come into contact with parties in the cases in which they are likely to serve because of the possibility of affecting the juror's ability to view the case objectively. Provisions should be made for their entertainment and comfort. The room may be equipped with a television, comfortable chairs, tables, refreshment center or vending machines, coat closet, and toilets.

- All facilities should be handicapped-accessible. Assistive listening devices should be available for hearing impaired persons.
- Access to the jury assembly room should be barrier-free and access to and from the courtroom from the assembly room should be likewise barrier-free.
- Space should be available for a variety of activities such as receiving orientation, reading, television viewing, using laptop or notebook computers, or listening to music or playing games on electronic devices.
- The room should contain enough chairs to provide a comfortable seat for each prospective juror.
- The orientation area requires theater type seating and should be large enough to seat all prospective jurors. Theater seating requires 8-10 sq. ft per juror.
- A variety of different seating may be provided. Reading and work carrels require 30 to 35 sq. ft. per person; table seating requires 25 sq. ft per person; and casual seating 20 to 25 sq. ft per person. For early planning purposes an average of 15 sq. ft. per prospective juror should be adequate.
- The jury assembly room should be equipped with a large video display or TV to view jury instructions and orientation. Several TV cable outlets might be provided for televisions for use by waiting jurors. Electrical outlets and WiFi may be provided so that jurors with notebook computers, computer tablets, or other electronic devices may work or view entertainment while waiting.

- A reception area is generally needed where jurors check in, receive badges, and store personal belongings. The size of the adjacent workstation should be sufficient for clerks to call jury panels, prepare jury lists, and arrange payment to jurors.

- The rooms should be well ventilated and acoustically treated to lower interior noise and reduce disruptions to adjacent offices.

- Natural light is desirable, although if located on the ground floor, windows should be high to prohibit persons outside from communicating with potential jurors.

- Jury assembly areas are best located on a lower floor of the courthouse; but not in the basement. They should be easily accessible from the main public entrance. For convenience, it is helpful if the assembly room is near the snack bar or vending area, if a vending area is not provided within the jury assembly area.

C. Grand Jury Room

One jury deliberation room in each circuit courthouse should be designed to accommodate grand juries. ln the largest circuit courts in the Commonwealth, where grand juries regularly meet during each term of court, consideration may be given to providing a room dedicated solely to the grand jury's use.

The major responsibility of the grand jury is to determine whether the Commonwealth's Attorney has sufficient evidence on which to prosecute a suspect. The grand jury consists of five to seven individuals and may sit for several days each month. A special grand jury consisting of seven to eleven citizens may be called by the circuit court to investigate criminal activities. They are generally impaneled in the courtroom by the judge, and convene to listen to evidence given by prosecution witnesses. Indictments are usually presented to the judge in open court. Present in the grand jury room are the witness, court reporter, and (at certain times) the prosecuting attorney.

The grand jury room should be a private, secure room, and may be located near the Commonwealth's Attorney's office. All spaces in the room should he acoustically soundproof and should not be located where the public can see or hear the proceedings. Adjacent to the grand jury room, but acoustically private, should be a witness waiting room.

Grand jurors should be comfortable and have the same requirements for secure toilet facilities, refreshments, and environmental controls as petit jurors.

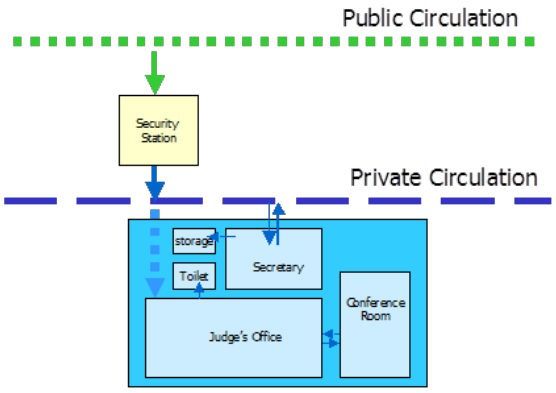
VI. JUDICIAL CHAMBERS

The group of offices provided for the judge and his or her personal staff is referred to as the judge's chambers. Personal staff may include a judicial secretary and/or law clerk. The

location, size, and furnishings of the judge's chambers should reflect the dignity and importance of the judiciary.

There should be a private office for each resident judge in the courthouse.

When not presiding in the courtroom, the judge's work includes legal research, preparation of opinions or judgments, preparation for upcoming hearings and trials, review and study of case files and records, and meetings and conferences with attorneys and court personnel.



Judicial Suite

There should be sufficient space for study, case preparation, and personal library and reference materials. The office also needs to be able to accommodate informal conferences between the judge and attorneys and court staff. Larger conference space may be located outside the judge's office and shared with other judges or offices in the court.

The office should accommodate the judge's desk and work space, files, personal library, an informal conference area for at least four persons, coat storage and a restroom.

Generally, space requirements range from 300-380 sq. ft.

Equipment will include a personal computer with monitor and keyboard, personal computer, a printer, document scanner, and facsimile machine. The judge's office should have two data jacks and at least one phone jack. Future judges' offices may also be equipped for video conferencing.

The judge should be conveniently located to the courtroom and be able to access the courtroom by means of the private circulation system.

It is customary for judicial chambers to be located on a private corridor immediately behind the courtroom(s), although it is permissible to locate several chambers together on a court floor into a collegial suite in an effort to more easily share common support operations.

In some larger urban courthouses, such as Norfolk, the judicial chambers have been located on a separate judicial, or collegial, floor. The advantage of this is that judges can more easily share common resources, increased security, and a single point of public access to the judicial areas.

Keeping the chambers close to the courtrooms allows judges to robe in private before entering the courtroom. During recesses or other breaks in courtroom proceedings the judge also can quickly retire to his or her office to handle other matters and it makes it easier for

judges to hold private conferences with attorneys if the chambers are close to the courtrooms.

There should be a private, secure corridor between the building's judicial entrance and the judges' chambers.

Security is of great concern. Judges should be able to enter and exit the building inconspicuously and should not be required to encounter the public, attorneys, or prisoners being brought to court while entering the courtroom or his or her chambers. The private circulation system should extend from the judicial chambers to the main judicial entrance (usually the judicial parking area).

Judge's Office, Portsmouth J&DR Court

Each judge's chamber should be equipped with a private restroom or the judge should have access to one that is convenient and where public access is restricted.

For security reasons the judge should remain separated from the public. In small older courthouses it may be acceptable for the judge to share a private restroom with court staff. Public access should remain restricted. Generally, 49 - 64 sq. ft. is needed for a private restroom.

Each judicial chambers area should have a secured, controlled entrance from public circulation where attorneys and other visitors can be screened.

There should be an entrance to the judicial chambers area from public circulation so that attorneys and other are able to meet with judges in their chambers. Persons entering the chambers area should be screened and if possible escorted back to the judge's office. This may be done by a bailiff, security officer, or judicial secretary or other staff person. When several judges share one or more secretaries, a central reception area may be used. Access to the judges' chambers from this reception area should be controlled by a security door or monitored by the judge's secretary or security personnel.

Each circuit court judge's chamber should be equipped with space for a judicial secretary.

Not all judges have a judicial secretary, but sufficient space should be allowed for a judicial secretary, if one is provided, for each judge. The secretary's office should be located outside and adjacent to the judge's private office and should also serve as the visitor reception area. It should be large enough to accommodate a desk, computer workstation, video display monitor, printer, document scanner, several filing cabinets, and bookcase or equipment cabinet. Generally 150-200 sq. ft. should be adequate, depending upon the size of the reception area.

Each secretarial, clerk, or law clerk workstation should have at least two quadriplex electrical outlets, two data jacks, and one phone jack.

The judge's office should be soundproofed, adequately heated, cooled, ventilated, and receive natural lighting.

Much of the judge's work requires quiet and a distraction-free environment. Additionally, conversations with other judges, attorneys and litigants regarding pending cases may be confidential. For these reasons the judge's private office should be constructed to be soundproof and relatively quiet. It should not have transoms or vented doors. Normal conversations held within the offices should not be able to be heard by persons seated outside the room.

Environmental controls for the office should be located within the chambers.

Sufficient space should be provided for law clerk and bailiff, if required.

Some courts, particularly larger, urban circuit courts provide law clerks and a bailiff for the judges. A bailiff would require approximately 80-100 sq. ft. for an open workstation located adjacent to the judge's private office, while a law clerk requires space to perform legal research and review case files. A private office of approximately 100-120 sq. ft is required.

Each workstation should have at least two quadruplex electrical outlets, two data jacks, and one phone jack.

VII. COURT REPORTER'S OFFICE

Where court reporters are on the court's payroll, each reporter should have a separate private office in which to transcribe court proceedings and to store equipment.

Most courts in Virginia make use of audio recording systems or free-lance court reporters and offices for a court reporter are generally not included in the courthouse. All circuit court criminal proceedings are recorded, while civil matters are reported at the discretion of the parties. Although the district courts are not "courts of record", some district courts make use of audio recording equipment.

Where court reporters are part of the court's staff, each reporter should have a private office in which to transcribe their notes or tapes and store their equipment. In courts that make use of free-lance reporters, consideration may be given to providing the reporters with space in which to work prior to court and during court recesses. This is optional on the part of the local governing body.

If provided, offices should be located near the courtroom so that the reporter can quickly move back and forth as required. Because the work requires concentration, offices should be soundproofed, and provide a comfortable work environment. Space should be provided for a desk, personal computer with video display monitor and storage cabinets to hold the

reporter's notes or tapes or other storage devices. Each office should be approximately 120-150 sq.

VIII. CLERK OF COURT

Separate clerk's offices serve the circuit and district courts; however the clerks' offices for certain general district and juvenile and domestic relations district courts in Virginia may be combined. The circuit clerk is an elected official while the two district court clerks are appointed state employees of the Virginia judicial system. In smaller jurisdictions the two district court clerks' offices may be combined under a single clerk.

The court clerk's office for each court is accountable for all of the business activities and record keeping functions of that court. Clerks collect all court fees and fines. Circuit Clerks have additional responsibilities beyond those of "clerk of the court," such as maintaining land records, issuing licenses such as marriage licenses and docketing judgments from other courts and appeals from the district court. The number and scope of the functions performed by each clerk's office varies depending on the court's jurisdiction and the size of the clerk's staff. The number of staff may range from two or three to over 100 employees.

Each office should be designed to promote a smooth and efficient work flow. In small offices, staff normally is cross trained to perform several functions, while in larger offices greater specialization is common. Therefore, as the size of the office increases more spatial differentiation between activities is required.

In support of the court's judicial activities the clerk receives and processes pleadings and documents to initiate court cases as well as all subsequent filings in support of on-going litigation.

Circuit court clerks in Virginia also are responsible for non-court related recording functions, such as recording of deeds and issuance of marriage licenses. These records must be received, processed, indexed, and stored securely, while providing convenient public access. More and more court records and documents are being received and stored electronically, requiring deputy clerks to spend more time working with documents using a computer instead of receiving documents at the public counter.

General district courts are high volume courts that process large numbers of traffic and misdemeanor cases, while juvenile and domestic relations district court matters involve children and families, and many of these records are confidential requiring secure locked storage.

Clerks' offices should be in a highly visible location and easily accessed from the building's main public entrance. As a general rule, the clerk should be located on the first floor whenever possible. At the same time, the location of the clerk's office should allow convenient staff access to other areas of the building. When more than one clerk's office is to be located in the courthouse, the office with the greatest volume of traffic should be located nearest the main public entrance.

It is common practice to locate each clerk's office near the court it serves. This makes it easier for the clerks to service the courtrooms and facilitates fine payments after court. Where the clerk may be separated from the courtroom, particularly with the two district court clerks, a special fine payment window that is staffed during court hours may be located adjacent to the courtroom to make it easier for persons to pay their fines before leaving court.

Alternatively it is permissible for all clerks' offices to be located together on the first floor thus providing greater convenience to the public, attorneys, and litigants needing to conduct business with the clerk. Such an arrangement also permits the clerks to share common support functions such as rest rooms and break areas.

Spaces in each clerk's office can be classified as (1) public access, (2) staff-only areas, or (3) controlled public access. Public access areas include the reception and waiting areas and the public counter. The public also requires access to land records, judgments, liens, and other recordings in the circuit clerk's office and to case records in the circuit and general district courts. In the juvenile court, limited public access may be required for access to adult records.

Staff-only areas include staff workstations, some judicial records storage, the exhibit room, computer equipment room, supplies storage; photocopy machine, sorting areas and other behind-the-counter staff work areas and the employee's break room.

Controlled access should be afforded to the clerk's private office and deputy clerks' workstations so that visitors can be received in an orderly and professional manner. Another area requiring controlled access is the probate office in the circuit clerk's office and court case files.

Each clerk's office should have its own controls for heating, cooling, and ventilation systems as well as lighting appropriate for the various work stations.

Zoned heating and cooling systems within a courthouse are important for comfort as well as energy conservation. Energy can be saved when heating or air conditioning is turned down in an idle courtroom, however, work goes on in the clerk's office and the air temperature should be controllable.

Lighting requirements may vary in different parts of the office depending on the type of activity being pursued. Glare should be reduced wherever employees are working at computer terminals or using video display monitors. In areas where the public is reviewing land records and other paper documents maximum lighting is needed.

Acoustics should be designed to mute sound from walking and conversation that could distract workers or researchers.

Carpeting, acoustical ceiling tiles, and wall treatment designed to muffle sound are appropriate for various parts of the clerk's office, particularly in high traffic and equipment areas.

Where the work requires a high degree of concentration and low interaction with other staff members, barriers such as sound-absorbing room dividers may be used. Semi-private offices are another possibility but offer less flexibility in rearranging the office layout as needs change.

A. Public Counters

The public reception or waiting area and the public counter should be highly visible and large enough to accommodate anticipated needs.

The public reception and counter areas is where most business is transacted. The public counter separates the general office area from the public area. The reception or waiting area on the public side of the counter should be large enough to avoid crowding and should be furnished with chairs or benches if waiting periods of five minutes or more are anticipated. Other features might include writing tables if individuals need to prepare forms and provision for public access computer terminals.

On the private side of the counter space is needed for several individual workstations that include a computer, display terminal, printer, scanner, and cash register. Under counter areas can be useful for the storage of forms and supplies used at the counter.

There are generally several counter positions so that more than one person may be served at the same time.


Public Transaction County, Isle of Wight Courthouse

Persons on the public side of the counter usually are standing. Deputy clerks on the private side of the counter may either stand or be seated. A stand up counter is normally 40" high with a 24" wide writing surface. A sit down counter is desk height and useful for interview-type contact when a member of the clerk's staff is receiving information from an individual for various applications and a private setting is unnecessary.

A split-level counter offers an opportunity for staff members to be seated at a work station on the office side and a customer to approach a stand up counter. This arrangement has the potential for improved space utilization and quicker response. This arrangement is also more appropriate where one or more deputy clerks are permanently assigned to work at the public counter.

A decision must be made as to whether the public counter will be open with no barrier or closed with a glass barrier between the public and the deputy clerks. The former design is often preferred by circuit clerks while district clerks often prefer the latter design.

Public Counter, Portsmouth Circuit Clerk

At least one position at the counter should be lowered to allow wheelchair access by the public.

The counter may be located fully within the clerk's office or built into a wall opening on to a public corridor. In the latter case, a secure closure should be installed for non-office hours security.

Each public counter station should be equipped to handle money transactions.

Counter workstations should have the capability of including a computer, video display monitor, document scanner, and printer. Generally it should be assumed that each workstation will require at least two data and one voice line (3 CAT 6 lines), and a minimum of two quadriplex electrical outlets. Specialized workstations may require additional electrical outlets. Because of the heat generated by electrical equipment, steps should be taken to ensure that equipment is cooled. Plans should include room for considerable growth in electrical demand.

In general district courts where fines are imposed on a large number of traffic offenders a semi-secure fine payment area adjacent to the courtroom is often used to ensure that defendants take care of payment arrangements before leaving the courthouse. This payment area reduces the need for security personnel to escort individuals until their transactions are completed.

Judicial and non-judicial records should be reviewed by the public in controlled areas to permit staff monitoring and staff assistance when needed.

In the land records area of the circuit clerk's offices, information storage technologies are rapidly supplanting the need for vast counter areas to review oversized indexes and document books but substantial space is still required for microform readers, reader/ printers and computer terminals and printers to view microfilmed and imaged documents. Even in the most advanced courts, total conversion to new technologies will take time so adequate space for storage of existing books may still be required. Entry and exit to the public records room cannot be strictly controlled but it should be designed so that monitoring can occur as needed and researchers can be offered assistance when necessary.

Review areas for judicial records in all three courts should also be placed to permit staff monitoring in a controlled area.

B. Signage

Signs directing members of the public to various functions of the clerk's office should be of a consistent design and clear in their instructional content.

Appropriate signage can be very helpful both to the public and the staff. Signs can smooth the workflow and lessen the need for interaction with the public. The court customer will more often know where to go for specific court activities and questions seeking direction can be reduced causing fewer staff interruptions.

Signs over the counter will place people at the proper position for various types of transactions with the clerk's office, so there is some likelihood that the staff member approaching the counter will know the nature of the person's business. In busy courts, signs could avoid persons waiting in the wrong line and having to be re-directed to another location.

Temporary, hand written signs should be avoided.

C. Staff Work Spaces

Staff work spaces should be designed with sufficient flexibility to accommodate increases in staff or changes in organizational structure.

The clerk's staff is either engaged in public contact work over the counter or internal administrative functions, which involves document processing, accounting, or telephone communications. Some of the jobs should be done out of public view, such as money counting and confidential case processing. Some tasks require special equipment such as sorting for filing and processing both incoming and outgoing mail. Space requirements are generally estimated at about 48-70 sq. ft. per clerk, excluding public areas. While the Clerk and Chief Deputy Clerks will have private offices all other work positions should be open workstations.

Each clerk of court should be provided a private office.

The size or type of court does not necessarily determine the size or need for a private office for the clerk of court since all clerks generally have a similar scope of responsibility and need to conduct business in private on occasion, although as a Constitutional elected official the circuit clerk may be afforded a slightly larger office similar to that of a judge. The clerk's private office should have a window that permits the clerk to view the staff work areas and the public counter if possible.

Total space needed for the clerk's private office is 180-240 sq. ft. (circuit clerks 300-380 sq. ft.)

In larger courts where the clerk has a private secretary or administrative assistant, a secretarial workstation should be provided that will accommodate several pieces of equipment including a desk, phone, personal computer with video display, and correspondence filing equipment. Approximately 100 sq. ft. is required for the working area and 15 sq. ft. per person for the waiting or reception area.

A semi-private office for supervisory conferences and for dealing with confidential or sensitive matters should be provided for the chief deputy clerk.

A chief deputy clerk is often the line supervisor in the clerk's office. Management effectiveness can be significantly increased with an appropriate office space for this individual. The chief deputy clerk's office may be located adjacent to the clerk of court's office or in another location within the main office complex. Placement may be a function of the size of the office and whether it is envisioned that the clerk's secretary will also serve the chief deputy on a regular basis. The office should be approximately 130-150 sq. ft.

D. Records Storage

Active case files should be located behind the counter within the private areas of the clerk's office where they are readily accessible by deputy clerks.


Records Room, Isle of Wight Courthouse

The size, in filing inches, of the active filing system should be calculated based on the annual quantity of filed material, average active life of cases in each case type, and the clerk's judgment as to how long closed files should be retained in the active system.

Courts are transitioning to electronic case files in Virginia, but paper case files are still in use in many jurisdictions at this time and older cases will still need to be stored. The maximum size of the active filing system for court

case files should be defined based on appropriate calculations and projections. Floor space requirements should be determined based on the use of movable open shelf filing units. Once court cases are closed they may be moved to an inactive records storage area.

It has been traditional for court case files to be stored in a records vault, but with the advent of electronic case files this is no longer necessary. Paper files may be stored in an open area within the clerk's office. Some juvenile court records are confidential and must be secured in locked storage units.

Inactive court records should be stored in an inactive records storage area that affords relatively convenient access.

Inactive records that may not be destroyed should be transferred to storage outside the clerk's office. To maximize space utilization, a system of warehouse-type shelving and one cubic foot records storage boxes is recommended for inactive/closed paper case files awaiting transfer to archives or destruction in accordance with approved court records retention schedules. The less bulky court case indices and related docket sheets or case histories are normally stored for lengthy periods in the clerk's office.

E. Exhibit Storage

Exhibits received by the court as evidence in criminal cases and civil litigation should have their own special, secure storage area.

The storage and eventual return or destruction of exhibits is a responsibility of each clerk of court in Virginia. Exhibits are one-of-a-kind irreplaceable items and should never be loosely stored in office areas or records rooms. The majority of exhibits should be stored in a separate room with highly controlled access. Only exhibits of high value or a sensitive nature such as drugs or weapons need to be stored in a secure vault.

Exhibit rooms should be a minimum of approximately 100 sq. ft. and should be equipped with appropriate shelving for the orderly storage and efficient retrieval of exhibits. Security measures, such as secure doors, no windows, and intrusion alarms, should be provided for exhibit storage areas.

Space for microfilming and microfilm equipment may no longer be required in the clerks' offices.

Microfilm has been the preferred means of storing court documents and records for many years, but with the advent of electronic document imaging the need for microfilming equipment and supplies is no longer required. Space, however, still needs to be provided for existing microfilm and microfilm readers. Also because microfilm is a proven archival medium, electronic images will still be printed to microfilm for long term archival storage.

F. Office Support Spaces

To provide positive inventory control over supplies and equipment required in the clerk's office an appropriately sized and properly equipped supply room should be provided.

Mismanagement of office and equipment supplies leads to theft, waste and abuse. A supply room gives the clerk an element of physical control over supplies. A room of 100-150 sq. ft., depending on the size of the office, with adjustable shelving on three walls should be provided.

A staff lounge and staff restrooms for work breaks and lunch should be provided within or near the clerk's office.

Court staff is constantly under the watchful eye of the public and deserve a place to retreat on breaks and during lunch. Size, furnishings, and equipment will depend on the office location and staff size. A minimum of 120 sq. ft, or 20 sq. ft per person, is desirable. It also is desirable for the break room to be equipped with a small counter, kitchen sink, refrigerator, and microwave, and overheard cabinets. Other equipment in the break room normally includes a coffee maker.

Depending upon the organization of the courthouse there may be an opportunity for different offices to share a break room.

G. Technology Considerations

Automated case management, electronic case filing, document imaging, and the use of electronic media for the payment of fees and fines are all becoming common place, therefore offices need adequate electrical receptacles and wiring for both voice and data at each workstation, the public counter, and records rooms.

Other equipment include personal computers, facsimile machines, printers, photocopiers, document scanners, imaging work stations, and file servers. Each workstation, including those at the public counter, requires two quadriplex electrical outlets, two data jacks, and one phone jack. Each public counter workstation also should have space to install a document scanner and printer.

Public-access computer workstations should be available at the public counter for review of case management information. The records rooms will require public access document imaging terminals for viewing land records, liens, judgments, and court files. At some future date, imaged court records may be available through an on-line service provider or the internet, reducing the amount of space needed for on-site research, and reducing the number of on-site, public access computer workstations required.

Wiring, power supply, HVAC, and acoustical designs for a computer or file server room and photocopy room should meet individual equipment and systems specifications. General lighting should be provided. Humidity and temperature should be controlled according to equipment manufacturer's requirements.

A separate room is not required for imaging workstations. Space, however, should be planned for document imaging workstations and hookups should be provided for the eventual installation of public access imaging terminals for viewing imaged documents.

A special environmentally controlled room should be provided to house servers and other computer equipment serving the courts.

Separate telecommunications and computer rooms need to be provided in the courthouse to serve the courts, clerks, and other offices located in the building. The room will contain all of the termination equipment for the building telecommunications systems, and computer servers for the various computer networks in the building. If the court and other offices have separate computer networks, the room will need to be partitioned for the different servers. The room must be equipped with a secure lock, card reader, or keypad to limit entrance to authorized persons.

The telecommunications/computer server room should have controlled temperature and humidity. A/C units should be on emergency generated power and should be independent from the building air. For security and temperature reasons the room should be located away from outside windows and doors and should not be located in the basement to avoid possible flooding or water damage.

All equipment should be protected from power surges and brown outs with the installation of power conditioning equipment and an uninterruptible power supply (UPS) located in the building. The electrical feed for the computer room should be isolated, including neutral and ground, from the rest of the building's electrical system.

IX. COMMONWEALTH ATTORNEY

Space may be made available in each courthouse to accommodate the Commonwealth's attorney's office.

The Commonwealth's Attorney prosecutes criminal cases in all three courts and assists victims and prosecution witnesses appearing in court. Offices must accommodate prosecuting attorneys and staff, visiting private attorneys, witnesses and victims, law enforcement officers, and the general public.

While it is not essential for the prosecutor to be located in the courthouse, it is fairly common and should be accommodated if at all possible. If located outside the courthouse, it

is important that the Commonwealth's Attorney have offices near the courthouse, because of the necessity for the prosecutor to be present in court for long periods and to have access to court records and personnel.

Because only a small portion of the work occurs in the courtroom, the Commonwealth's Attorney requires a great deal of flexibility and variety in the kinds of space needed.

The offices should project an image compatible with that of a private law firm. The Commonwealth Attorney's private office should be comparable to that of the judges and reflect the prosecutor's status and importance in the judicial system and as a Constitutional Officer.

In addition to the general office activities, prosecutors need to be able to interview witnesses, police officers and victims, conduct legal research, maintain case files, store evidence, conduct investigations, and prepare written reports and documents. These activities require waiting areas, interview rooms, records and evidence storage areas, clerical offices, attorney private offices, conference rooms, library, trial preparation room, mail and work room, supply storage, staff lounge, and forensic services.

Attorneys should have private offices that accommodate two to three visitors and are located in areas removed from the noise and circulation traffic of the main office. A typical attorney office should be 120-140 square feet. Law clerks or interns may use semi-private offices.

In smaller offices the library and conference room may be combined and this may also serve as a trial preparation room. Larger, busier offices may need separate trial preparation rooms. Also most interviews may take place in the attorney's private office, but in larger jurisdictions separate interview rooms may be needed that can accommodate 6-8 persons. Additional spaces include file and storage areas, records review area, photocopy and work room, supply and equipment storage, evidence storage, and a staff break area and restrooms.


City of Portsmouth, Commonwealth Attorney Reception Window

Because of the need to interview victims and witnesses while conducting an investigation, the reception area should be directly accessible from the public areas of the building. The Commonwealth's Attorney's office should have access to the courtrooms, law library, and the clerks' offices by means of the public circulation system. Within the offices there should be a semi-private circulation pattern connecting spaces used by the attorneys and staff.

A special need of the Commonwealth's Attorney is secure storage of evidence. It is critical to effective prosecution that evidence be stored in tamper-proof areas. Access to evidence storage areas should be restricted, and storage areas should be equipped with metal shelving and tamper-proof doors with locks.

When the Commonwealth's Attorney is located outside the courthouse, a work or field office may be provided in the courthouse for the convenience of attorneys while in the courthouse. Such "field" office should be equipped with a desk, chairs, and work table.

- Attorneys require personal computer workstations with video display monitors, printers, and document scanner. It is anticipated that attorneys will be connected to an office LAN with access to legal data bases, court case management systems, and offender and criminal history data bases. Each attorney's work area requires two quadriplex electrical outlets, one phone and two data jacks. The attorney's private office requires normal electrical supply and normal room lighting with task lighting at the workstation.

- The Commonwealth's Attorney requires a secure room in which to locate a computer terminal connection to the State Police criminal data base.

- The office also will require other shared equipment including facsimile machines, photocopiers, shredders, and video conferencing equipment. (Attorneys may eventually have desktop videoconferencing capability.)

- The Commonwealth's Attorney's Office should have a separate and readily identifiable public entry from public circulation.

- There should be a small reception area with chairs for persons to wait. There should be a secure reception window where visitors may be received. Entry to the Office should be by means of a secure entrance controlled by the receptionist.

- The general office area will be separated from the visitor waiting area by a secure entry vestibule and public reception counter.

- The Commonwealth's Attorney's Office must not be located near the Judges' chambers in order to avoid concerns about a close relationship between judges and prosecutors.

- It is desirable that the Commonwealth's Attorney's Office be accessible from the main entrance for after hours and weekend use.

- Assistant Commonwealth's Attorney offices should be lockable and have blinds covering any windows or sidelights.

X. PRISONER HOLDING AND TRANSPORTATION

Every courthouse in which criminal trials are held, or in which in-custody defendants appear in court, should have prisoner holding facilities.

Isle of Wight Courthouse, Holding Area Control Room

Prisoners awaiting a hearing or trial should be kept apart from the public and spectators in the courtroom. There should be a secure holding facility within the courthouse in which to temporarily hold in-custody defendants and witnesses while they wait the start of court or their hearing.

Common practice is to have a central holding area normally located in the basement of the courthouse and adjacent to the vehicular sally port where in-custody defendants can be processed and held before and after their court appearance. This is generally supplemented with temporary holding cells immediately adjacent to each courtroom. In small courthouses with only one or two courtroom it may not be necessary to have both the central holding and courtroom holding areas. The need for holding cells and their capacity should be determined at the time of planning and be based upon actual utilization.

Where prisoners must be transported from the jail or other detention center to the courthouse by vehicle, there should be a sally port for the delivery of prisoners. In communities where the jail is adjacent to the courthouse prisoners may be brought to the courthouse by means of a secure walkway or tunnel.

A. Vehicular Sally Port

The courthouse should have a secure vehicular sally port for the secure transfer of in-custody persons to and from transport vehicles.

The sally port should be sized to hold at least one transport van. In larger jurisdictions where multiple vans (buses) may be used, the sally port should be sized to hold at least two vehicles. It should be located within the Sheriff's secure parking area and have a security gate. It needs to be well ventilated and lighted.

A drive through sally port is preferred in order to eliminate the need for a turnaround area, but where this is not possible space for vehicle turn around is needed. Courthouses with a direct connection to a jail may not require a separate sally port if detainees coming to court from other facilities are able to be processed through the jail.

In-custody detainees should enter the building's central holding area directly from the sally port.

B. Central Prisoner Holding

There should be a central holding facility for the temporary holding of in-custody defendants and witnesses appearing in court.

In-custody defendants and witnesses need to be separated from the public while maintaining their safety and constitutional rights. Prisoner detention facilities increase the efficiency of the courts by allowing in-custody persons to be located close to the courtroom at the scheduled time of appearance.

All but the smallest courthouse should have a central holding area located on the ground floor or basement of the building to service all courts within the building.

The central holding area should consist of the following elements: holding cells for adult males and females; holding cells for juvenile males and females; a control center to monitor and control in-custody movement; entry vestibule at the entrance from the vehicular sally port; a processing and transfer area or room; staff offices; staff toilets; elevators to the court floors; elevator lobby; equipment room; and attorney / client visitation booths for attorneys to meet privately with clients prior to court. Additional space may include an area for photo ID and fingerprinting of individuals taken into custody in the courthouse.

The number and type of cells should be determined during the planning phases of the project and will depend upon the number of prisoners during peak hours.


Isle of Wight Court Floor Holding Cell

Sight and sound separation needs to be maintained between males and females, and adults and juveniles.

The building's central control center may also be located in this area, either as part of the holding control room or as a separate facility adjacent to the holding area.

The holding area control center monitors the operations all movement of prisoners and controls access to the holding cells. The officer(s) staffing the station should have a direct view into the holding cells or have visibility through CCTV monitors and should be able to see and control all entrances and exits. The control station should be

secured from unauthorized entry and should include a dedicated staff toilet. Intercoms and CCTV cameras should be located at all doors.

All cells should have their own toilet facility. This eliminates the need for security officers to escort prisoners to and from toilets.

Drains are necessary in any cell with toilets. Drains for sinks and toilets should be large enough so that they cannot be easily blocked. A modesty panel should be provided around the cell toilets to maintain proper privacy.

Toilets and drains should be installed along a wall on the corridor side of the holding facility or along an accessible service duct so that repairs can be made from the outside.

The holding cells should have solid ceilings.

Sufficient transfer areas for moving in-custody individuals should be provided near the sally port entrance as well as the secure elevators.

Corridors should be wide enough to prohibit detainees from grabbing officers and to allow adequate two-way passage and prohibit the transfer of contraband from one prisoner to another.

Attorney/client interview booths should be provided at the central holding area. These booths should be divided with appropriate security glazing to separate the parties. Attorneys should not have to enter the holding areas to enter the conference booth. The booths should have a paper pass to permit the signing of any documents. The number of such booths will depend upon the number of courtrooms and the number of in-custody defendants.

Lighting fixtures and ventilation registers should be secured in place to prevent their removal and use as weapons. The cells should be equipped with vandal-resistant furniture.

A minimum of 100 sq. ft. should be allowed for up to four prisoners. Additional prisoners require an additional 15-20 sq. ft. each. Individual cells should be 70 sq. ft. It is extremely important that holding areas be soundproofed.

All prisoner areas should be accessible to persons with disabilities.

Holding cells should conform to appropriate state and American Correctional Association standards for lighting, ventilation, heating, and cooling in short-term holding and detention facilities.

C. Court Floor Holding Areas

In larger courthouses, separate prisoner holding cells should be located adjacent to the courtrooms in addition to the central holding facility located adjacent to the secured prisoner entrance to the courthouse.

Court floor holding facilities are best located between pairs of courtrooms and serviced by a dedicated prisoner elevator that transports prisoners to and from the central holding area or prisoner entrance.

The court floor holding area should consist of a security officer's station, holding cells, and entrance vestibule in front of the elevator, and, if possible, a attorney/prisoner interview booth. The security station need not be enclosed and should provide the security officer with direct visibility to all areas.

There should be separate holding cells for men and women with sight and sound separation. Also if juveniles are to be held on a court floor holding area that may also contain adults at the same time, sight and sound separation needs to be maintained.

All cells should be well-lit and ventilated. Lighting fixtures and ventilation registers should be secured in place to prevent their removal and use as weapons. Cells should be equipped with vandal-resistant furniture.

A minimum of 100 sq. ft. should be allowed for up to four prisoners. Additional prisoners require an additional 15-20 sq. ft. each. Individual cells should be 70 sq. ft.

It is not unusual for in-custody defendants to attempt to disrupt court proceedings by shouting insults, using abusive language, banging on walls, or flushing toilets. Such noise from court floor-holding cells disrupts court proceedings, causes embarrassment, and intimidates witnesses or jurors. It is critical that the holding area be soundproofed so that no sound from the holding area is heard in the courtroom.

Some other means of egress from the court floor holding area should be planned in the event of power failures or the breakdown of the elevator. In emergency situations it may be permissible to escort in-custody individuals through private corridors if staff or judges are not present.

D. Juvenile Holding Facility

Every juvenile and domestic relations court should be equipped with temporary holding facilities for juveniles and adults.

Juvenile and domestic relations district courts handle a wide range of juvenile and family cases involving violent and sometimes dangerous juveniles and adults, as well as abused, neglected, and other non-violent juveniles. Each court needs facilities that can accommodate a wide range of types of juvenile offenders while awaiting hearing or trial. Additionally, in-custody adults may be called upon to testify on occasion, and

separate holding areas need to be provided with sight and sound separation from that used by juveniles.

All juvenile courts should have a private holding area that is out of the public's view, and separate from adult offenders. Non-violent juveniles should be separated from violent and dangerous juvenile offenders and may be kept in a non-secure setting. Non-secure holding areas should be furnished to minimize stress, be located near the courtroom, and have private toilet facilities. They may be furnished with tables and chairs and may double as client interview rooms.

Violent and potentially dangerous juveniles require secure facilities with secure doors and windows, although the room should not be made to look like an adult holding cell.

Secure detention holding facilities should be equipped with vandal-proof furnishings. Provision should be made for constant supervision by court staff. In larger courthouses, particularly where the caseload warrants a separate juvenile court facility, separate facilities for boys and girls should be provided.

In courts where there is seldom a need to handle violent/dangerous juveniles, the construction of secure holding facilities may still be needed for adult defendants who appear in juvenile and domestic relations court.

A minimum of 100 sq. ft. should be allowed. Additional juveniles will require an additional 15-20 sq. ft. each. Individual cells should be 70 sq. ft.

XI. MAGISTRATES

Magistrates are part of the Virginia Judicial System and should be provided a private office, and a public hearing space equipped to handle small hearings involving 3-4 people.

Since 1974, the principal function of the magistrate in the Virginia judicial system has been to provide an independent, unbiased review of complaints brought by police officers, sheriffs, deputies, and citizens. In each city and county in Virginia, the position of the magistrate represents a key point of interface between the judicial system and the citizenry.

Magistrates perform work that is highly interactive, as well as paper and procedure-intensive. The work involves conducting judicial hearings in response to requests from law enforcement officials, privately employed security guards, and citizens. These judicial hearings may be conducted in the presence of both the complainant and the accused as well as by video conference. Magistrates conduct interviews with complaining parties, the accused, and other appropriate persons to obtain the facts necessary to establish probable cause or to determine bond or other terms of release. Magistrates must maintain order and proper decorum, administer oaths, define issues, interpret and explain pertinent laws, take testimony, question parties, and issue legal processes.

Magistrates are called upon to determine whether there is probable cause to charge a person with a crime and, if so, whether that person's liberty should be denied -- taking into account such factors as the evidence brought before them, the seriousness of the accusation, and the potential danger to society or to the accused. These determinations may be conducted at the magistrate's window with the arrestee on site or by video conference with the arrestee located at a remote site such as a jail or police station

In addition, magistrates provide general information on criminal processes and procedures.

In 2008, the Code of Virginia was amended and supervisory authority of the magistrate system shifted from the Chief Circuit court judge in each Circuit to the Executive Secretary of the Supreme Court of Virginia. This included the elimination of all part-time and on-call magistrates, an increase in educational standards and training, and a management system to include a Magistrate Regional Supervisor in each region. Each chief magistrate appointed after July 1, 2008 is required to be a member in good standing of the Virginia State Bar.

Virginia is divided into eight magisterial regions comprised of between three and five judicial districts. A chief magistrate supervises the magistrates serving within each judicial district. Each region has a regional magistrate supervisor who provides direct supervision to the chief magistrates.

Each magistrate is authorized to exercise his or her powers throughout the magisterial region for which he or she is appointed. Magistrates provide services on an around-the-clock basis, seven days a week, hearing complaints and taking testimony in person and through videoconferencing systems.

The Code of Virginia provides that each county and city is to provide suitable quarters for appointed magistrates. Magistrates' quarters should be located in a public facility and be appropriate to conduct the affairs of a judicial officer as well as provide convenient access to the public and law-enforcement officers. The county or city is to provide all furniture and other equipment necessary for the efficient operation of the office. Some counties and cities have established more than one magistrate's office to best serve their localities.

Magistrates may be located in the courthouse but are often located within the local police station, Sheriff's office, or jail. Regardless of the location the magistrate should be provided a private office and a separate public hearing space equipped to hear testimony and complaints from as many as 3-4 people. The design for a magistrate's office should present a dignified and judicial appearance to conform to traditional images of justice.

The Magistrate is a judicial officer and the office should be clearly identified as an office of the court and not part of the Sheriff or police department. The Magistrate's office should be conveniently located near an outside entrance to the building with convenient and separate public and law enforcement access that is accessible 24 hours a day, without having uncontrolled access to the rest of the building.

Each office should have a small public waiting area with seating for 5 – 6 persons. The office should be divided into a public area and a private work area separated by a barrier such as a counter, large desk, or security type window. There should be a small holding area, or access to a holding area, adjacent to the public area, where in-custody detainees can be held. If located in the courthouse, the office should have access to the courthouse's prisoner circulation system.

The office should be equipped with duress alarms that sound at the building's main security station. After hours it should sound at the main dispatch office of the Sheriff or local police department. A video surveillance camera should also be installed to cover the main public room and holding area. The camera should be viewable at the magistrate's office and the main security office.

For reasons of security, separate reserved, but unmarked parking areas, including spaces near private entrances, should be provided. If the magistrate is located in the courthouse the magistrate should receive secure parking with the judges.

A small safe is useful for purposes of securing cash that is transacted by way of cash bonds and prepayments, etc.

A private bathroom and small kitchenette or break area should be provided to those magistrate's offices that are staffed around the clock. Other spaces include a supply closet to house forms and office supplies and file storage space.

All workstations should be equipped with two quadriplex electrical outlets, at least two data lines, and one phone line. Each workstation should be capable of handling video conferences. Other office equipment will include a desk and chair, file cabinet, book shelves, a personal computer with video display monitor and keyboard, printers, photocopier, document scanner, fax machine, and document shredder.

Chief magistrates have the same powers as do other magistrates but are also responsible for the supervision and administrative operation of the districts' magistrates. Chief magistrates normally need a private office separated from the main public office for conducting private discussions with magistrates, governmental officials, and citizens. The chief magistrate's private office should be furnished with a desk and chair, side chairs for guests, filing cabinets for personnel and administrative records, bookshelves for storage of various manuals and the Code of Virginia, and a credenza.

Any new construction or renovations for magistrate's offices should be done in consultation with the chief magistrate, magistrate regional supervisor and the magistrate IT department.

Office space may also be needed for each magistrate regional supervisor at a location within each region.

XII. SPECIAL SERVICES AND RELATED JUSTICE AGENCIES

A. Probation and Court Services

Space may be provided within the courthouse if probation and juvenile Court Services wish to be located within the building. Inclusion of either probation or juvenile court services within the courthouse is optional.

In Virginia, court services offices handle juvenile and domestic relations cases, including the intake procedures for the juvenile court. If located in the courthouse, court services should be located so that they are easily accessible from the building's main public entrance. There should be a public waiting area, which is supervised by a receptionist and provides a comfortable and pleasant non-threatening environment.

Other requirements include private interview rooms, private offices for court services staff, a small conference room, and records storage rooms. Public restrooms should be available; staff should have separate private toilet facilities.

The requirements for probation offices are generally the same as for juvenile court services.

Staff offices should be centrally located with access to the records room and interview rooms. They should be acoustically soundproofed and may double as interview rooms. If staff are going to use their private office to conduct interview the offices should be enlarge slightly to accommodate several persons and for safety reasons.

Space requirements measure approximately 120-140 sq. ft. for intake and private offices, 130-150 sq. ft. for a supervisor's office, and 200-300 sq. ft. for a conference room. Interview rooms should allow 100-120 sq. ft.

Each office work area requires two quadriplex electrical outlets, a phone jack and two data jacks. Private offices require normal electrical supply and normal room lighting with task lighting at the workstation. The office also will require other shared equipment including facsimile machines, photocopiers, shredders, and video conferencing equipment.

B. Attorney Lounge

In large multi-judge courts, consideration may be given to providing a lounge for the exclusive use of trial attorneys.

An area or lounge for the use of attorneys while waiting for trials to begin or between hearings is a useful convenience for members of the bar. The lounge should not, however, become a substitute for a client/witness interview room which should be located elsewhere. Also it should not become a replacement office for the attorneys. It

should be used for group meetings, conferences with colleagues, making telephone calls, and for reading, reviewing case materials, or writing.

The presence of an attorney lounge indirectly benefits the court because attorneys are more likely to remain in the courthouse between hearings or during recesses, where they are available when needed in court. It also prevents attorneys from waiting in clerical or other areas where they may interrupt the work of the court and its staff.

The lounge should be located near the courtrooms and should be accessible to the law library. A paging system may be installed to notify attorneys when they are needed in court.

The room should be furnished with lounge-type furnishings, such as sofas and chairs, and work tables.

C. Law Library

A law library located in the courthouse is optional. If provided it should be conveniently located to all users, particularly judges and law clerks. A public law library may also be part of a self-help center serving pro se litigants.


Law Library and Conference Room, Colonial Heights Courthouse

Once prevalent in all courthouses, law libraries are becoming smaller and less utilized with the advent of online legal research capabilities and the availability of legal references on CD or other electronic media. Where present, law libraries are used by judges and private attorneys, and by the general public seeking to represent themselves in court. While some courts have an organized law library, many courts maintain several separate collections of legal reference books. Judges often have their own reference collections in their chambers, the Commonwealth's Attorney may have its own, and in some cases the clerks may maintain some reference materials.

Even with a central library collection, each judge should have a minimum set of reference materials in chambers. Today, most legal references are available on-line or on compact disk, so that judges can have easy access to a sizable library in their own offices.

The library should be conveniently located to all users and located where court staff can easily supervise its use. Where significant after hours use of the library is anticipated, it should be designed with a separate after hours entrance and arrangements made for after hours security.

It should have a quiet environment. It should not be stuffy or hot, nor should there be noisy air conditioners or drafts. The library should be soundproofed to prevent outside noises from distracting users. Natural lighting is highly desirable where possible; overhead lighting should be glare-free. Adequate work surface is important.

Free-standing bookstacks give maximum flexibility. The units should have adjustable shelves and space between stacks should be 36". Because of the weight of the books and other holdings, consideration should be given to the location of the library, particularly when renovating older court facilities or in the construction of larger court facilities with a large law library.

Large libraries in multi-judge courts may require a full-time librarian, and separate private office space should be located within the library for the librarian. Also, libraries should have space for microfilm reading and storage, and a photocopy machine. All libraries should be designed with facilities for computer terminals for viewing imaged documents and references. Occasionally, especially in smaller courthouses, the library may double as a conference room as long as the activities do not interfere with normal library use.

All librarian work stations and reading carrels should be equipped with two quadriplex electrical outlets, and two data jacks. Locations for printers, fax machine, document scanner, and other office equipment are needed and should be located so as not to disturb users.

For additional standards governing county law libraries, see American Association of Law Libraries' Standards for County Law Libraries (American Association of Law Libraries, 53 West Jackson Boulevard, Chicago, IL 60604).

D. Victim Witness

Many jurisdictions have a victim witness program to assist and aide victims who come to testify in court. These programs are part of the Commonwealth's Attorney's Office. Depending upon the size of the court and number of victims/witnesses the space needs vary from one or two rooms where witnesses may wait to testify to more elaborate accommodations that include staff offices, interview rooms, child waiting rooms, and perhaps video conferencing equipment for remote testimony.

The entrance to the victim/witness offices should be separate from that of the Commonwealth's Attorney.

Staff/counselors should have a private office. In small jurisdictions staff may interview witnesses in their offices, while in busier courts separate interview rooms may be required.

Waiting rooms with comfortable chairs should be provided as witnesses may have to wait long hours before testifying.

Provisions may be needed for remote video conferencing to allow vulnerable or child witnesses to testify by video.

The victim/witness offices should be located in a quieter area of the building where victims can feel safe from public observation.

The victim/witness offices must have convenient access to the courtrooms, but preferably not be on the main traffic flow.

Access to the victim/witness offices should be through an entry vestibule. A reception counter with secure glazing will allow staff to control visitor access into the office and waiting area with a door release button and card access for staff.

The victim/witness office space must provide a comfortable and secure environment for witnesses to wait until their case is heard. The layout should prevent visibility into the visitor and child waiting areas from the entry vestibule.

Internal washrooms for clients and a staff washroom are desirable.

E. Interpreters and Services for Limited English Proficiency

There should be clearly displayed signage as soon as one enters a courthouse to indicate the availability of free language access services. It is desirable for this message to appear in English and also in any language for which there are at least 1000 individuals served by the courthouse within a one year period (to the degree that each language possesses a written component).

Additional signage is useful for those with limited English proficiency (LEP). In particular, this verbiage may be functional rather than tied to specific court terminology. So, rather than identifying a “Docket,” a sign may be more useful for someone with LEP if it were to send the message, “Verify case information here." All signs should be reviewed for accuracy on a regular basis as offices and functions may shift locations within a courthouse, and the signs should contain the English equivalent in addition to its translation. In no event should signs be updated in English, without its translated equivalent being updated as well. Courts should especially consider multilingual signs to identify important locations for post-court obligations (i.e. fine paying station). Signs can and should rely on images whenever possible, given the fact that any individual without visual impairment can understand them, regardless of language proficiency. Many courts currently use such image

signs to specify items that are forbidden within a court building, to advertise the existence of a non-smoking policy, and to identify the locations of male and female restrooms.

Information desks, along with translations of printed maps, forms, checklists, and brochures, located in courthouse lobbies offer assistance to those with LEP. An individual self-service computer kiosk with a translated application (e.g. I-Can!) can also assist those with LEP when completing court forms that are suitable for filing in court. However, despite a court's attempts to make written target language materials available for those with LEP, the existence of these written options should not be considered sufficient to ensure meaningful communication with someone with LEP, as the meaning may not have been conveyed adequately.

Interpreters and Equipment

All public transaction counters (windows) such as at the clerks' offices should have an expanded service area where an in-person interpreter may facilitate the transaction between the court staff person and the individual with LEP. This is of particular importance when court staff is reliant on the use of over-the-phone interpreters during these transactions, as there may be significant noise disruption to the rest of the office.

Interpreting equipment, either infrared (line-of-sight, installed within a particular location), wired (within a courtroom, to either wired or wireless headsets) or radio frequency (portable, rechargeable), should be made readily available in areas that frequently use in-person interpreters. If the equipment is utilized by anyone other than a staff interpreter, it should be signed in and out in a similar fashion as that interpreter signs in or out on an assignment log. In-person interpreters also benefit from the use of microphones (to include areas such as the judge's bench, witness stand, and defense/prosecutor's tables).

Currently, many courts have access to video units. These offer an exciting option for courts to benefit from the visual component of an in-person interpreter and an expanded pool of language interpreting resources beyond the court's immediate geographic area. A court may be required to facilitate the use of interpreters for a more private interview than that which would occur openly within a courtroom. While this consideration is important in designing meeting space for attorneys and LEP clients when utilizing the services of an in-person interpreter within the courthouse, it is especially important when deciding where to permanently fix a video unit for video remote interpreters, or where to make a speakerphone available for over-the-phone interpreters. One option that might address the need for more private exchanges may be to utilize an existing meeting space and a portable speakerphone or a courthouse's Wi-Fi and a portable tablet-style computer as a video remote interpreting unit.

F. Pro Se Litigants/Self – represented Litigants

Both general district and juvenile district courts have a large number of persons who are either unable to afford a lawyer or who choose not to hire counsel to represent them. These citizens desire and need detailed information and assistance with the tasks of handling their affairs on a pro se basis. Their requests constitute a major demand upon the resources of the courts and consume the time of both clerks and judges as they try to address pro se litigant needs. Having a location in the courthouse where pro se individuals may find and study information on the judicial process and the legal issues surrounding their case is a benefit to both the pro se litigants as well as the court. The inclusion of such a space is optional but it might be located near or within the clerk's office. It should be readily accessible from the main public corridor. It should be furnished with work tables, public access terminals, court forms, and instructions. It should be viewable from the clerk's office so that the deputy clerks may monitor its use. An alternate location is the law library if one is to be provided in the courthouse.

G. Press and News Media Accommodations

In many multi-judge courts, some accommodation for the day-to-day activities of the press is desirable, and should be located in an area outside the courtroom.

With the exception of some juvenile and adoption matters, nearly all court proceedings are open to the public and the press. While the number of reporters in small communities probably would not be sufficient to warrant separate facilities, in larger courthouses with very active trial schedules the number of reporters may be considerable. Providing space in which they may conduct interviews and work on notes would relieve congestion in the public corridors, helping to make the court less crowded and noisy. Even in smaller courthouses where a separate room may not be practical, an area of the public space might be made to serve the needs of the occasional reporter or television news team.

The media room should be equipped with phone lines, and if video recording is present in courtrooms with video feeds connected to the courtrooms, with feed capability to mobile radio and television trucks and equipment. The room also should be furnished with tables and chairs adequate for working, and perhaps storage and work space for audio equipment, cameras and photographic equipment, and television video equipment. Because the public access is not a critical concern, the location of the press room can be very flexible. Although it should be convenient to courtrooms and external exits to the building, it also should not require the press to pass through restricted or secure areas of the building. Space requirements should not be great, but should probably accommodate one person per local newspaper plus extra room for television reporters. Twenty to twenty-five sq. ft. per reporter is sufficient. There should be adequate acoustical insulation to provide a quiet environment in which to work, as well as to insulate adjacent offices or courtrooms from any typing noise or conversations.

H. Police Waiting/ Workroom

On busy court days such as when traffic court is held large numbers of police officers may be in the courthouse waiting to testify. By providing officers with a designated area outside the public corridors where they may wait while being readily available, rather than waiting in other court offices or the courtroom, helps to reduce the congestion in the corridors. Here, they may complete reports, review testimony, make phone calls, converse, and relax before their court appearance or during recesses.

The size of the waiting area will depend upon the number of officers present in the courthouse on the typical court day. Planning should consider at least 25 square feet per officer. The workroom should be located near the courtrooms and be readily accessible from the public corridor. The workroom should be furnished similarly to the attorney lounge, with sofas, chairs, worktables, and telephones.

XIII. PUBLIC SERVICES

A. Lobby

There should be a covered area outside the main entrance to provide protection from rain and snow for people waiting to enter the courthouse.

The main entry should be configured to allow visitors and staff to enter through a dedicated entry door. A dedicated exit door, separate from and adjacent to the entry door, should allow people to exit from the building without interfering with the security checkpoint or queue.

The size and design of the entry lobby and the location of the queuing should accommodate the peak flow of people into the courthouse during the morning's peak hours as well as allow for people to be processed through the security checkpoint(s).

The specified queuing area for security screening should not be included in the circulation space. The queuing area for security should be located off to the side so that it does not impede the flow of people (i.e., staff entering and staff/public leaving).

The building security room should be located close to the main public entry and provide space for at least two security staff.

The building security room should be located so that there is a clear, unobstructed view of the main entry, including the security screening stations.

From the main entrance, it should be easy to find and access the vertical circulation to all courtrooms, any high volume courts such as traffic, jury assembly room, the clerks' public service counters and the entrances to other building occupants.

In large busy courthouses, a staffed information desk may be considered. If included, it should be located in a highly visible area near the main entrance just inside the security perimeter and clearly identified. Interactive touch screen displays that can provide directional as well as other building or case information can be located in the lobby or elsewhere in the building.

There should be a building directory and a building schematic diagram located at the main public entrance that lists all offices in the building.

Automated electronic docket screens should be located in the main lobby of the building. These screens should not display juvenile names.

B. Central Security Control Office in Lobby

The central security control office is the location from which all security zones and safety alarm systems are monitored throughout the building. From this unit, the courthouse may be monitored through the use of closed circuit television systems, duress alarms, intrusion sensors and other security systems.

The security control office may best be located near the main public entrance or may be located within the central holding area control room.

Also located with the central security control office is the protective equipment such as security and duress alarms, fire alarm, emergency elevator control, public address system, fire alarm enunciator panel, etc.

All power and lighting for this room should be from the building's emergency electrical service. All equipment should be on an uninterruptible power supply and all electricity should be conditioned.

Access to the life safety equipment panel should be limited to building management.

C. Food Service

In larger courthouses a limited food service outlet may be included in the building if no food service providers are located near the courthouse. The food service outlet is for the use of courthouse visitors and staff.

If a food service outlet is not provided a vending area may be provided near the main lobby.

D. Building Support Services

In larger courthouses an interior delivery bay is desirable for the delivery of equipment and supplies and for the removal of trash and recycled materials.

For the convenience of moving equipment and supplies a service elevator should be provided.

All deliveries to the courthouse should be screened by security. In larger courthouses it is recommended that a security screening station be located adjacent to the delivery bay and that all persons and packages entering the building be screened.

In smaller courthouses (1-4 courtrooms) where a loading dock is not provided a loading/delivery zone for delivery vehicles should be provided.

All packages entering the building should be screened at the main security station.

A drop-off zone for persons entering the courthouse may be located near the building's main entry. If provided it should be outside any defined security zone protected by bollards, berms, or other type of barrier.

XIV. PROGRAM PARKING - JUDGES, ELECTED OFFICIALS

Judges and Constitutional Officers should be proved secure parking, preferably in an enclosed garage with direct access to the court's private circulation system. Judges should never be provided unsecured parking in the public parking area and judges' parking spaces should never be identified.

Secure judicial parking is best located in the basement of the courthouse, although it is acceptable for parking to be located at grade within a secure parking compound.

There should be controlled access to and from the secure parking. This is generally monitored by the Sheriff's Office. Access may be controlled either remotely or by access cards.

Unauthorized vehicles should not be permitted below the courthouse at any time. The control point for access to below-grade parking should be at, or prior to, the point where a vehicle is at the perimeter line of the courthouse.

The judicial parking area should have direct access to the dedicated elevators and stair that provide access to the building's private circulation and to the judges' chambers.

GLOSSARY OF COURTHOUSE PLANNING AND DESIGN TERMS

Acoustical Panel	A systems furniture panel with acoustical properties to absorb sound within the panel structure providing a higher STC rating for the overall workspace.
Access Flooring (also raised floor or raised access computer floor)	Access flooring provides an elevated structural floor above a solid substrate (often a concrete slab) to create a hidden void for the passage of mechanical, electrical services, and air flow. Raised floors are widely used in modern office buildings, and in specialized areas such as IT data centers and computer rooms. In courthouses it is most commonly used in computer rooms, clerks' offices and courtrooms and it permits the easy reconfiguration of office and workspaces.
ADA	Americans with Disabilities Act.
Adaptive Re-Use	Conversion of a building into a use other than that for which it was designed, such as changing an office building into a courthouse.
Adjacency Requirements	Programming information concerning optimal functional proximity of various personnel groups and equipment areas. This information is a major element of the criteria used in space planning.
A/E	Architecture & Engineering
Architect	An individual, partnership, corporation or other legal entity licensed to practice the profession of architecture.
Architectural Program	A document that defines in tabular, narrative, and graphic form the size, functional relationships, budget, and mission of a building. The program can be developed independent of the architectural design process and is used by the owner to define the scope of the project and subsequently by the architect to define the spatial and functional requirements.
Building Backbone	The part of a communications network that carries the majority of traffic throughout the building from the entry room to cross connections on each floor.
Barrier-Free Design	Building and site design which is accessible to all people, regardless of age and abilities.
Bay	A vertical division of a façade or a structure division of a building, marked by column spacing, roof compartments, windows or similar measures. In a courthouse it usually refers to the spacing available for courtrooms.
Block Diagram	Initial form of space allocation in which the spatial requirements determined in the programming phase are shown. This diagram shows, in correct proportion, departments and their proposed locations within the courthouse.

Bond Anticipation Note (BAN)	A short-term interest-bearing security issued in advance of a larger, future bond issue issued by corporations and governments, such as local municipalities wishing to generate funds for upcoming projects. The bond anticipation notes are used as short-term financing, with the expectation that the proceeds of the larger, future bond issue will cover the anticipation notes.
Building Envelope	The volume of space in a building or courthouse, usually defined by dimensional requirements such as setback, stepback, permitted maximum height, and maximum permitted lot coverage.
Building Gross Square Feet (BGSF)	Building gross area, includes the total of all departmental areas, such as courtrooms, chambers, etc. with an additional factor to account for major public circulation between departments, elevators stairwells, mechanical and electrical spaces not specifically included in the project space program, exterior walls, and any other common spaces not clearly identified as net areas. Building gross area is measured to the exterior surface of permanent outer building walls, and includes all enclosed areas.
Buffer	A strip of land established to provide separation between land uses and typically developed as a landscaped area.
Building grossing factor	In architectural programming, another multiplier is added to the net and departmental gross square footage to account for exterior wall thickness, fire stairs, elevators and lobbies, and mechanical rooms that serve the entire structure, and not exclusively a department or component of the building. The total size of a building is the addition of the net area, the departmental grossing factor, and the building grossing factor.
CENTREX	A business telephone service offered by the local telephone company from a central office.
Certificate of Participation	A type of financing where an investor purchases a share of the lease revenues of a program rather than the bond being secured by those revenues. For example, the revenues generated from a future parking garage.
Change Procedures	A set of steps, or a plan, used to identify and manage the changes during the project life cycle, especially changes in project scope.
Conduit	Conduit is the actual cables or wires that connect equipment to the source of energy. In a courthouse where technology is constantly changing, the “trays” or “tunnels” that hold the wiring must be easily accessible without serious disruption of the operation.
Construction Documents	The drawings and specifications that are used to solicit bids for the construction of the facility are called “construction documents” that includes the schematic design, design development, and construction drawings of the facility. These documents are used by the contractor and subcontractors to first estimate the cost of construction and secondly to construct the facility.

Demolition	Dismantling or razing of all or part of an existing building.
Departmental Gross Square Feet (DGSF)	Departmental area – also called "usable area"– is measured in departmental gross square feet, including all net areas and a factor to account for interior wall thicknesses, corridors and pathways within a department, columns and other structural elements, and inefficiencies created by shaft spaces that penetrate through the floors within departmental areas, and the like. This value represents the total area that is typically used when calculating the area on a floor that a specific unit, such as judicial chambers or clerk's office, would require.
Departmental Grossing Factor	The departmental grossing factor is a percentage of the net area of a component of the facility that is added to the net space. This percentage or multiplier accounts for the non-assignable space associated with a component of the building. For example, the Clerk's area could include workstations, files, and public counters, all of which can be defined in terms of net square footage. The non-assignable areas, such as corridors leading to the work stations, are included in the departmental grossing factor.
Design Guidelines	Criteria established to guide development toward a desired level of quality through the design of the physical environment, and which are applied on a discretionary basis relative to the context of development.
Elevation	A drawing showing an external face of a building with all the features shown, as if in a single vertical plane.
Engineer	Any individual, partnership, corporation or other legal entity licensed to practice the profession of engineering.
Facades	The exterior wall of a building exposed to public view or that wall viewed by persons not within the building.
Fenestration	The arrangement of windows in a building.
Finish	The visual characteristics including color, texture and reflectivity of materials.
Fixture	An appliance or device attached to the facade (e.g., awning, sign, lighting fixture, conduit, or security gate).
Floor Plan	A horizontal arrangement of one level of the building that typically indicates walls, doors and dimensions.
Floor Plan	A scaled drawing showing the various levels of a building, that indicates the location of rooms, interior walls, and staircases and elevators.
Footprint Size/ Building Footprint	The area of the ground floor of a building that consumes site area. The term "footprint" refers only to the amount of the site that the building occupies at the ground level, and not the entire square footage of the structure.

General Obligation Bonds (GOB)	A municipal bond backed by the credit and "taxing power" of the issuing jurisdiction rather than the revenue from a given project. General obligation bonds are issued with the belief that a municipality will be able to repay its debt obligation through taxation or revenue from projects. No assets are used as collateral. This is the most common method of courthouse financing.
Glazing	A part of a wall or window made of glass.
Grant Anticipatory Note	A bond issued by a governing body that is secured by future expected funding, such as from Federal funding or grants. Governing bodies issue grant anticipatory notes to provide immediate cash to keep projects on time in anticipation of future funding being received.
HVAC	Heating, Ventilation and Air Conditioning
Improvement	Any building, structure, place, work of art, or other object constituting a physical betterment of real property, or any part of such betterment.
Kiosks	Free-standing structures that can be located within the lobby of courthouses; outside the facility; and/or at remote locations that permit a citizen to electronically access information regarding a case; pay fines; and transmit documents to the Court are becoming more popular as a means of increasing accessibility and convenience to the court without creating increased foot traffic within the courthouse.
Landscape improvement	A physical betterment of real property or any part thereof, consisting of natural or artificial landscaping, including but not limited to grade, terrace, body of water, stream, rock, hedge, plant, shrub, mature tree, path, walkway, road, plaza, wall, fence, step, fountain, or sculpture.
Mass	The combination of the three dimensions of length, height, and depth which give a building its overall shape; a building is often composed of many masses, hence the term massing, which is often used to describe the form or shape of structures.
Marquee	The marquee is a part of the informational signage of the courthouse, usually located in the main lobby. The display can be electronic or utilize traditional methods to display courtroom assignments, directions, and announcements.
Master plan (or facility master plan)	A master plan is a phase of the pre design process that compares several different options of achieving the project's objectives, in order to permit the owner or governing body to decide which strategy to pursue.
Microfiche	A technique for storing multiple pages of a document on a single sheet of photographic film.
Microfilm	The processed photographic film kept for later retrieval and viewing.
Micrographics	A generic term that encompasses microfiche, microfilm, rolled film, aperture cards, and similar technologies of storing images of documents.

Millwork	Built-in counters, shelving, cabinetry, wall or ceiling paneling, moldings, etc. usually found in courtrooms and clerks' office, that is typically fabricated off-site and made of wood and/or similar materials.
Mixed Use	A development or area comprised of mixed land uses either in the same building or in separate buildings on either the same lot or on separate lots or, at a larger scale, in nodes. In courthouse projects it might refer to the inclusion of non-court functions as part of the project, either on the same site or within the building.
Modification	Any work to an existing improvement or landscape improvement other than (a) ordinary maintenance or repair; or (b) any Addition.
Net Square Feet (NSF)	Net area – also called "programmable area" or net assignable space – is measured in net square feet (NSF). Net area describes the actual working area of an office, workstation, or support space. Net area represents the actual area assigned for a specific space for function, excluding permanent structural or architectural elements and internal circulation.
Net Area	The net area of a room is the square footage within the walls that enclose the space. Net area does not include the wall thickness or the corridors that lead to the room or space. Architects design spaces to the net area, with an allowance for the square footage to accommodate the non-assignable areas such as wall thickness, stairwells, and mechanical shafts.
Occupiable Space	A room, or enclosure and accessory installations thereof, which are intended for human occupancy or habitation, also generally referred to as net area.
Preservation	Providing for the continued use of deteriorated old and historic buildings, sites and structure through such means as restoration, rehabilitation and adaptive re-use.
Public Art	Site specific artwork created to enhance and animate publicly accessible spaces through artistic interpretations that range from individual sculpture to integrated architectural and landscape features and treatments.
Publicly Accessible Spaces	Buildings, streets and exterior areas, which may be privately-owned, but to which the public has access.
Public Private Partnerships (P3 projects)	A government service or private business venture which is funded and operated through a partnership of government and one or more private sector entities. These schemes are sometimes referred to as PPP, P3 or P3 projects. These are generally design-build-finance projects where a private entity or business such as a contractor proposes to design, build, and finance the project for the government under an arrangement where the governmental entity agrees to lease purchase the facility over time.

Renovation	Modernization of an old or historic structure which unlike restoration may not be consistent with the original design.
Restoration	Accurately recovering the form and details of a building and site as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work.
Revenue Bonds	A type of municipal bond that is issued to finance utility or facility projects, such as electrical plants, water systems, sewer systems that is repaid from the revenues derived from the project. A bond is an interest-bearing or discounted debt security that is issued by a government or corporation in order to raise funds for capital projects.
Scale	The sense of proportion or apparent size of a building or building element as crated by the placement and size of the building in its setting; scale usually applies to how the sense is perceived in relation to the size of a human being and refers to the apparent size, not actual size, since it is always viewed in relationship to another building or element.
Seismic Conditions	A seismic condition is an assessment of the potential for an earthquake. In the preparation of construction documents, the architect is required by building codes to consider the particular seismic zone within which the building will be located and certify that the structure is designed properly to withstand the intensity of the earthquake.
Signage	Any lettering, signs, or logos in general, used to direct users or provide information in the courthouse.
Site Plan	A drawing of the footprint of the building and immediate adjacent buildings indicating the location of the proposed work. It is a drawing that shows accurately with dimensions the boundaries of the site and the location of all buildings, structures, natural features, uses and principal site design features proposed for a parcel of land.
Stepback	A setback of the upper floors of a building which is greater than the setback of the lower floors.
Setback	The horizontal distance from the property line to the face of a building or from natural features to a building.
Universal Grids	Technology is changing rapidly in many spaces within the courthouse. The use of “universal grids” is a method of installing cabling either beneath the floor or in the ceiling that can be easily altered to accommodate new equipment or the replacement of outdated cabling systems.
Utilities	Facilities for gas, electricity, telephone, cable television, water and waste water, including overhead and underground power and telephone lines, al fire hydrants, water mains, storm and sanitary sewers.
Vehicular Sally Port	The enclosed or open, but fenced, structure for securing vehicles while inmates are being transferred into a booking or court holding area.
Voir Dire	The process of selecting the jury panel is called the “voir dire”.

Wayfinding	The information available to people which they need to find their way around the city and can be verbal, graphic, architectural and spatial.
Wide Area Network (WAN)	Refers to the connection of several LANs together, usually by leased telephone lines, although satellite links are used as well.
Workstation	A table or desk with a three-sided partition surround, usually made for individual work. However, workstations are highly customizable, and are often used to reduce noise and provide privacy to individual employees working in a single room.

SELECTED BIBLIOGRAPHY AND REFERENCES FOR COURT FACILITY PLANNING AND DESIGN

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APPENDIX C – GENERAL SITE INFORMATION

Russell County Courthouse – 53 East Main Street, Lebanon, Virginia Bing Aerial Image

DRAFT

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: « »

ADDRESS: « »

SUBMITTED BY: « »

NAME: « »

ADDRESS: « »

PRINCIPAL OFFICE: « »

[« »] Corporation

[« »] Partnership

[« »] Individual

[« »] Joint Venture

[« »] Other « »

NAME OF PROJECT: *(if applicable)* «Curtiss Elswick»

TYPE OF WORK: *(file separate form for each Classification of Work)*

[« »] General Construction

[« »] HVAC

[« »] Electrical

[« »] Plumbing

[« »] Other: *(Specify)* « »

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? « »

§ 1.2 How many years has your organization been in business under its present business name? « »

§ 1.2.1 Under what other or former names has your organization operated?

« »

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: « »

§ 1.3.2 State of incorporation: « »

§ 1.3.3 President's name: « »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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§ 1.3.4 Vice-president's name(s)

« »

§ 1.3.5 Secretary's name: « »
§ 1.3.6 Treasurer's name: « »

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization: « »
§ 1.4.2 Type of partnership (if applicable): « »
§ 1.4.3 Name(s) of general partner(s)

« »

§ 1.5 If your organization is individually owned, answer the following:
§ 1.5.1 Date of organization: « »
§ 1.5.2 Name of owner:

« »

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

« »

§ 2 LICENSING
§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

« »

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

« »

§ 3 EXPERIENCE
§ 3.1 List the categories of work that your organization normally performs with its own forces.

« »

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

« »

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

« »

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

« »

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

« »

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

« »

§ 3.4.1 State total worth of work in progress and under contract:

« »

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

« »

§ 3.5.1 State average annual amount of construction work performed during the past five years:

« »

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

« »

§ 4 REFERENCES

§ 4.1 Trade References:

« »

§ 4.2 Bank References:

« »

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

« »

§ 4.3.2 Name and address of agent:

« »

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

« »

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

« »

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

« »

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

« »

§ 6 SIGNATURE

§ 6.1 Dated at this « » day of « » « »

Name of Organization: « »

By: « »

Title: « »

§ 6.2

« »

M « » being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this « » day of « » « »

Notary Public: « »

My Commission Expires: « »

DRAFT

AIA® Document B305™ – 1993

Architect's Qualification Statement

DATE: « »
SUBMITTED TO: « »
ADDRESS: « »
NAME OF PROJECT *(If Applicable)*: «Curtiss Elswick»

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

1 BASIC INFORMATION

§ 1.1 Architect: *(Firm Name and Legal Status)*

« »« »

§ 1.2 Business Address:

« »

§ 1.3 Telephone Number:

« »

§ 1.4 Person to Contact:

« »

§ 1.5 Type of Organization: *(Check one)*

[« »] Individual or Sole Proprietorship

[« »] Professional Corporation/Association

[« »] Corporation

[« »] Partnership

[« »] Joint Venture*

[« »] Other*

*If Joint Venture or Other, give details.

« »

2 GENERAL STATEMENT OF QUALIFICATIONS

« »

3 GENERAL INFORMATION

(This information may be provided via the Architect's brochure which may be attached and listed in Article 8.)

§ 3.1 Names of Principals:

« »

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§ 3.2 Professional History:

« »

§ 3.3 Registration Status:

« »

§ 3.4 Professional Affiliations:

« »

§ 3.5 Key Personnel:

« »

§ 3.6 Total Number of Staff:

« »

§ 3.7 Number of Registered Architects:

« »

§ 3.8 Honors and Awards:

« »

§ 3.9 Professional and Civic Involvement:

« »

4 RELATED PROFESSIONAL SERVICES

(List proposed consultants, if applicable.)

« »

§ 4.1 Structural:

« »

§ 4.2 Mechanical:

« »

§ 4.3 Electrical:

« »

§ 4.4 Interior Design:

« »

§ 4.5 Others:

« »

5 PROJECTS

(Projects for which personnel of this firm had responsible charge while associated with other firms are indicated by an asterisk.)

§ 5.1 The following projects are representative of the Architect's recent work. A brief description of each project is attached.

« »

§ 5.2 Other representative projects with dates of completion:

« »

6 REFERENCES

« »

7 STATEMENT OF POTENTIAL CONFLICTS OF INTEREST

« »

8 ADDITIONAL INFORMATION

(If attachments are provided, list them here.)

« »

ARCHITECT:

By:

I hereby certify that, as of the above date, the information provided in this Architect's Qualification Statement is true and sufficiently complete so as not to be misleading.

_____

(Signature)

« »« »

(Printed name and title)

ARCHITECT:

« »

PROJECT:

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »

ARCHITECT:

« »

PROJECT:

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »

ARCHITECT:

« »

PROJECT:

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »

ARCHITECT:

« »

PROJECT:

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »

County Administrator Reports & Requests

The County Administrator Reports & Request for July 2020:

REPORTS

1. **LEMPG Grant FY 2020……C-1**

2. **Cumberland Mountain Community Services FY 2021 Contract……C-2**
3. **Honaker & Castlewood Canneries……C-3**

4. **RC GIS System Upgrade,,……C-4**

REQUESTS

5. **Federal CARES Relief Fund Certification……C-5**

6. **VDOT Smart Scale Resolutions for Rte. 19 & Rte. 58 Projects……C-5**

7. **VTC WanderLOVE Marketing Grant ($10,000)……C-6**

8. **DHCD Town of Cleveland Sewer Plant PER Contract……C-7**

9. **LEMPG Grant FY 2021 ($7,500)……C-8**

10. **VFIRS Hardware Grant ($86,763)……C-9**

11. **Oak Grove Community Facility Addition……C-10**

12. **DCJS School Resource Officer Grant ($57,287)……C-11**

13. **Highway Abundant Life Church Pump and Haul Septic System……C-12**

14. **Travel Request……C-13**

STAFF RECOMMENDATION(s):

Board Discretion.

SUGGESTED MOTION(s):

Board Discretion.

ATTACHMENTS:

- Various

VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT

WORK ELEMENTS FINAL REPORT

Performance Period: July 1, 2019 – June 30, 2020

Russell County
(Jurisdiction)

This is to certify that the amount of $7,500.00 *(grant allocation)* received as payment under LEMPG has been expended for the purpose of enhancing Emergency Management in the locality.

It is further certified that the locality has provided required match documentation that demonstrates the use of non-federal funds (cash or in kind) in the amount of $7,500.00 *(local match)* for Emergency Management which is equal to, or greater than, the LEMPG allocation.

Error! Reference source not found. **Emergency Management Staff** *(enter name of person)*

EM Coordinator ..... Jess R. Powers
EM Deputy Coordinator Levi Horton, Betsy Summerfield
EM Director ..... Carl Rhea, Deputy Director: Oris Christian

Planning

1.1 *This work element requires that the locality ensure that local EOP adoption is current, and that ongoing maintenance of the plan is occurring and is housed in Previstar.*

Enter date of EOP Adoption (Month/Year) June 2020

If your EOP is current and housed in Previstar as of June 30th, skip to 1.2.

If your EOP is not current as of June 30th, describe the status of your planning efforts **and** expected adoption date. *(maximum 625 characters)*

Completed the revisions and update (4-year review) of the EOP and incorporated the updates/revisions into the plan and presented to the Board of Supervisors (BOS) for review on May 21, 2020. Emergency Management Coordinator attended the BOS meeting to answer any questions or receive revisions of the EOP on June 1, 2020 and on June 17, 2020. The EOP on The EOP was adopted on June 17, 2020 by the BOS. The BOS have scheduled to sign the resolution for EOP adoption on Aug. 3, 2020. Distribution of the EOP to all partner agencies and Previstar will commence Aug. 10, 2020.

1.2 *This work element requires that the locality coordinate emergency management planning activities with all public colleges and universities, if applicable, in the locality. Such coordination with private institutions is encouraged.*

Does locality have private or public colleges or universities? Y ☒ N ☐
If no, skip to 2.1. If yes, complete following information

If locality did not check "Y" for the above, then answer the following:

3-Year exercise program developed? (Attach copy to this report) Y☐N☐

Locality was an active participant in VOPEX during the program year? Y☐N☐

Crisis Management System

3. *This work element requires locality to maintain personnel who are trained in, and have access to, WebEOC.*

List all persons trained in, and who have current access to, WebEOC.
(maximum 625 characters)

Jess R. Powers

Capability Reporting

4. *This work element requires that locality conduct an annual review of LCAR and submit results to VDEM by June 30, 2020.*

Current LCAR Submitted? Y☐ N☒ The LCAR for this fiscal year has not been released due to the COVID-19 pandemic and resulting emergency responses. Once the FY2019 LCAR is released, the Russell County Emergency Management Coordinator will complete the LCAR and submit as required by the LEMP grant award.

Please feel free to add additional comments.

Jess R. Powers / Jess R. Powers — July 17, 2020
Coordinator of Emergency Management — Date

/ Lonzo Lester, Jr. — 7/30/20
Chief Administrative Officer — Date

VDEM Chief Regional Coordinator — Date

This report must be submitted to your Chief Regional Coordinator by July 31, 2020.

Region 1 donna.pletch@vdem.virginia.gov
Region 2 mark.stone@vdem.virginia.gov
Region 3 gene.stewart@vdem.virginia.gov
Region 4 tim.estes@vdem.virginia.gov
Region 5 bruce.sterling@vdem.virginia.gov
Region 6 mike.guzo@vdem.virginia.gov
Region 7 andy.john@vdem.virginia.gov

CUMBERLAND MOUNTAIN COMMUNITY SERVICES
Mental Health, Intellectual Disability, and Substance Abuse Services
Mary F. Cole, LCSW, Executive Director

July 10, 2020

Mr. Lonzo Lester
County Administrator
Russell County Board of Supervisors
P.O. Box 1208
Lebanon, Virginia 24266

Dear Mr. Lester:

Please find attached a copy of our FY 2021 Performance Contract financial pages as submitted to the Department of Behavioral Health.

A complete copy of the contract can be found at:

http://dbhds.virginia.gov/behavioral-health/office-of-support-services

This is to comply with the Administrative Requirements of our Performance Contract with the Department of Behavioral Health and Developmental Services. It requires our performance contract to be approved by the governing body of each political subdivision that established Cumberland Mountain Community Services.

If you have any questions concerning the contract please give me a call. Thank you for your assistance.

Sincerely,

Mary F. Cole
Executive Director

P.O. Box 810 Cedar Bluff, VA 24609 ▪ Tel: (276) 964-6702 ▪ Fax: (276) 964-0292 ▪ TDD 1-800-347-4939

FY2021 And FY2022 Community Services Performance Contract

FY 2021 Exhibit A: Resources and Services

Cumberland Mountain Community Services Board

Consolidated Budget (Pages AF-3 through AF-12)				
Funding Sources	Mental Health (MH) Services	Developmental (DV) Services	Substance Use Disorder (SUD) Services	TOTAL
State Funds	4,218,035	369,032	1,682,686	6,269,753
Local Matching Funds	135,696	68,000	1,000	204,696
Total Fees	6,745,527	9,632,440	660,537	17,038,504
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	129,600	0	1,623,876	1,753,476
Other Funds	43,740	28,000	100	71,840
State Retained Earnings	226,409	0	173,593	400,002
Federal Retained Earnings	0		0	0
Other Retained Earnings	7,997	0	28,210	36,207
Subtotal Ongoing Funds	**11,507,004**	**10,097,472**	**4,170,002**	**25,774,478**
State Funds One-Time	0	0	0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	**0**	**0**	**0**	**0**
TOTAL ALL FUNDS	**11,507,004**	**10,097,472**	**4,170,002**	**25,774,478**

Cost for MH/DV/SUD Services	9,887,729	10,097,472	3,960,423	23,945,624

Cost for Emergency Services (AP-4)	1,782,013
Cost for Ancillary Services (AP-4)	74,966

Total Cost for Services	25,802,603

Local Match Computation	
Total State Funds	6,269,753
Total Local Matching Funds	204,696
Total State and Local Funds	6,474,449
Total Local Match % (Local / Total State + Local)	3.16%

CSB Administrative Percentage	
Administrative Expenses	3,309,600
Total Cost for Services	25,802,603
Admin / Total Expenses	12.83%

FY2021 And FY2022 Community Services Performance Contract
FY 2021 Exhibit A: Resources and Services

Cumberland Mountain Community Services Board

Financial Comments

Comment1	Mental Health:
Comment2	MH State Retained Earnings:
Comment3	CCBHC Training funds received in FY16 - $31,813
Comment4	CIT Assessment funds received in FY18 - $107,263
Comment5	CIT Facilities funds received in FY18 - $42,878
Comment6	Telepsychiatry funds received in FY 17 & FY 20 - $11,942
Comment7	Suicide Prevention funds received FY 20 - $32,513
Comment8	
Comment9	MH Other Retained Earnings:
Comment10	Are You Okay funds received in FY 20 - $7,997
Comment11	
Comment12	Developmental Services:
Comment13	Medicaid DD Waiver fees reduced by $283,800 which are transferred to Part C
Comment14	General funds reduced by $34,530 which are transferred to Part C
Comment15	
Comment16	Substance Abuse:
Comment17	SA State Retained Earnings:
Comment18	SFG Mat funds received in FY 20 - $125,000
Comment19	Criminal Justice Opiod Project funds received in FY 18 - $48,593
Comment20	
Comment21	SA Other Retained Earnings:
Comment22	ASAC Grant received in FY19 $28,210
Comment23	
Comment24	MH First Aid and Suicide Prevention- Anticipated grant in the amount of $62,500
Comment25	transfers out to other CSB's and the Crisis Center in the amount of $28,125.

Cumberland Mountain Community Services Board
Financial Comments 2nd Page

- MH In-Kind Contributions - Local Wal-Mart's donate food to our programs thru the Feeding America program. They value these donations at $1.68 per pound. The MH program is estimated to receive approximately 3,333 pounds of donated food for FY 21. Estimated value $5,600.

- DV In-Kind Contributions - Local Wal-Mart's donate food to our programs thru the Feeding America program. They value these donations at $1.68 per pound. The DV program is estimated to receive approximately 40,476 pounds of donated food for FY 21. Estimated value $68,000.

- DV OBRA Funds - Anticipated OBRA funding for FY 21 is estimated at $122,391.

- SUD Federal Opioid Response - Recovery - Anticipated funding for FY 21 is $185,000 and $25,000 has already been allocated and received on the first warrant for FY 21.

- SUD Federal Opioid Response - Treatment - Anticipated funding for FY 21 is $275,000 and $125,000 has already been allocated and received on the first warrant for FY21.

- SUD Federal Opioid Response - Prevention - Anticipated funding for FY 21 is $70,000.

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Mental Health (MH) Services

Cumberland Mountain Community Services Board

Funding Sources	Funds
FEES	
MH Medicaid Fees	6,496,891
MH Fees: Other	248,636
Total MH Fees	**6,745,527**
MH Transfer Fees In/(Out)	0
MH Net Fees	**6,745,527**
FEDERAL FUNDS	
MH FBG SED Child & Adolescent (93.958)	51,021
MH FBG Young Adult SMI (93.958)	0
MH FBG SMI (93.958)	78,579
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVBH Board (93.958)	0
Total MH FBG SMI Funds	**78,579**
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	**78,579**
MH Federal PATH (93.150)	0
MH Federal COVID Emergency Grant (93.665)	
MH Other Federal - DBHDS	0
MH Other Federal - COVID Support	
MH Other Federal - CSB	0
Total MH Federal Funds	**129,600**
STATE FUNDS	
Regional Funds	
MH Acute Care (Fiscal Agent)	0
MH Acute Care Transfer In/(Out)	19,589
Total MH Net Acute Care - Restricted	**19,589**
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	293,995
Total MH Net Regional DAP - Restricted	**293,995**
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	720,597
MH Crisis Stabilization - Transfer In/(Out)	0
Total Net MH Crisis Stabilization - Restricted	**720,597**
MH Transfers from DBHDS Facilities (Fiscal Agent)	0
MH Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net MH Transfers from DBHDS Facilities	**0**
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	0
Total MH Net Expanded Community Capacity	**0**

Report Date 7/10/2020

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Mental Health (MH) Services

Cumberland Mountain Community Services Board

Funding Sources	Funds
MH First Aid and Suicide Prevention (Fiscal Agent)	62,500
MH First Aid and Suicide Prevention Transfer In/(Out)	-28,125
Total MH Net First Aid and Suicide Prevention	**34,375**
MH STEP-VA Outpatient (Fiscal Agent)	328,315
MH STEP-VA Outpatient Transfer In/Out	0
Total Net MH STEP-VA Outpatient	**328,315**
MH STEP-VA Crisis (Fiscal Agent)	0
MH STEP-VA Crisis Transfer In/Out	0
Total Net MH STEP-VA Crisis	**0**
MH Forensic Discharge Planning (Fiscal Agent)	0
MH Forensic Discharge Planning Transfer In/(Out)	56,688
Total Net MH Forensic Discharge Planning	**56,688**
MH Permanent Supportive Housing (Fiscal Agent)	0
MH Permanent Supportive Housing Transfer In/(Out)	0
Total Net MH Permanent Supportive Housing	**0**
MH Recovery (Fiscal Agent)	79,966
MH Other Merged Regional Funds (Fiscal Agent)	0
MH State Regional Deaf Services (Fiscal Agent)	100,000
MH Total Regional Transfer In/(Out)	0
Total MH Net Unrestricted Regional State Funds	**179,966**
Total MH Net Regional State Funds	**1,633,525**
Children State Funds	
MH Child & Adolescent Services Initiative	85,639
MH Children's Outpatient Services	75,000
MH Juvenile Detention	0
Total MH Restricted Children's Funds	**160,639**
MH State Children's Services	25,000
MH Demo Proj-System of Care (Child)	300,000
Total MH Unrestricted Children's Funds	**325,000**
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	42,324
Total MH Net Restricted Crisis Response & Child Psychiatry	**42,324**
Total State MH Children's Funds (Restricted for Children)	**527,963**
Other State Funds	
MH Law Reform	265,194
MH Pharmacy - Medication Supports	104,973
MH Jail Diversion Services	0
MH Rural Jail Diversion	0

Report Date 7/10/2020

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Mental Health (MH) Services

Cumberland Mountain Community Services Board

Funding Sources	Funds
MH Docket Pilot JMHCP Match	0
MH Adult Outpatient Competency Restoration Services	0
MH CIT-Assessment Sites	349,772
MH Expand Telepsychiatry Capacity	23,367
MH PACT	0
MH PACT - Forensic Enhancement	0
MH Gero-Psychiatric Services	0
MH STEP-VA - SDA, Primary Care Screening, Ancillary Services, and Clinicians Crisis	428,059
MH Young Adult SMI	0
Total MH Restricted Other State Funds	**1,171,365**
MH State Funds	885,182
MH State NGRI Funds	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	**885,182**
Total MH Other State Funds	**2,056,547**
TOTAL MH STATE FUNDS	**4,218,035**
MH Other Funds	43,740
MH Federal Retained Earnings	0
MH State Retained Earnings	226,409
MH State Retained Earnings - Regional Programs	0
MH Other Retained Earnings	7,997
Total MH Other Funds	**278,146**
LOCAL MATCHING FUNDS	
MH Local Government Appropriations	129,996
MH Philanthropic Cash Contributions	100
MH In-Kind Contributions	5,600
MH Local Interest Revenue	0
Total MH Local Matching Funds	**135,696**
Total MH Funds	**11,507,004**
MH ONE TIME FUNDS	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH State Funds	0
MH One-Time Restricted State Funds	0
Total One Time MH Funds	**0**
Total MH All Funds	**11,507,004**

Report Date 7/10/2020

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Developmental Services (DV)

Cumberland Mountain Community Services Board

Funding Sources	Funds
FEES	
DV Medicaid DD Waiver Fees	4,968,400
DV Other Medicaid Fees	1,450,700
DV Medicaid ICF/IDD Fees	2,173,900
DV Fees: Other	1,039,440
Total DV Fees	9,632,440
DV Transfer Fees In/(Out)	0
DV NET FEES	9,632,440
FEDERAL FUNDS	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
DV Other Federal - COVID Support	0
Total DV Federal Funds	0
STATE FUNDS	
DV State Funds	246,641
DV OBRA Funds	122,391
Total DV Unrestricted State Funds	369,032
DV Trust Fund (Restricted)	0
DV Rental Subsidies	0
DV Guardianship Funding	0
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization Transfer In(Out)	0
DV Net Crisis Stabilization	0
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children Transfer In(Out)	0
DV Net Crisis Stabilization -Children	0
DV Transfers from DBHDS Facilities (Fiscal Agent)	0
DV Transfers from DBHDS Facilities - Transfer In/(Out	0
Total Net DV Transfers from DBHDS Facilities	0
Total DV Restricted State Funds	0
Total DV State Funds	369,032

Report Date 7/10/2020

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Developmental Services (DV)

Cumberland Mountain Community Services Board

Funding Sources	Funds
OTHER FUNDS	
DV Workshop Sales	0
DV Other Funds	28,000
DV State Retained Earnings	0
DV State Retained Earnings-Regional Programs	0
DV Other Retained Earnings	0
Total DV Other Funds	28,000
LOCAL MATCHING FUNDS	
DV Local Government Appropriations	0
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	68,000
DV Local Interest Revenue	0
Total DV Local Matching Funds	68,000
Total DV Funds	10,097,472
DV ONE TIME FUNDS	
DV One-Time Restricted State Funds	0
Total One Time DV Funds	0
Total DV All Funds	10,097,472

Report Date 7/10/2020

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Cumberland Mountain Community Services Board

Funding Sources	Funds
FEES	
SUD Medicaid Fees	365,209
SUD Fees: Other	295,328
Total SUD Fees	660,537
SUD Transfer Fees In/(Out)	0
SUD NET FEES	660,537
FEDERAL FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)	858,772
SUD FBG SARPOS (93.959)	45,571
SUD FBG Jail Services (93.959)	0
SUD FBG Co-Occurring (93.959)	0
SUD FBG New Directions (93.959)	0
SUD FBG Recovery (93.959)	0
SUD FBG MAT - Medically Assisted Treatment (93.959)	0
Tota SUD FBG Alcohol/Drug Treatment Funds	904,343
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	29,978
Total SUD FBG Women Funds	29,978
SUD FBG Prevention (93.959)	159,555
SUD FBG Prev-Family Wellness (93.959)	0
Total SUD FBG Prevention Funds	159,555
SUD Federal VA Project LINK/PPW (93.243)	0
SUD Federal Strategic Prevention (93.243)	0
SUD Federal COVID Emergency Grant (93.665)	0
SUD Federal YSAT – Implementation (93.243)	0
SUD Federal OPT-R - Prevention (93.788)	0
SUD Federal OPT-R - Treatment (93.788)	0
SUD Federal OPT-R - Recovery (93.788)	0
Total SUD Federal OPT-R Funds (93.788)	0
SUD Federal Opioid Response – Recovery (93.788)	185,000
SUD Federal Opioid Response – Treatment (93.788)	275,000
SUD Federal Opioid Response – Prevention (93.788)	70,000
Total SUD Federal Opioid Response Funds (93.788)	530,000
SUD Other Federal - DBHDS	0
SUD Other Federal - CSB	0
SUD Other Federal - COVID Support	0
TOTAL SUD FEDERAL FUNDS	1,623,876

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Cumberland Mountain Community Services Board

Funding Sources	Funds
STATE FUNDS	
Regional Funds	
SUD Facility Reinvestment (Fiscal Agent)	0
SUD Facility Reinvestment Transfer In/(Out)	0
Total SUD Net Facility Reinvestment	**0**
SUD Transfers from DBHDS Facilities (Fiscal Agent)	0
SUD Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net SUD Transfers from DBHDS Facilities	**0**
SUD Community Detoxification (Fiscal Agent)	150,000
SUD Community Detoxification – Transfer In/(Out)	0
Total Net SUD Community Detoxification	**150,000**
SUD STEP-VA (Fiscal Agent)	0
SUD STEP-VA - Transfer In/(Out)	0
Total SUD Net STEP-VA - Restricted	**0**
Total SUD Net Regional State Funds	**150,000**
Other State Funds	
SUD Women (includes LINK at 4 CSBs) (Restricted)	100,600
SUD Recovery Employment	0
SUD MAT - Medically Assisted Treatment	207,153
SUD Peer Support Recovery	0
SUD Permanent Supportive Housing Women	0
SUD SARPOS	38,563
SUD Recovery	85,725
Total SUD Restricted Other State Funds	**432,041**
SUD State Funds	1,100,645
SUD Region V Residential	0
SUD Jail Services/Juvenile Detention	0
SUD HIV/AIDS	0
Total SUD Unrestricted Other State Funds	**1,100,645**
Total SUD Other State Funds	**1,532,686**
TOTAL SUD STATE FUNDS	**1,682,686**
OTHER FUNDS	
SUD Other Funds	100
SUD Federal Retained Earnings	0
SUD State Retained Earnings	173,593
SUD State Retained Earnings-Regional Programs	0
SUD Other Retained Earnings	28,210
Total SUD Other Funds	**201,903**
LOCAL MATCHING FUNDS	
SUD Local Government Appropriations	0
SUD Philanthropic Cash Contributions	1,000

Report Date 7/10/2020

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Cumberland Mountain Community Services Board

Funding Sources	Funds
SUD In-Kind Contributions	0
SUD Local Interest Revenue	0
Total SUD Local Matching Funds	1,000
Total SUD Funds	4,170,002
SUD ONE-TIME FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)	0
SUD FBG Women (includes LINK-6 CSBs) (93.959)	0
SUD FBG Prevention (93.959)	0
SUD FBG Recovery (93.959)	0
SUD State Funds	0
Total SUD One-Time Funds	0
Total All SUD Funds	4,170,002

FY2021 And FY2022 Community Services Performance Contract

FY 2021 Exhibit A: Resources and Services

Local Government Tax Appropriations

Cumberland Mountain Community Services Board

City/County	Tax Appropriation
Buchanan County	20,000
Tazewell County	70,000
Russell County	39,996
Total Local Government Tax Funds:	129,996

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Resources and Core Services Costs by Program Area

Cumberland Mountain Community Services Board

	MH Services	DV Services	SUD Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)	11,507,004	10,097,472	4,170,002			25,774,478
Cost for MH, DV, SUD, Emergency, and Ancillary Services	9,887,729	10,097,472	3,960,423	1,782,013	74,966	25,802,603
Difference	1,619,275	0	209,579	-1,782,013	-74,966	-28,125

Difference results from

Other: 28,125

Explanation of Other in Table Above:

MH First Aid and Suicide Prevention Transfer In/Out

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 100 Mental Health Services

Cumberland Mountain Community Services Board

Report for Form 11

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Psychiatric Inpatient Services	0.05 Beds	4	$19,589
310 Outpatient Services	9 FTEs	628	$1,658,689
312 Medical Services	5.5 FTEs	1010	$1,157,887
320 Case Management Services	31 FTEs	1883	$3,562,487
410 Day Treatment or Partial Hospitalization	36 Slots	46	$567,773
420 Ambulatory Crisis Stabilization Services	4 Slots	42	$254,624
425 Mental Health Rehabilitation	75 Slots	132	$1,265,100
510 Residential Crisis Stabilization Services	10 Beds	87	$805,897
521 Intensive Residential Services	1 Beds	1	$76,633
581 Supportive Residential Services	4.5 FTEs	51	$403,400
610 Prevention Services	0 FTEs		$115,650
	Totals	3,884	$9,887,729

Form 11A: Pharmacy Medication Supports	Number of Consumers
803 Total Pharmacy Medication Supports Consumers	38

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 200 Developmental Services

Cumberland Mountain Community Services Board

Report for Form 21

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	0.25 FTEs	11	$5,403
320 Case Management Services	12 FTEs	340	$1,410,595
425 Developmental Habilitation	105 Slots	123	$2,020,829
501 Highly Intensive Residential Services (Community-Based ICF/ID Services)	20 Beds	19	$2,330,700
521 Intensive Residential Services	47 Beds	44	$3,016,645
581 Supportive Residential Services	48 FTEs	44	$1,313,300
Totals		581	$10,097,472

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 300 Substance Use Disorder Services

Cumberland Mountain Community Services Board

Report for Form 31

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	13.5 FTEs	591	$2,188,122
335 Medication Assisted Treatment Services	2 FTEs	139	$273,853
320 Case Management Services	5.5 FTEs	203	$397,107
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	6 Beds	192	$735,531
610 Prevention Services	3.25 FTEs		$365,810
	Totals	1,125	$3,960,423

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Cumberland Mountain Community Services Board

Report for Form 01

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	9 FTEs	668	$1,782,013
730 Consumer Run Services (No. Individuals Served)			$74,966
Totals		668	$1,856,979

FY2021 And FY2022 Community Services Performance Contract

Table 2: Board Management Salary Costs

Name of CSB: **Cumberland Mountain Community Services Boar** **FY 2021**

Table 2a: Management Position Title	FY 2021 Beginning	Salary Range Ending	Budgeted Tot. Salary Cost	Tenure (yrs)
Executive Director			$161,544.00	6.50

Table 2: Integrated Behavioral and Primary Health Care Questions

1. Is the CSB participating in a partnership with a federally qualified health center, free clinic, or local health department to integrate the provision of behavioral health and primary health care?

No

2. If yes, who is the partner?

☐ a federally qualified health center
Name:
☐ a free clinic
Name:
☐ a local health department, or
Name:
☐ another organization
Name:

3. Where is primary health (medical) care provided?

☐ on-site in a CSB program,
☐ on-site at the primary health care provider, or
☐ another site --specify:

4. Where is behavioral health care provided?

☐ on-site in a CSB program,
☐ on-site at the primary health care provider, or
☐ another site --specify:

From: Russell County Cannery Initiative Committee

To: Russell County Board of Supervisors

Due to the Covid 19 Health Pandemic continuing to plague the area, the Russell County Cannery Initiative Committee recognizes more than ever the importance of our two Community Canneries to our community. We understand the worries of food insecurity and the desires to do what is needed to feed our families. And, more importantly we understand the desires and the needs to learn how to preserve the food that we are currently growing to help ease our insecurities. More and more of our families are growing gardens and buying in bulk to "put away" for the future. Without the knowledge and equipment at home to do this at home, our Community Canneries are becoming the solution for a growing number of our community members.

To help address these issues, this Committee is proposing the following changes and additions to the current Cannery program:

- **Extended Days of Operation**: Both canneries will follow the same operating hours for the general public. These will be Monday, Tuesday, Wednesday, and Thursday. The canneries will be available on Fridays for Commercial use only. And, Saturdays will be staffed with additional trained personnel who will conduct a series of Food Preservation programs for the general public who are interested in learning how to use the canneries or how to preserve your food at home. Hours of operation will be determined by the cannery supervisors based on the appointments of the day. See attachments for more detailed information.
- **Two additional staff personnel** will be employed **at each cannery** to aid in the extended hours.
- **Additional supplies and small equipment** will be added to ease in the convenience and use of the facilities. This will include the acquisition of glass pint and quart jars, lids and rings, along with some standard canning supplies such as canning salt. And, when possible, the purchase of metal pint and quart cans.
- **Rate Changes**: To ensure a clearer and more sensible fee schedule the Committee is asking for the adoption of the attached fee schedule.

Donna Sproles,

Committee Chair

Committee Members:

K.D. Cook

Richard Moyer

Brittany Mullins

Donna Sproles

Mandy Worrell

Russell County Community Canneries

2020 Phase Three Covid-19 Pandemic Schedule

You must call the cannery to schedule your appointment!!

Monday	**-----General Public----**
Tuesday	**-----General Public---**
Wednesday	**-----General Public----**
Thursday	**-----General Public----**
Friday	**-----Commercial Processors Only-----**
Saturday	**-----General Public with ongoing training sessions----**
Sunday	**-----Closed-----**

All appointments must be made at least one day prior to the date of appointment. Exception-- Monday appointments must be made on Friday. Commercial processors must schedule appointments no later than the Monday prior to the Friday appointment.

Castlewood Cannery: 276-762-9025

(Located at 314 Memorial Drive directly behind the Castlewood High School)

Honaker Cannery: 276-873-4907

(Located at 37 Cedar Road in Honaker)

Please Note: This schedule is subject to change at any time due to Governor Mandates

From: David Bradshaw
To: lonzo.lester@russellcountyva.us
Subject: RE: Web GIS Update
Date: Tuesday, June 30, 2020 8:17:47 PM

Lonzo,

Here is the URL:
https://russcova.interactivegis.com/login/

Username:
lonzo.lester@russellcountyva.us

Password:
lonzo.lester

We developed a new tool that, after you identify a parcel, provides a button that automatically produces adjoining parcels. I'll add that to your site tomorrow morning.

I also need to update the data for the parcel update date.

If you need additional information about add-ons such as the Water & Sewer CMOM or the Permits & Building Inspections tools I can provide that information for you. We can demonstrate what we did for The City of Bristol, Virginia for their Permits and Building Inspections Add-on as well as provide you a reference for that project. We've got others, such as Student Enrollment Project System as well that we can discuss/present. Plus we are always looking for new ideas so if you have some we try to add those in as well. I figure if they are useful to you then other clients may find them useful as well.

Thanks for your time this evening. Have a nice evening.

David

From: lonzo.lester@russellcountyva.us <lonzo.lester@russellcountyva.us>
Sent: Tuesday, June 30, 2020 6:49 PM
To: David Bradshaw <dbradshaw@interactivegis.com>
Subject: RE: Web GIS Update

David,

We have a board meeting on Monday to discuss and we'll look at available dates.

I will get back with you on Tuesday.

COMMONWEALTH of VIRGINIA

Aubrey L. Layne, Jr., MBA, CPA
Secretary of Finance

P.O. Box 1475
Richmond, Virginia 23218

July 28, 2020

To: County and City Elected Officials

Delivered Via: Chief Executive Officer, Manager, or Administrator

From: Aubrey L. Layne, Jr.
Secretary of Finance

Subject: Second and Final Allocation of Federal Coronavirus Relief Funds

Overview

On May 12, 2020, I advised you of Governor Northam's decision to provide the first round of allocations to local governments from the federal Coronavirus Relief Fund (CRF) authorized pursuant to the federal *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act). On June 1, 2020, each locality received its share of the first half, or fifty (50) percent, of the locally-based allocations (not including Fairfax County that received its funds directly).

While the federal CARES Act does not require that states distribute funding to local governments with populations less than 500,000 residents, the Governor recognizes that localities continue to experience the same COVID-19 related expenses as the Commonwealth.

Therefore, the Governor recently announced the second and final round to allocate the remaining fifty (50) percent of the locally-based allocations from the CRF to local governments. When completed, the state will have distributed 100 percent of the local allocations the Commonwealth received under the CARES Act providing a total of $1.3 billion for local governments.

Just like the first round, the second round will be based on population. Consequently, the second round of allocations will be for the same amount that you received in the first round on June 1, 2020. In order to receive the second allocation, localities are required to submit a new certification form and complete an online survey regarding the use of the CRF funds.

As soon as these two documents are fully completed and submitted, the Department of Accounts will initiate the transfer of funds to the local Treasurer. Localities may expect to receive the transfer by the state Comptroller within five business days following confirmation of receipt of these completed documents.

Guidance

It is extremely important for you to know that all of the same conditions that existed for the first round of CRF allocations continue for the second round of allocations. To that end, I encourage you to refer to my May 12, 2020, memorandum and to the federal guidance and frequently asked questions located at: https://home.treasury.gov/policy-issues/cares/state-and-local-governments

This information is routinely updated and has been revised several times since my May 12, 2020, memorandum. Compliance with the federal guidance is your responsibility and failure to do so could result in disallowed expenses requiring you to repay the associated funds to the federal government. As stated previously, if you fail to repay any funds spent for nonqualifying expenses as required by the federal government, the state Comptroller will recover such amounts from future state payments to your locality via the State Aid Intercept Program.

In addition to the revised federal guidance, on July 2, 2020, the U.S. Treasury's Office of the Inspector General issued information related to reporting and audit requirements that had not been published at the time of my original communication to you. Information regarding the audit and reporting requirements can be found at the same link provided above. Further, the State Comptroller's office has subrecipient monitoring responsibilities that will necessitate evaluation and additional correspondence with localities regarding the use of funds.

As a reminder, the overarching federal guidance states that these funds must be used for qualifying expenses of state and local governments. Specifically, the CARES Act provides that payments from the CRF only may be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The federal guidance continues to state that the CRF funds can be used only for the direct costs associated with the response to the COVID-19 pandemic and cannot be used to address revenue shortfalls. State and local government officials have requested that this restriction be lifted or that additional federal funds be provided to address the loss of state and local revenue. To date, no action has been taken by Congress to allow that flexibility or to provide funding for that purpose.

CRF funds should be considered "one time" monies and should not be used for ongoing services and/or base operations. Because the funds must be expended by December 30, localities are advised not to create services with expenses beyond that period. Any expenses beyond December 30, 2020, must be paid entirely by the locality from local funds.

Allocation of CRF Funds to Localities

The remaining fifty (50) percent of the locally-based allocations will be distributed to counties and cities by the Department of Accounts (DOA) after receipt from the locality of a new, signed certification form and after completion of a survey on the locality's actual and planned uses of the CRF funds. This distribution will be made to the local treasurer in the same manner that the first round of funds were distributed within five business days following receipt of the completed documents.

Each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population. Appendix A reflects the population used by U.S. Treasury to allocate CRF funds to the states. This population data is the basis for determining the allocations to each locality.

This table also reflects each locality's share of the remaining distribution based on the population data displayed. Please note that the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

Requirements: Survey on the Use of Funds and Certifications

General

The amounts listed in Appendix A reflect the funds that will be transferred to each locality after:

1. completion of an online survey located at: (NOTE: *the link to this survey will be provided by separate communication later this week*), and
2. receipt of a certification form (Appendix D) from the locality signed by the chief executive officer, the chief financial officer (Treasurer), and the chief elected officer.

Before signing the certification, I recommend that you read and understand the federal guidance and the frequently asked questions contained in Appendix B and Appendix C, respectively. The most recent information on this guidance and the frequently asked questions can be obtained at: https://home.treasury.gov/policy-issues/cares/state-and-local-governments

Please note that the certification statement includes an acknowledgment that you may be required to return funds to the federal government if it is determined that those funds were spent for purposes that do not qualify. Since these funds are being provided to you "up front" rather than on a reimbursement basis, it is important for you to understand that the burden of ensuring that all CRF funds are spent for qualifying purposes falls to the local government.

You are responsible for maintaining all necessary documentation to ensure compliance with the federal requirements. The State Comptroller is responsible for all subrecipient monitoring and may require additional information in the future from each locality to address that responsibility.

If the federal government determines that you have used CRF funds for purposes that do not qualify, you must return those funds to the state promptly so that they may be returned to the federal government. As a condition of receiving CRF funds, you are agreeing that the state can use state aid intercept to recover any funds necessary for expenses that were not for a qualifying purpose or that were unexpended as of December 30, 2020.

For Counties Only

As previously stated, the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

Counties must ensure that an equitable share of the CRF funds it receives are shared with and granted to each town within its jurisdiction. Just as with the funds retained by the county, the funds granted to towns must be spent in accordance with the same requirements and the same documentation must be retained for audit purposes. The county issuing the grant is responsible for the ensuring compliance with each town's documentation requirements and must ensure that the use of the funds meets the requirements set forth by the federal government.

Completion of Survey

The Commonwealth has partnered with Accenture to create a survey to collect data on how each locality has used or plans to use its allocation of CRF funds. The survey instrument, which must be completed online, will be made available later this week by separate communication. This communication will include instructions regarding access to and completion of the survey. For questions about completion of the survey, please contact Jason Saunders, General Government Coordinator, Department of Planning and Budget, at jason.saunders@dpb.virginia.gov.

We are requesting that this survey be completed no later than **5:00pm, Monday, August 10, 2020**, so that we may provide a report on the use of the CRF by locality to the General Assembly when it convenes for a special session beginning on August 18, 2020. For surveys that are not received by this due date, this report will reflect that the survey results were not received from that locality by the requested due date. More importantly, the survey must be completed, along with submission of the certification form, in order to receive the second distribution of CRF funds.

Submission of Certification

The certification in Appendix D contains more specific details on the responsibilities of the local governing body. A fillable .pdf form can be downloaded from the Secretary of Finance's Website under "Recent News" at: http://finance.virginia.gov/

The signed certification form should be submitted no later than **August 10, 2020**, to the Department of Accounts in electronic or hard copy form:

By Email to: GACCT@DOA.Virginia.gov

By US Mail to: Department of Accounts
Attention: Local CRF Certification
PO Box 1971
Richmond, VA 23218-1971

If you have any questions regarding the appropriate use of CRF funds, please refer to the U.S. Treasury Website and guidance. For questions about this process, you may contact my office at (804) 786-1148. If you have technical questions about the certification form or the distribution of

the funds, please contact Melinda Pearson, Director, General Accounting, Department of Accounts, at melinda.pearson@doa.virginia.gov or by phone at 804-225-2376.

Appendix A – Local Allocations

Annual Estimates of the Resident Population for Counties in Virginia: as of July 1, 2019	Statewide Total = 8,535,519	% of Total [1]	Current Allocation Base [2]= $744,691,122
Locality	**Population**		
.Accomack County, Virginia	32,316	0.3786%	$2,819,446
.Albemarle County, Virginia	109,330	1.2809%	$9,538,621
.Alleghany County, Virginia	14,860	0.1741%	$1,296,478
.Amelia County, Virginia	13,145	0.1540%	$1,146,851
.Amherst County, Virginia	31,605	0.3703%	$2,757,414
.Appomattox County, Virginia	15,911	0.1864%	$1,388,173
.Arlington County, Virginia	236,842	2.7748%	$20,663,551
.Augusta County, Virginia	75,558	0.8852%	$6,592,144
.Bath County, Virginia	4,147	0.0486%	$361,810
.Bedford County, Virginia	78,997	0.9255%	$6,892,184
.Bland County, Virginia	6,280	0.0736%	$547,906
.Botetourt County, Virginia	33,419	0.3915%	$2,915,679
.Brunswick County, Virginia	16,231	0.1902%	$1,416,092
.Buchanan County, Virginia	21,004	0.2461%	$1,832,518
.Buckingham County, Virginia	17,148	0.2009%	$1,496,097
.Campbell County, Virginia	54,885	0.6430%	$4,788,505
.Caroline County, Virginia	30,725	0.3600%	$2,680,638
.Carroll County, Virginia	29,791	0.3490%	$2,599,150
.Charles City County, Virginia	6,963	0.0816%	$607,495
.Charlotte County, Virginia	11,880	0.1392%	$1,036,484
.Chesterfield County, Virginia	352,802	4.1333%	$30,780,614
.Clarke County, Virginia	14,619	0.1713%	$1,275,451
.Craig County, Virginia	5,131	0.0601%	$447,660
.Culpeper County, Virginia	52,605	0.6163%	$4,589,583
.Cumberland County, Virginia	9,932	0.1164%	$866,529
.Dickenson County, Virginia	14,318	0.1677%	$1,249,190
.Dinwiddie County, Virginia	28,544	0.3344%	$2,490,354
.Essex County, Virginia	10,953	0.1283%	$955,607
.Fairfax County, Virginia	1,147,532	13.4442%	N/A
.Fauquier County, Virginia	71,222	0.8344%	$6,213,845
.Floyd County, Virginia	15,749	0.1845%	$1,374,040
.Fluvanna County, Virginia	27,270	0.3195%	$2,379,202
.Franklin County, Virginia	56,042	0.6566%	$4,889,448
.Frederick County, Virginia	89,313	1.0464%	$7,792,215
.Giles County, Virginia	16,720	0.1959%	$1,458,756

Appendix A – Local Allocations

.Gloucester County, Virginia	37,348	0.4376%	$3,258,469
.Goochland County, Virginia	23,753	0.2783%	$2,072,358
.Grayson County, Virginia	15,550	0.1822%	$1,356,678
.Greene County, Virginia	19,819	0.2322%	$1,729,131
.Greensville County, Virginia	11,336	0.1328%	$989,022
.Halifax County, Virginia	33,911	0.3973%	$2,958,604
.Hanover County, Virginia	107,766	1.2626%	$9,402,168
.Henrico County, Virginia	330,818	3.8758%	$28,862,595
.Henry County, Virginia	50,557	0.5923%	$4,410,903
.Highland County, Virginia	2,190	0.0257%	$191,069
.Isle of Wight County, Virginia	37,109	0.4348%	$3,237,617
.James City County, Virginia	76,523	0.8965%	$6,676,337
.King and Queen County, Virginia	7,025	0.0823%	$612,904
.King George County, Virginia	26,836	0.3144%	$2,341,338
.King William County, Virginia	17,148	0.2009%	$1,496,097
.Lancaster County, Virginia	10,603	0.1242%	$925,071
.Lee County, Virginia	23,423	0.2744%	$2,043,566
.Loudoun County, Virginia	413,538	4.8449%	$36,079,596
.Louisa County, Virginia	37,591	0.4404%	$3,279,670
.Lunenburg County, Virginia	12,196	0.1429%	$1,064,054
.Madison County, Virginia	13,261	0.1554%	$1,156,971
.Mathews County, Virginia	8,834	0.1035%	$770,732
.Mecklenburg County, Virginia	30,587	0.3583%	$2,668,598
.Middlesex County, Virginia	10,582	0.1240%	$923,239
.Montgomery County, Virginia	98,535	1.1544%	$8,596,799
.Nelson County, Virginia	14,930	0.1749%	$1,302,585
.New Kent County, Virginia	23,091	0.2705%	$2,014,601
.Northampton County, Virginia	11,710	0.1372%	$1,021,652
.Northumberland County, Virginia	12,095	0.1417%	$1,055,242
.Nottoway County, Virginia	15,232	0.1785%	$1,328,933
.Orange County, Virginia	37,051	0.4341%	$3,232,557
.Page County, Virginia	23,902	0.2800%	$2,085,357
.Patrick County, Virginia	17,608	0.2063%	$1,536,230
.Pittsylvania County, Virginia	60,354	0.7071%	$5,265,654
.Powhatan County, Virginia	29,652	0.3474%	$2,587,023
.Prince Edward County, Virginia	22,802	0.2671%	$1,989,387
.Prince George County, Virginia	38,353	0.4493%	$3,346,151
.Prince William County, Virginia	470,335	5.5103%	$41,034,915
.Pulaski County, Virginia	34,027	0.3987%	$2,968,725
.Rappahannock County, Virginia	7,370	0.0863%	$643,004
.Richmond County, Virginia	9,023	0.1057%	$787,222

Appendix A – Local Allocations

.Roanoke County, Virginia	94,186	1.1035%	$8,217,365
.Rockbridge County, Virginia	22,573	0.2645%	$1,969,407
.Rockingham County, Virginia	81,948	0.9601%	$7,149,647
.Russell County, Virginia	26,586	0.3115%	$2,319,526
.Scott County, Virginia	21,566	0.2527%	$1,881,550
.Shenandoah County, Virginia	43,616	0.5110%	$3,805,328
.Smyth County, Virginia	30,104	0.3527%	$2,626,458
.Southampton County, Virginia	17,631	0.2066%	$1,538,237
.Spotsylvania County, Virginia	136,215	1.5959%	$11,884,234
.Stafford County, Virginia	152,882	1.7911%	$13,338,365
.Surry County, Virginia	6,422	0.0752%	$560,295
.Sussex County, Virginia	11,159	0.1307%	$973,580
.Tazewell County, Virginia	40,595	0.4756%	$3,541,757
.Warren County, Virginia	40,164	0.4706%	$3,504,154
.Washington County, Virginia	53,740	0.6296%	$4,688,608
.Westmoreland County, Virginia	18,015	0.2111%	$1,571,739
.Wise County, Virginia	37,383	0.4380%	$3,261,523
.Wythe County, Virginia	28,684	0.3361%	$2,502,568
.York County, Virginia	68,280	0.8000%	$5,957,167
.Alexandria city, Virginia	159,428	1.8678%	$13,909,478
.Bristol city, Virginia	16,762	0.1964%	$1,462,420
.Buena Vista city, Virginia	6,478	0.0759%	$565,181
.Charlottesville city, Virginia	47,266	0.5538%	$4,123,776
.Chesapeake city, Virginia	244,835	2.8684%	$21,360,910
.Colonial Heights city, Virginia	17,370	0.2035%	$1,515,466
.Covington city, Virginia	5,538	0.0649%	$483,169
.Danville city, Virginia	40,044	0.4691%	$3,493,685
.Emporia city, Virginia	5,346	0.0626%	$466,418
.Fairfax city, Virginia	24,019	0.2814%	$2,095,565
.Falls Church city, Virginia	14,617	0.1712%	$1,275,277
.Franklin city, Virginia	7,967	0.0933%	$695,090
.Fredericksburg city, Virginia	29,036	0.3402%	$2,533,279
.Galax city, Virginia	6,347	0.0744%	$553,751
.Hampton city, Virginia	134,510	1.5759%	$11,735,479
.Harrisonburg city, Virginia	53,016	0.6211%	$4,625,442
.Hopewell city, Virginia	22,529	0.2639%	$1,965,568
.Lexington city, Virginia	7,446	0.0872%	$649,635
.Lynchburg city, Virginia	82,168	0.9627%	$7,168,841
.Manassas city, Virginia	41,085	0.4813%	$3,584,508
.Manassas Park city, Virginia	17,478	0.2048%	$1,524,888
.Martinsville city, Virginia	12,554	0.1471%	$1,095,288

Appendix A – Local Allocations

.Newport News city, Virginia	179,225	2.0998%	$15,636,690
.Norfolk city, Virginia	242,742	2.8439%	$21,178,304
.Norton city, Virginia	3,981	0.0466%	$347,327
.Petersburg city, Virginia	31,346	0.3672%	$2,734,818
.Poquoson city, Virginia	12,271	0.1438%	$1,070,597
.Portsmouth city, Virginia	94,398	1.1059%	$8,235,862
.Radford city, Virginia	18,249	0.2138%	$1,592,155
.Richmond city, Virginia	230,436	2.6997%	$20,104,653
.Roanoke city, Virginia	99,143	1.1615%	$8,649,844
.Salem city, Virginia	25,301	0.2964%	$2,207,415
.Staunton city, Virginia	24,932	0.2921%	$2,175,221
.Suffolk city, Virginia	92,108	1.0791%	$8,036,068
.Virginia Beach city, Virginia	449,974	5.2718%	$39,258,497
.Waynesboro city, Virginia	22,630	0.2651%	$1,974,380
.Williamsburg city, Virginia	14,954	0.1752%	$1,304,679
.Winchester city, Virginia	28,078	0.3290%	$2,449,697
Total Funds Distributed (excludes Fairfax County)			**$644,573,383**
Source: U.S. Census Bureau, Population Division			
Release Date: March 2020			

[1] **Note:** Percentages are displayed as rounded numbers, however, the distributions are calculated using the full values.

[2] **Note:** The total allocation base includes Fairfax County in order to correctly calculate the allocation for the remaining localities.

Appendix B: Coronavirus Relief Fund – Guidance from U.S. Treasury

Guidance for State, Territorial, Local, and Tribal Governments
Updated June 30, 2020[1]

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated $150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.[2]

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

[1] This version updates the guidance provided under "Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020".
[2] *See* Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the "covered period"). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID–19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient's usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
    - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
    - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
    - Costs of providing COVID-19 testing, including serological testing.
    - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
    - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
    - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
    - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
    - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
    - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
    - Expenses for public safety measures undertaken in response to COVID-19.
    - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
   - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
   - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
   - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures[3]

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.[4]
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

[3] In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.
Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

[4] *See* 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

Appendix C: Coronavirus Relief Fund – Frequently Asked Questions

The content below was provided by the U.S. Department of the Treasury.

Coronavirus Relief Fund
Frequently Asked Questions
Updated as of July 8, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").[1] Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

[1] The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

Appendix C: Coronavirus Relief Fund – Frequently Asked Questions

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

Appendix C: Coronavirus Relief Fund – Frequently Asked Questions

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum $1.25 billion allocation and had one county with a population over 500,000 that received $250 million directly. The State should distribute 45 percent of the $1 billion it received, or $450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend $750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Appendix D: Certification for Use of Coronavirus Relief Fund

Note: Provided for reference only - download a fillable .pdf copy of this form from the Secretary of Finance's Website under "Recent News" at: http://finance.virginia.gov/

CERTIFICATION for RECEIPT of
CORONAVIRUS RELIEF FUND PAYMENTS
by
[INSERT NAME OF LOCAL GOVERNMENT]

We the undersigned represent **[insert name of local government]** (the locality), and we certify that:

1. we have the authority to request direct payment on behalf of the locality from the Commonwealth of Virginia of revenues from the Coronavirus Relief Fund (CRF) pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. we understand that the Commonwealth of Virginia will rely on this certification as a material representation in making a direct payment to the locality.
3. the locality 's proposed uses of the funds received as direct payment from the Commonwealth of Virginia under section 601(b) of the Social Security Act will be used only to cover those costs that:
    a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
    b. were not accounted for in the budget most recently approved as of March 27, 2020, for the locality; and
    c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. any funds that are not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the locality or its grantee(s), must be returned to Commonwealth of Virginia no later than December 30, 2020, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any such unexpended funds that have not been returned to the Commonwealth within 30 days of December 30, 2020.
5. we understand that the locality will not receive continued funding beyond December 30, 2020, from any source to continue paying expenses or providing services that were initiated or previously supported from CRF funds prior to December 30, 2020.
6. funds received as a direct payment from the Commonwealth of Virginia pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
7. any CRF funds expended by the locality or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to

invoke state aid intercept to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.

8. as a condition of receiving the CRF funds pursuant to this certification, the locality shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or sales receipts. Such documentation shall be produced to the Commonwealth of Virginia upon request.
9. the locality must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.
10. any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.
11. any CRF funds received pursuant to this certification will not be used for expenditures for which the locality has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

For counties only

12. an equitable share of CRF funds received pursuant to this certification shall be shared with and granted to each town within its jurisdiction. Such grant(s) shall be used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements required by this certification and shall ensure that the use of the funds meets the requirements set forth in this certification.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

By: _____	By: _____	By: _____
Signature: _____	Signature: _____	Signature: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Coronavirus Relief Fund
Frequently Asked Questions
Updated as of July 8, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").[1] Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

[1] The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum $1.25 billion allocation and had one county with a population over 500,000 that received $250 million directly. The State should distribute 45 percent of the $1 billion it received, or $450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend $750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

CERTIFICATION for RECEIPT of
CORONAVIRUS RELIEF FUND PAYMENTS
by
COUNTY OF RUSSELL VIRGINIA

We the undersigned represent **COUNTY OF RUSSELL VIRGINIA**

(the locality), and we certify that:

1. we have the authority to request direct payment on behalf of the locality from the Commonwealth of Virginia of revenues from the Coronavirus Relief Fund (CRF) pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. we understand that the Commonwealth of Virginia will rely on this certification as a material representation in making a direct payment to the locality.
3. the locality 's proposed uses of the funds received_as direct payment from the Commonwealth of Virginia_under section 601(b) of the Social Security Act will be used only to cover those costs that:
    a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
    b. were not accounted for in the budget most recently approved as of March 27, 2020, for the locality; and
    c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. any funds that are not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the locality or its grantee(s), must be returned to Commonwealth of Virginia no later than December 30, 2020, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any such unexpended funds that have not been returned to the Commonwealth within 30 days of December 30, 2020.
5. we understand that the locality will not receive continued funding beyond December 30, 2020, from any source to continue paying expenses or providing services that were initiated or previously supported from CRF funds prior to December 30, 2020.
6. funds received as a direct payment from the Commonwealth of Virginia pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
7. any CRF funds expended by the locality or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.
8. as a condition of receiving the CRF funds pursuant to this certification, the locality shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or sales receipts. Such documentation shall be produced to the Commonwealth of Virginia upon request.
9. the locality must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.

10. any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.
11. any CRF funds received pursuant to this certification will not be used for expenditures for which the locality has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

For counties only

12. an equitable share of CRF funds received pursuant to this certification shall be shared with and granted to each town within its jurisdiction. Such grant(s) shall be used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements required by this certification and shall ensure that the use of the funds meets the requirements set forth in this certification.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

By: Enter Local Official Name	By: Enter Local Official Name	By: Enter Local Official Name
Signature:	Signature:	Signature:
Title: Enter Local Official Title	Title: Enter Local Official Title	Title: Enter Local Official Title
Date:	Date:	Date:

RUSSELL COUNTY "CARES" FUND ACCOUNT MARCH 1, 2020 - DECMEMBER 31, 2020 Compiled: July 20, 2020	
RUSSELL COUNTY "CARES" RELIEF FUND TOTAL:	**$2,319,526**
Town's CARES Fund (Transferred to Towns)	
Town of Lebanon	**$266,514**
Town of Honaker	**$120,847**
Town of Cleveland	**$17,615**
Town of Saint Paul	**$15,077**
Town's CARES Fund Totals	**$420,053**
County Operational Expenses	
Medical and Protective Supplies (masks, hand sanitizer stations & refills, and gloves, etc.)	**$29,774**
Payroll for Public Personnel (Public personnel dedicatedto Covid-19 responses - EMS, Sheriffs Office, 911 Staff, County Staff, Disposal Staff, Janitorial Staff, etc.)	**$532,482**
Voter Registrar's Office (processing absentee ballots)	**$0**
Health & Human Services	**$0**
COVID-related Expenditures	**$0**
Operational Expenses Totals	**$562,256**
Public Facility Safety Modifications	
Cleaning Supplies & Services (Hiring part-time staff; sanitizing meeting rooms, courts, and government facilities)	**$31,258**
New Medical/Emergency Response Equipment	**$0**
Decontamination Equipment	**$0**
Safety Modifications to Public Buildings (Touchless Entry Systems, Plexiglass Screening, Air Filters, etc.)	**$6,086**
Public Facility Safety Modifications Totals	**$37,344**
Business Support & Recovery	
Small Business Grant Program	**$0**
PPE Kits for Businesses	**$0**
Creation of Safe Public Spaces	**$0**
Business Support & Recovery Totals	**$0**

Community Assistance Programs	
Nonprofit Support & Community Partnerships	**$0**
Housing/ Homelessness	**$0**
Volunteer Fire and Rescue	**$45,000**
Community Assistance Programs Totals	**$45,000**
School System Response & Adaptation	**School Board Managed**
Technology & Telework	
Telework Equipment (remote meeting equipment, laptops, etc.)	**$31,316**
Upgrade Financial Software (online bill paying)	**$0**
WIFI Upgrade	**$0**
Techology & Telwork Totals	**$31,316**
Other Covid-19 Related Expenses	
Local match on COVID expenditures	**$0**
Regional Jail Expenses	**$0**
Legal Expenses	**$0**
Secure a Line of Credit	**$0**
Other Covid-19 Related Expenses Totals	**$0**
Broadband Projects	
Extend Hot Spots	**$4,256**
Broadband Projects Totals	**$4,256**
CARES Funds as Grant Match	
Plan to use CARES Funds to Leverage other Grant Programs	**$0**
CARES Funds as Grant Match Totals	**$0**
CARES Fund Account	
Total CARES Expenditures To-Date (7/20/2020)	**$1,100,225**
CARES Fund Balance: (7/20/2020)	**$1,219,301**

Russell County Virginia

"The Heart of Southwest Virginia"

Resolution of Support

Virginia Smart Scale Project Applications for the County of Russell, Virginia

WHEREAS, a comprehensive, cooperative, and continuing planning process is to be carried out in Russell County Virginia; and

WHEREAS, Virginia Smart Scale established a prioritization and scoring process to evaluate projects for funding and project selection by the Commonwealth Transportation Board; and

WHEREAS, Applications for the Virginia Smart Scale process are due August 17, 2020; and

WHEREAS, Counties are eligible to submit projects on Corridors of Statewide Significance with a resolution of support from the Russell County Board of Supervisors; and

NOW, THEREFORE, BE IT RESOLVED by the Russell County Board of Supervisors as follows:

> **That the U.S. Route 19 EB Super Elevation Improvements Project in the County of Russell, Virginia, is fully supported and endorsed by the Russell County Board of Supervisors for the Smart Scale application and funding process.**

BE IT FURTHER RESOLVED that a Resolution of Support for Virginia Smart Scale Project Applications for the County of Russell, Virginia is hereby approved.

RESOLVED this 3rd day of August 2020, by the following vote:

Recorded Vote:

Moved By: _____

Seconded By: _____ _____

Yeas: _____ **Rebecca Dye, Chairperson**

Nays: _____ **County of Russell Virginia**

Russell County Government Center
137 Highland Drive · Lebanon, Virginia 24266 · (276) 889-8000 · Fax (276) 889-8011
www.russellcountyva.us

Project : 19 Superelevation Russell Co
UPC: XXXXX
Date: 7/29/20
Estimator: Name

For Recent Bid History Click Link

FOR USE IN PRE-SCOPING AND SCOPING CONSTRUCTION ESTIMATES

(This is not intended to be a detailed pay item breakdown. It is intended to be tool that assists users in preparing early estimates prior to having developed plans. TRNSPRT should be utilized by the PFI stage.)

ITEM	Unit	Quantity	Unit Price	Amount
MOBILIZATION	LS	1	$113,136	$113,136
CONSTRUCTION SURVEYING	LS	1	$25,000	$25,000
GRADING ITEMS				
CLEARING AND GRUBBING	ACRE	2	$20,000	$39,669
REGULAR EXCAVATION	CY	32444	$17	$551,556
BORROW EXCAVATION	CY	0	$15	$0
UNSUITABLE MAT'l. (paid as Regular Excav.)	CY	1185	$17	$20,148
BACKFILL STONE (NO. 1) FOR UNSUITABLE MATL. AREAS	TONS	2400	$20	$48,000
DRY RIPRAP	TONS	0	$40	$0
Sub-Total				**$659,373**
Grading Items Contingency		-		**$98,906**
DRAINAGE ITEMS				
CONCRETE BOX CULVERT	LF	0	$2,500	$0
PIPES UNDER 36"	LF	300	$125	$37,500
PIPES OVER 36"	LF	0	$250	$0
END WALLS FOR PIPES OVER 36"	EA	0	$300	$0
DROP INLETS	EA	1	$1,000	$1,000
CURB AND GUTTER	LF	0	$35	$0
Sub-Total				**$38,500**
Drainage Items Contingency		-		**$1,925**
PAVEMENT ITEMS				
SURFACE COURSE	TONS	548	$110	$60,231
INTERMEDIATE COURSE	TONS	859	$100	$85,867
BASE COURSE	TONS	1717	$90	$154,560
SUBBASE COURSE	TONS	4049	$20	$80,984
No.1 STONE	TONS	2880	$25	$72,000
DEMOLITON OF PAVEMENT	SY	0	$10	$0
PLANNING 0"- 2" FOR OVERLAY SECTION	SY	0	$2	$0
Sub-Total				**$453,642**
Pavement Items Contingency		-		**$22,682**
INCIDENTAL ITEMS				
RETAINING WALLS (CONC.)	CY	0	$400	$0
RURAL PRIVATE ENTRANCE	EA	4	$2,000	$8,000
URBAN PRIVATE ENTRANCE	EA	0	$5,000	$0
COMMERCIAL ENTRANCE	EA	0	$10,000	$0
Sub-Total				**$8,000**
Incidental Items Contingency		-		**$400**
PROTECTIVE ITEMS				
MAINTENANCE OF TRAFFIC (LUMP SUM)	LS	1	$300,000	$300,000
FIELD OFFICE	MO	0	$2,000	$0
SIDEWALK	SY	0	$90	$0
Sub-Total				**$300,000**
Protective Items Contingency		-		**$15,000**

EROSION CONTROL				
STORM WATER MANAGEMENT FACILITY	EA	-	-	$150,000
SEEDING	LB	1200	$15	$18,000
TEMP. SILT FENCE	LF	3200	$4	$12,800
CHECK DAMS TY. I OR II	EA	32	$500	$16,000
Sub-Total				**$196,800**
E&S Control Items Contingency		-		**$9,840**
UTILITIES				
BELOW GROUND UTILITIES (LUMP SUM $$$$)	LF	0	$75	$0
Sub-Total				**$0**
Right of Way Contingency (XX%)		-		**$0**
TRAFFIC AND SAFETY				
PERMANENT SIGNAL (LUMP SUM)	EA	0	$300,000	$0
PAVEMENT MARKINGS (IF APPLICABLE)	LF	6400	$1	$6,400
GUARDRAIL	LF	0	$25	$0
GUARDRAIL END TREATMENT	EA	0	$2,500	$0
GR-FOA'S IF BRIDGE IS ON PROJECT	EA	0	$2,000	$0
Sub-Total				**$6,400**
Traffic Items Contingency		-		**$320**
BRIDGE				
NS BRIDGE	SF	0	$400	$0
DEMOLITION OF EXISTING BRIDGE	LS	0	$18	$0
Sub-Total				**$0**
Bridge Items Contingency		-		**$0**
STREAM/WETLAND MITIGATION THAT IS INCLUDED IN CONSTRUCTION				
Stream Mitigation	LF	0	$700	**$0**
Wetland Mitigation	Acre	0	$75,000	**$0**
MISCELLANEOUS ITEMS NOT IN SPREADSHEET CAN BE ADDED HERE				
Alignment 1	LS		$0	$0
Alignment 2	LS		$0	$0
Alignment 3	LS		$0	$0
Alignment 4	LS		$0	$0
Alignment 5	LS		$0	$0
Alignment 6	LS		$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
Contingency Total				$149,073
Mobilization				$113,136
Construction Survey				$25,000
Sub-Total				$1,662,715
Total				$1,949,924
CEI & CONTIGENCY				
CEI OF AT LEAST 12% AS A LUMP SUM ITEM	LS	1	20.00%	$389,985
PROJECT CONTINGENCY	Tier I		5%	$83,136
GRAND TOTAL				**$2,430,000**

Summary Notes

Contingency % can be adjusted based on your comfort level with item quantity
Unit prices can be adjusted. Use current unit prices as a guide
CEI % can be adjusted
Add any additional items that are important to the estimate in Misc. Section
All items in "green" are locked
PE or RW cost is not included in this estimate
Cells with RED tabs include comments for clarifications

Project : 19 Superelevation Russell Co
UPC: XXXXX
Date: 7/29/20
Estimator: Name

For Recent Bid History Click Link

FOR USE IN PRE-SCOPING AND SCOPING CONSTRUCTION ESTIMATES

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MOBILIZATION	LS	1	$113,136	$113,136
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GRADING ITEMS				
CLEARING AND GRUBBING	ACRE	2	$20,000	$39,669
REGULAR EXCAVATION	CY	32444	$17	$551,556
BORROW EXCAVATION	CY	0	$15	$0
UNSUITABLE MAT'l. (paid as Regular Excav.)	CY	1185	$17	$20,148
BACKFILL STONE (NO. 1) FOR UNSUITABLE MATL. AREAS	TONS	2400	$20	$48,000
DRY RIPRAP	TONS	0	$40	$0
Sub-Total				**$659,373**
Grading Items Contingency (XX%)		**15.00%**		**$98,906**
DRAINAGE ITEMS				
CONCRETE BOX CULVERT	LF	0	$2,500	$0
PIPES UNDER 36"	LF	300	$125	$37,500
PIPES OVER 36"	LF	0	$250	$0
END WALLS FOR PIPES OVER 36"	EA	0	$300	$0
DROP INLETS	EA	1	$1,000	$1,000
CURB AND GUTTER	LF	0	$35	$0
Sub-Total				**$38,500**
Drainage Items Contingency (XX%)		**5.00%**		**$1,925**
PAVEMENT ITEMS				
SURFACE COURSE	TONS	548	$110	$60,231
INTERMEDIATE COURSE	TONS	859	$100	$85,867
BASE COURSE	TONS	1717	$90	$154,560
SUBBASE COURSE	TONS	4049	$20	$80,984
No.1 STONE	TONS	2880	$25	$72,000
DEMOLITON OF PAVEMENT	SY	0	$10	$0
PLANNING 0"- 2" FOR OVERLAY SECTION	SY	0	$2	$0
Sub-Total				**$453,642**
Pavement Items Contingency (XX%)		**5.00%**		**$22,682**
INCIDENTAL ITEMS				
RETAINING WALLS (CONC.)	CY	0	$400	$0
RURAL PRIVATE ENTRANCE	EA	4	$2,000	$8,000
URBAN PRIVATE ENTRANCE	EA	0	$5,000	$0
COMMERCIAL ENTRANCE	EA	0	$10,000	$0
Sub-Total				**$8,000**
Incidental Items Contingency (XX%)		**5.00%**		**$400**
PROTECTIVE ITEMS				
MAINTENANCE OF TRAFFIC (LUMP SUM)	LS	1	$300,000	$300,000
FIELD OFFICE	MO	0	$2,000	$0
SIDEWALK	SY	0	$90	$0
Sub-Total				**$300,000**
Protective Items Contingency (XX%)		**5.00%**		**$15,000**

EROSION CONTROL				
STORM WATER MANAGEMENT FACILITY	EA	1	$150,000	$150,000
SEEDING	LB	1200	$15	$18,000
TEMP. SILT FENCE	LF	3200	$4	$12,800
CHECK DAMS TY. I OR II	EA	32	$500	$16,000
Sub-Total				**$196,800**
E&S Control Items Contingency (XX%)		**5.00%**		**$9,840**
UTILITIES				
BELOW GROUND UTILITIES (LUMP SUM $$$$)	LF	0	$75	$0
Sub-Total				**$0**
Right of Way Contingency (XX%)		**5.00%**		**$0**
TRAFFIC AND SAFETY				
PERMANENT SIGNAL (LUMP SUM)	EA	0	$300,000	$0
PAVEMENT MARKINGS (IF APPLICABLE)	LF	6400	$1	$6,400
GUARDRAIL	LF	0	$25	$0
GUARDRAIL END TREATMENT	EA	0	$2,500	$0
GR-FOA'S IF BRIDGE IS ON PROJECT	EA	0	$2,000	$0
Sub-Total				**$6,400**
Traffic Items Contingency (XX%)		**5.00%**		**$320**
BRIDGE				
NS BRIDGE	SF	0	$400	$0
DEMOLITION OF EXISTING BRIDGE	LS	0	$18	$0
Sub-Total				**$0**
Bridge Items Contingency (XX%)		**5.00%**		**$0**
STREAM/WETLAND MITIGATION THAT IS INCLUDED IN CONSTRUCTION				
Stream Mitigation	LF	0	$700	**$0**
Wetland Mitigation	Acre	0	$75,000	**$0**
MISCELLANEOUS ITEMS NOT IN SPREADSHEET CAN BE ADDED HERE				
Saw Cut	LF		$0	$0
Demo of Buildings/Clearing Parcels	LS		$0	$0
	SF		$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
Contingency Total				$149,073
Mobilization				$113,136
Construction Survey				$25,000
Sub-Total				$1,662,715
Total				$1,949,924
CEI & CONTIGENCY				
CEI OF AT LEAST 12% AS A LUMP SUM ITEM	LS	1	12.00%	$233,991
PROJECT CONTINGENCY	Tier I		5%	$83,136
GRAND TOTAL				**$2,270,000**

Summary Notes

Contingency % can be adjusted based on your comfort level with item quantity
Unit prices can be adjusted. Use current unit prices as a guide
CEI % can be adjusted
Add any additional items that are important to the estimate in Misc. Section
All items in "green" are locked
PE or RW cost is not included in this estimate
Cells with RED tabs include comments for clarifications

Russell County Virginia

"The Heart of Southwest Virginia"

Resolution of Support

Virginia Smart Scale Project Applications for the County of Russell, Virginia

WHEREAS, a comprehensive, cooperative, and continuing planning process is to be carried out in Russell County Virginia; and

WHEREAS, Virginia Smart Scale established a prioritization and scoring process to evaluate projects for funding and project selection by the Commonwealth Transportation Board; and

WHEREAS, Applications for the Virginia Smart Scale process are due August 17, 2020; and

WHEREAS, Counties are eligible to submit projects on Corridors of Statewide Significance with a resolution of support from the Russell County Board of Supervisors; and

NOW, THEREFORE, BE IT RESOLVED by the Russell County Board of Supervisors as follows:

> **That the U.S. Route 58 Alt. Turn Lane Improvements at Sundown Drive Project in the County of Russell, Virginia, is fully supported and endorsed by the Russell County Board of Supervisors for the Smart Scale application and funding process.**

BE IT FURTHER RESOLVED that a Resolution of Support for Virginia Smart Scale Project Applications for the County of Russell, Virginia is hereby approved.

RESOLVED this 3rd day of August 2020, by the following vote:

Recorded Vote:

Moved By: _____

Seconded By: _____

Yeas: _____

Nays: _____

_____

Rebecca Dye, Chairperson

County of Russell Virginia

Project : 58 Turn Lanes Russell Co
UPC: XXXXX
Date: 7/29/20
Estimator: Name

For Recent Bid History Click Link

FOR USE IN PRE-SCOPING AND SCOPING CONSTRUCTION ESTIMATES

(This is not intended to be a detailed pay item breakdown. It is intended to be tool that assists users in preparing early estimates prior to having developed plans. TRNSPRT should be utilized by the PFI stage.)

ITEM	Unit	Quantity	Unit Price	Amount
MOBILIZATION	LS	1	$62,578	$62,578
CONSTRUCTION SURVEYING	LS	1	$12,000	$12,000
GRADING ITEMS				
CLEARING AND GRUBBING	ACRE	1	$20,000	$13,774
REGULAR EXCAVATION	CY	4700	$17	$79,900
BORROW EXCAVATION	CY	0	$15	$0
UNSUITABLE MAT'l. (paid as Regular Excav.)	CY	0	$17	$0
BACKFILL STONE (NO. 1) FOR UNSUITABLE MATL. AREAS	TONS	0	$20	$0
DRY RIPRAP	TONS	0	$40	$0
Sub-Total				**$93,674**
Grading Items Contingency		-		**$12,287**
DRAINAGE ITEMS				
CONCRETE BOX CULVERT	LF	0	$2,500	$0
PIPES UNDER 36"	LF	400	$125	$50,000
PIPES OVER 36"	LF	0	$250	$0
END WALLS FOR PIPES OVER 36"	EA	0	$300	$0
DROP INLETS	EA	2	$1,000	$2,000
CURB AND GUTTER	LF	0	$35	$0
Sub-Total				**$52,000**
Drainage Items Contingency		-		**$2,600**
PAVEMENT ITEMS				
SURFACE COURSE	TONS	176	$110	$19,360
INTERMEDIATE COURSE	TONS	184	$100	$18,400
BASE COURSE	TONS	552	$90	$49,680
SUBBASE COURSE	TONS	763	$20	$15,264
No.1 STONE	TONS	0	$25	$0
DEMOLITON OF PAVEMENT	SY	222	$10	$2,222
PLANNING 0"- 2" FOR OVERLAY SECTION	SY	0	$2	$0
Sub-Total				**$104,926**
Pavement Items Contingency		-		**$5,246**
INCIDENTAL ITEMS				
RETAINING WALLS (CONC.)	CY	0	$400	$0
RURAL PRIVATE ENTRANCE	EA	0	$2,000	$0
URBAN PRIVATE ENTRANCE	EA	0	$5,000	$0
COMMERCIAL ENTRANCE	EA	0	$10,000	$0
Sub-Total				**$0**
Incidental Items Contingency		-		**$0**
PROTECTIVE ITEMS				
MAINTENANCE OF TRAFFIC (LUMP SUM)	LS	1	$250,000	$250,000
FIELD OFFICE	MO	6	$2,000	$12,000
SIDEWALK	SY	0	$90	$0
Sub-Total				**$262,000**
Protective Items Contingency		-		**$13,100**

EROSION CONTROL				
STORM WATER MANAGEMENT FACILITY	EA	-	-	$0
SEEDING	LB	500	$15	$7,500
TEMP. SILT FENCE	LF	1600	$4	$6,400
CHECK DAMS TY. I OR II	EA	16	$500	$8,000
Sub-Total				**$21,900**
E&S Control Items Contingency		-		**$1,095**
UTILITIES				
BELOW GROUND UTILITIES (LUMP SUM $$$$)	LF	400	$75	$30,000
Sub-Total				**$30,000**
Right of Way Contingency (XX%)		-		**$1,500**
TRAFFIC AND SAFETY				
PERMANENT SIGNAL (LUMP SUM)	EA	0	$300,000	$0
PAVEMENT MARKINGS (IF APPLICABLE)	LF	3200	$1	$3,200
GUARDRAIL	LF	0	$25	$0
GUARDRAIL END TREATMENT	EA	0	$2,500	$0
GR-FOA'S IF BRIDGE IS ON PROJECT	EA	0	$2,000	$0
Sub-Total				**$3,200**
Traffic Items Contingency		-		**$160**
BRIDGE				
NS BRIDGE	SF	0	$400	$0
DEMOLITION OF EXISTING BRIDGE	LS	0	$18	$0
Sub-Total				**$0**
Bridge Items Contingency		-		**$0**
STREAM/WETLAND MITIGATION THAT IS INCLUDED IN CONSTRUCTION				
Stream Mitigation	LF	0	$700	**$0**
Wetland Mitigation	Acre	0	$75,000	**$0**
MISCELLANEOUS ITEMS NOT IN SPREADSHEET CAN BE ADDED HERE				
Alignment 1	LS		$0	$0
Alignment 2	LS		$0	$0
Alignment 3	LS		$0	$0
Alignment 4	LS		$0	$0
Alignment 5	LS		$0	$0
Alignment 6	LS		$0	$0
Rock Excavation	LS	1	$200,000	$200,000
			$0	$0
			$0	$0
			$0	$0
Contingency Total				$35,988
Mobilization				$62,578
Construction Survey				$12,000
Sub-Total				$767,700
Total				$878,266
CEI & CONTIGENCY				
CEI OF AT LEAST 12% AS A LUMP SUM ITEM	LS	1	20.00%	$175,653
PROJECT CONTINGENCY	Tier I		5%	$38,385
GRAND TOTAL				**$1,100,000**

Summary Notes

Contingency % can be adjusted based on your comfort level with item quantity
Unit prices can be adjusted. Use current unit prices as a guide
CEI % can be adjusted
Add any additional items that are important to the estimate in Misc. Section
All items in "green" are locked
PE or RW cost is not included in this estimate
Cells with RED tabs include comments for clarifications

Project : 58 Turn Lanes Russell Co
UPC: XXXXX
Date: 7/29/20
Estimator: Name

For Recent Bid History Click Link

FOR USE IN PRE-SCOPING AND SCOPING CONSTRUCTION ESTIMATES

(This is not intended to be a detailed pay item breakdown. It is intended to be tool that assists users in preparing early estimates prior to having developed plans. TRNSPRT should be utilized by the PFI stage.)

ITEM	Unit	Quantity	Unit Price	Amount
MOBILIZATION	LS	1	$26,815	$26,815
CONSTRUCTION SURVEYING	LS	1	$5,000	$5,000
GRADING ITEMS				
CLEARING AND GRUBBING	ACRE	0	$20,000	$9,734
REGULAR EXCAVATION	CY	3900	$17	$66,300
BORROW EXCAVATION	CY	0	$15	$0
UNSUITABLE MAT'l. (paid as Regular Excav.)	CY	0	$17	$0
BACKFILL STONE (NO. 1) FOR UNSUITABLE MATL. AREAS	TONS	0	$20	$0
DRY RIPRAP	TONS	0	$40	$0
Sub-Total				**$76,034**
Grading Items Contingency (XX%)		**15.00%**		**$11,405**
DRAINAGE ITEMS				
CONCRETE BOX CULVERT	LF	0	$2,500	$0
PIPES UNDER 36"	LF	50	$125	$6,250
PIPES OVER 36"	LF	0	$250	$0
END WALLS FOR PIPES OVER 36"	EA	0	$300	$0
DROP INLETS	EA	0	$1,000	$0
CURB AND GUTTER	LF	0	$35	$0
Sub-Total				**$6,250**
Drainage Items Contingency (XX%)		**5.00%**		**$313**
PAVEMENT ITEMS				
SURFACE COURSE	TONS	98	$110	$10,756
INTERMEDIATE COURSE	TONS	102	$100	$10,222
BASE COURSE	TONS	307	$90	$27,600
SUBBASE COURSE	TONS	424	$20	$8,480
No.1 STONE	TONS	0	$25	$0
DEMOLITON OF PAVEMENT	SY	222	$10	$2,222
PLANNING 0"- 2" FOR OVERLAY SECTION	SY	0	$2	$0
Sub-Total				**$59,280**
Pavement Items Contingency (XX%)		**5.00%**		**$2,964**
INCIDENTAL ITEMS				
RETAINING WALLS (CONC.)	CY	0	$400	$0
RURAL PRIVATE ENTRANCE	EA	0	$2,000	$0
URBAN PRIVATE ENTRANCE	EA	0	$5,000	$0
COMMERCIAL ENTRANCE	EA	0	$10,000	$0
Sub-Total				**$0**
Incidental Items Contingency (XX%)		**5.00%**		**$0**
PROTECTIVE ITEMS				
MAINTENANCE OF TRAFFIC (LUMP SUM)	LS	1	$100,000	$100,000
FIELD OFFICE	MO	3	$2,000	$6,000
SIDEWALK	SY	0	$90	$0
Sub-Total				**$106,000**
Protective Items Contingency (XX%)		**5.00%**		**$5,300**

EROSION CONTROL				
STORM WATER MANAGEMENT FACILITY	EA	1	$0	$0
SEEDING	LB	300	$15	$4,500
TEMP. SILT FENCE	LF	800	$4	$3,200
CHECK DAMS TY. I OR II	EA	8	$500	$4,000
Sub-Total				**$11,700**
E&S Control Items Contingency (XX%)		**5.00%**		**$585**
UTILITIES				
BELOW GROUND UTILITIES (LUMP SUM $$$$)	LF	400	$75	$30,000
Sub-Total				**$30,000**
Right of Way Contingency (XX%)		**5.00%**		**$1,500**
TRAFFIC AND SAFETY				
PERMANENT SIGNAL (LUMP SUM)	EA	0	$300,000	$0
PAVEMENT MARKINGS (IF APPLICABLE)	LF	1600	$1	$1,600
GUARDRAIL	LF	0	$25	$0
GUARDRAIL END TREATMENT	EA	0	$2,500	$0
GR-FOA'S IF BRIDGE IS ON PROJECT	EA	0	$2,000	$0
Sub-Total				**$1,600**
Traffic Items Contingency (XX%)		**5.00%**		**$80**
BRIDGE				
NS BRIDGE	SF	0	$400	$0
DEMOLITION OF EXISTING BRIDGE	LS	0	$18	$0
Sub-Total				**$0**
Bridge Items Contingency (XX%)		**5.00%**		**$0**
STREAM/WETLAND MITIGATION THAT IS INCLUDED IN CONSTRUCTION				
Stream Mitigation	LF	0	$700	**$0**
Wetland Mitigation	Acre	0	$75,000	**$0**
MISCELLANEOUS ITEMS NOT IN SPREADSHEET CAN BE ADDED HERE				
Saw Cut	LF		$0	$0
Demo of Buildings/Clearing Parcels	LS		$0	$0
	SF		$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
Contingency Total				$22,147
Mobilization				$26,815
Construction Survey				$5,000
Sub-Total				$290,864
Total				$344,825
CEI & CONTIGENCY				
CEI OF AT LEAST 12% AS A LUMP SUM ITEM	LS	1	12.00%	$41,379
PROJECT CONTINGENCY	Tier I		5%	$14,543
GRAND TOTAL				**$410,000**

Summary Notes

Contingency % can be adjusted based on your comfort level with item quantity
Unit prices can be adjusted. Use current unit prices as a guide
CEI % can be adjusted
Add any additional items that are important to the estimate in Misc. Section
All items in "green" are locked
PE or RW cost is not included in this estimate
Cells with RED tabs include comments for clarifications

Russell County Receives Virginia Tourism Corporation WanderLove Recovery Grant For Tourism Marketing

Governor Ralph Northam announced July 15, 2020 that Russell County received $10,000 from the Virginia Tourism Corporation (VTC) WanderLove Recovery Grant Program, a new grant made available to Virginia's Destination Marketing Organizations (DMOs) across the Commonwealth that have been heavily impacted by the novel coronavirus pandemic to fund recovery marketing initiatives. $866,504 in marketing grant funds were awarded to 90 Destination Marketing Organizations as part of the DMO WanderLove Recovery Grant program.

Russell County Tourism is excited to have received this funding which will support marketing local road trips across the county. As people are seeking more outdoor recreational opportunities closer to home, Russell County offers a complete package of beauty in the mountains where fishing, kayaking, tubbing, hiking, biking routes, motorcycle routes and sightseeing are abundant. There is plenty to experience in Russell County to make a wonderful day trip or long get-a-way.

To help guide all those who would like to explore the county, several road trip itineraries will be available through a new Experience Russell ap for mobile devices thanks to the WanderLove grant. The ap will use gps to get users to their destinations. Along the way, there will be an opportunity for visitors to see the many Love signs that are available throughout the county. Russell County road trips and outdoor opportunities will also be included in fall editions of the Blue Ridge Outdoors magazine, a co-op partner of VTC.

As Virginia begins phase three of the Forward Virginia plan, there is a lot of pent-up demand for leisure travel and people are seeking safe, close-to-home destinations that allow for social distancing and access to open spaces. With this in mind, the WanderLove campaign provides travel inspiration for road trips, outdoor recreation, hidden gems, small towns, and Virginia's signature LOVEworks program.

"Virginia tourism is a critical sector of our economy and has been heavily impacted by the coronavirus pandemic," said Governor Ralph Northam. "Getting travelers back on the road and spending money in our cities and towns is one of the fastest ways to inject dollars back into our economy and our communities. The Virginia Tourism Corporation's DMO WanderLove Recovery Grants gives localities the ability to market their destination as safe and welcoming when visitors are ready to resume travel."

Tourism is one of the Commonwealth's largest economic engines, with visitors to Russell County spending more than 13 million in 2018, supporting 150 work opportunities and contributing nearly 835,000 in local and state tax revenue. The tourism and hospitality industries have also been among the hardest-hit by the pandemic, experiencing decreased revenue and job loss, along with the temporary closure of many tourism-related businesses. A revived tourism economy can help spur new economic activity and inject critical funds back into Virginia communities.

About Virginia Tourism Corporation

Virginia Tourism Corporation is the state agency charged with marketing the Commonwealth as a premier travel and film destination. In 2018, visitors to Virginia spent $26 billion, which supported 234,000 work opportunities and contributed $1.8 billion in state and local taxes. In 2019, Virginia is for Lovers celebrates its 50th anniversary. To learn more, visit virginia.org

VTC DMO WanderLOVE
Marketing Grant Program Agreement
VTC #21-024

This Agreement dated the 16 day of July, 2020 serves as a grant agreement between Russell County ("Grant Awardee") and Virginia Tourism Authority, doing business as Virginia Tourism Corporation, a public body corporate and political subdivision of the Commonwealth of Virginia, hereinafter called "VTC" with respect to a grant awarded to Russell County.

Grant Awardee and VTC agree as follows:

1. **TERM**. The term of this agreement commences upon execution of this agreement and will continue through project completion, no later than June 30, 2021.

2. **REPORTING AND COMPLETION.** A Final Report shall be submitted to Steve Galyean, VTC Planning and Partnerships Director at sgalyean@virginia.org. Questions may be directed to Mr. Galyean at (804) 545-5517 or sgalyean@virginia.org.

   a) Final Report – A final report shall be due no later than 60 days after program completion, detailing the results of the program outcomes including media placements, tear sheets and other placement documentation, visitation and revenue data, and other documentation of the program. VTC will supply a WanderLOVE Final Report Template for reporting purposes.

3. **GRANT REQUIREMENTS.** In return for grant support, Grant Awardee shall provide the following:

   Grant Awardee shall provide the marketing initiatives found in the marketing plan, the bonus campaign ideas, and other initiatives, all submitted in their Grant Application attached. In addition, Grant Awardee shall provide the following requirements:

   a) Grant Awardee shall commit that the officially recognized Virginia DMO contact person listed on the attached marketing plan will carry out the required and indicated items of the WanderLOVE grant.

   b) Grant Awardee shall submit a press release to relevant media outlets announcing participation in WanderLOVE campaign and receipt of award; VTC will provide a press release template.

   c) Grant Awardee shall create and promote your own WanderLOVE Road Trips Video -OR- promote VTC's WanderLOVE video on your website; VTC will provide WanderLOVE logo lock-ups.

d) Grant Awardee shall create one WanderLOVE Road Trip Blog -OR- submit a WanderLOVE Road Trip Itinerary for Virginia.org; Blog/Itinerary should feature: hidden gems, small towns/communities, scenic routes, outdoor experiences, and/or LOVEworks.

e) Grant Awardee shall create and share a minimum of three WanderLOVE-related posts on social media: VTC will provide customizable WanderLOVE social templates.

4. **REQUIREMENTS AND RESPONSIBILITIES FOR USE OF "WANDERLOVE" LOGO, WORD MARK AND SLOGAN.** To maintain the integrity of the logo, word mark, and slogan, VTC has standards and guidelines that govern how the logo, word mark, and slogan can be used. Therefore, the "WanderLOVE" logo, word mark, and slogan, as provided by VTC, shall only be used for the purpose as identified in Paragraph 3 above, and identified in the marketing initiatives/deliverables detailed in the attached grant application submitted by Grant Awardee in response to the WanderLOVE Marketing Grant Program, and shall not be used by Russell County for any purpose other than in the performance of this Grant agreement without the prior written consent of VTC. Russell County shall not alter the logo, mark, or any variation of the slogan, in any way, to include but not be limited to color, design elements, font, or typeface.

5. **GRANT AMOUNT.** As consideration for the above requirements, initiatives/deliverables referenced herein, VTC will pay Grant Awardee a total grant amount of $10,000.00. Grant Awardee shall provide VTC with an invoice upon execution of the agreement. Payment will be made within thirty (30) days after receipt of proper invoice. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.

6. **REFUND.** If Grant Awardee does not or cannot provide any of the requirements, initiatives/deliverables referenced herein, for any reason whatsoever, Grant Awardee shall provide, at VTC's sole discretion and approval, a "make good" of the affected requirement, initiative/deliverable by substituting another requirement, initiative/deliverable of comparable value or as mutually agreed by both parties. Should it be determined in good faith, that Grant Awardee did not provide all of the requirements, initiatives/deliverables listed above in this Agreement, VTC may, at its sole discretion, require a pro-rated refund of the grant award from Grant Awardee.

This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior understandings, written or oral, with respect to the subject matter hereof and may only be amended by the written agreement of an authorized representative of each of the parties hereto.

AGREED & ACKNOWLEDGED:

Russell County

PRINT NAME Lonzo Lester

SIGNATURE:

TITLE: Russell County Administrator

EMAIL: lonzo.lester@russellcountyva.us

ADDRESS: P.O. Box 1208
Lebanon, VA 24266

PHONE: 276-880-4396

Virginia Tourism Corporation

PRINT NAME: Mitchell A. Rosenfeld

SIGNATURE:

TITLE: VP of Operations and Finance

Contact Information

DMO
Russell County

FEI #
54-6001589

Contact Name
Heather Powers

Title
Tourism Coordinator

Mailing Address
P.O. Box 1208
137 Highland Drive
Lebanon, Virginia 24266
United States

Phone
(276) 254-0014

Email
heather.powers@russellcountyva.us

Anticipated Date of Completion
11/30/2020

WanderLOVE Hub and Spoke

What is your strongest lure? Your HUB.
All Russell County tourism is primarily based on natural outdoor assets. Every section of the county offers outdoor adventure and is close to a Love sign visitors can easily access. The main official Loveworks sign is in Dickensonville, which is 8 miles from Saint Paul, Virginia and 20 miles from Abingdon, Virginia. This road trip itinerary begins at the Dickensonville Loveworks sign located at the picturesque Old Russell County Courthouse. From here visitors get a chance to stop at nearly every corner of the county starting with a trip to the renowned Tank Hallow Falls in the small town of Cleveland. Then its a stop at The Pinnacle Natural Area Preserve to enjoy the river and beautiful plant life. After exploring these sites visitors can make a stop in the small town of Lebanon and find a brewery, vineyard and other restaurants and enjoy the mountainous views. Following this stop, The Channels Natural Area Preserve is another favorite destination that brings in visitors from states away. Afterwards, hop over to the small town of Honaker and enjoy getting some pictures at the LOVE sign. Lastly, make your way back to Lebanon to get a picture with the LOVE sign and take advantage of dinning and lodging.
This is just one possible itinerary for Russell County. Other marketing opportunities with the WanderLove Grant program would help promote the many kayaking and tubing adventures on the Clinch, state park, historical stops, hiking spots and more.

Spoke 1
Tank Hallow Falls, Cleveland Barrens and suspension bridge over Clinch River in Cleveland, VA

Spoke 2
Pinnacle Natural Area Preserve

Spoke 3
Local Brewery and Vineyard stops in Lebanon, VA

Spoke 4
The Channels Natural Area Preserve on Rt. 80

Spoke 5
LOVE sign Honaker, VA

Spoke 6
Love sign in Lebanon, VA

Top Three Feeder Markets

Feeder Market #1
Tri-cities area of Tennessee

Feeder Market #2
Kentucky where state line borders Virginia

Feeder Market #3
Bluefield area of West Virginia

Your In-Kind Match

Description of your in-kind match.
Experience Russell County Facebook page, website and Instagram advertising local outdoor recreation such as waterfall hikes, kayaking, hiking, biking, motorcycle trails, ATV trails, local Lovework sign and other Love signs in the county.

Tourism brochure distributed at Welcome centers, regionally and locally. Brochure highlights outdoor recreation, official Loveworks sign in Dickenson at Old Courthouse, kayaking and tubing opportunities, state park, motorcycles routes and events.

Loveworks sign at county courthouse

Drone video showcasing local tourism assets and events.

Press coverage with local newspaper.

Estimated Value of In-Kind Match
11200

Marketing Plan, Calendar and Budget Amounts

Marketing Plan

Media Outlet	Target Date	Budget
Blue Ridge Outdoors (Branding focus bundle) Would create "Hub and Spoke" Road Trip Blog, E-Blast featuring all WanderLove Partners, VTC ads/editorial and VTC digital flight.	July 2020-November 2020	5,000
Experience Russell County App for creation of local attractions, lodging, dinning and road trip itineraries through convenience of mobile app for Android and IPhone devices. Quote from Rayco	September 2020-October 2020 completion date	5,000

Virginia is for Lovers “WanderLove” Campaign Tie-in

Bonus Campaign Ideas
In addition to the Old Russell County Courthouse that has an official Loveworks sign, nearly every small town in Russell County has their own LOVE sign. Russell County Career and Technology Center, which is located beside of the main traffic Rt. 19 for travelers leaving Interstate 81, also has created their own Love sign. To continue to attract travelers who seek out Love signs and bring in potential business to all areas in the county, all who have a Love sign would be encouraged to decorate their signs throughout the upcoming months. Ideas would include a beach/summer theme, back to school, Halloween, fall/Thanksgiving and even Christmas. This would ensure constant publicity of the Love signs as each new theme would draw in visitors who would like to have their pictures and give the county more reasons to showcase the signs each time they changed.

Submit

Acceptance of Terms

By clicking this checkbox and submitting this form, you are confirming that all information is final.

✔ I have read and agree to the terms and conditions.

July 24, 2020

Lonzo Lester, Russell County Administrator
Russell County Board of Supervisors
137 Highland Drive
Lebanon, Virginia 24266

Re: Lump Sum Fee Schedule for the Preliminary Engineering Report (PER) for a New Cleveland Regional Sewage Treatment Collection System

Dear Mr. Lester:

The Thrasher Group, Inc. (Thrasher) is pleased to submit the attached Lump Sum Fee Schedule to provide engineering services for the Russell County Board of Supervisors (the Board). The Schedule is for all the work necessary to develop and complete a Preliminary Engineering Report (PER) for the proposed new Cleveland Regional Sewage Collection System and Treatment Plant. The PER will be in support of the Board's preparation of a funding application to the Virginia Department of Housing and Community Development.

Scope of Work
Thrasher shall perform the following duties:

1. Consult with the Board to define and clarify the Board requirements for the Project, including design objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

2. Visit the existing Site and potential Project sites, to review existing conditions and facilities.

3. Advise the Board on any additional studies that may be needed to complete the PER and funding application.

4. Study and evaluate potential solutions and identify at least two (2) alternative solutions potentially available to the Board.

5. After consultation with the Board, recommend the alternative which best meets the Board's requirements for the Project.

6. Identify requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Thrasher, including what permits or mitigation will be necessary.

7. Prepare a report (Preliminary Engineering Report) which will contain a conceptual design with appropriate exhibits for each proposed alternative. Each alternative will consider the following:
    a. New wastewater treatment plant or plants necessary for the system
    b. Any necessary lines needed to connect the new treatment plant(s) to the existing collection system
    c. Proposed updates for the existing collection system
    d. Proposed system extensions necessary for anticipated expansions

8. Each alternative and recommended solution will provide the following itemized costs:
    a. Engineer's Opinion of Probable Construction Cost
    b. Proposed allowances for contingencies
    c. Estimated total costs of design, and other professional services
    d. Based on information furnished by the Board, any other items and services necessary to estimate Total Project Costs

9. Participate in necessary meetings with funding and regulatory agencies to discuss the proposed project. Thrasher will amend the report based on comments received from the Board and regulatory agencies.

10. Thrasher will deliver the required PER described above no later than August 17th, 2021

Items of Work Not Included in the Scope

1. Inflow and Infiltration Study
    a. Thrasher will use the Inflow & Infiltration being prepared for the Board by others to complete/expand the PER.

Fees, Terms and Conditions

A Lump Sum amount of $31,500 is proposed for scope of work presented above.

a. Preliminary Engineering Report $31,500

Should you have any questions about the Fee Schedule please do not hesitate to contact me.

Sincerely,

Zachary Wright
Project Manager, Utility Division

From: Blevins, Joe
To: lonzo.lester@russellcountyva.us
Subject: Re: FW: Updated and Signed agreements and Scope of Work Letter
Date: Sunday, July 26, 2020 11:05:46 PM

I'm good with it.

On Fri, Jul 24, 2020 at 3:11 PM <lonzo.lester@russellcountyva.us> wrote:

> Joe,
>
> Please review to ensure you're good with terms.
>
> Thanks.
>
> ---
>
> **From:** Zachary Wright <zwright@thethrashergroup.com>
> **Sent:** Friday, July 24, 2020 3:00 PM
> **To:** lonzo.lester@russellcountyva.us
> **Cc:** Daniel Ferrell <dferrell@thethrashergroup.com>; Jim Baldwin <jimbaldwin@bvu.net>; Tim Lovelace <tlovelace@russell.k12.va.us>; 'Blevins, Joe' <joe.blevins@dhcd.virginia.gov>
> **Subject:** Updated and Signed agreements and Scope of Work Letter
>
> Lonzo,
>
> Please see the attached revised scope of work letter and signed engineering agreement for the Cleveland Wastewater System PER.
>
> Let me know if you have any questions or concerns.
>
> Thanks,
>
> **Zachary D. Wright**
> Project Manager | The Thrasher Group, Inc.
>
> **office:** 304-731-4054 | 800-273-6541
>
> **mobile:** 304-476-4972

mobile2: 304-932-2433
155 Blue Angel Lane | Beaver, WV 25813

www.thethrashergroup.com

--

Joe Blevins
Program Manager
Program Administration and Assistance Office
Virginia Department of Housing
and Community Development
468 East Main Street, Suite 300 B
Abingdon, Virginia 24210
(276) 274-4539

How can DHCD support your community during these unprecedented times?

https://www.dhcd.virginia.gov/covid-19

https://www.dhcd.virginia.gov/sites/default/files/Docx/cdbg/cdbg-covid-19-fact-sheet.pdf

https://www.dhcd.virginia.gov/sites/default/files/Docx/cdbg/cdbg-covid-19-response.pdf

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

Russell County Board of Supervisors ("Owner") and

The Thrasher Group, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Cleveland Regional Sewage Treatment and Collections System Preliminary Engineering Report (PER)

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Preparation of a PER to support submission of an application to the Virginia Department of Housing and Community Development (DHCD) Community Development Block Grant (CDBG) Program. This agreement is for the Study and Report phase only. Preliminary design, final design, bidding & negotiation, construction, resident project representative, post construction, and special services may be added at a later date if agreed up on by the Owner and the Engineer.

This PER will contain a conceptual design with appropriate exhibits for each proposed alternative. Each alternative will consider the following:
a. New wastewater treatment plant or plants necessary for the system
b. Any necessary lines needed to connect the new treatment plant(s) to the existing collection system
c. Proposed updates for the existing collection system
d. Proposed system extensions necessary for anticipated expansions

Each alternative and recommended solution will provide the following itemized costs:
a. Engineer's Opinion of Probable Construction Cost
b. Proposed allowances for contingencies
c. the estimated total costs of design, and other professional services
d. Based on information furnished by the Board, any other items and services necessary to estimate Total Project Costs

Not Included in the Scope of this project is an Inflow & Infiltration Study. Thrasher will use the Inflow & Infiltration being prepared for the Owner by others to complete/expand the PER.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A. All work will be performed in accordance with the applicable West Virginia Department of

Environmental Protection requirements as outlined in Title 47, Series 31 – State Water Pollution Control Revolving Fund Rules. All work will be in accordance with the sub-agreement clauses attached to the back of the contract.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoice must include breakdown of services provided**. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry.

However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that

Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members,

partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer **may** jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is

attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the

Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and

easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

38. ***Agency* - Virginia Department of Housing and Community Development (DHCD).**

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **Not Used**

E. Exhibit E, Notice of Acceptability of Work.

F. Exhibit F, Construction Cost Limit. **Not Used**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions. **Not Used**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

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

Owner: Russell County Board of Supervisors
By: _____
Print name: Lonzo Lester, MBA, CPC, VCO
Title: Russell County Administrator
Date Signed: _____

Engineer: The Thrasher Group, Inc
By: _____
Print name: Daniel E. Ferrell, PE
Title: Principal
Date Signed: 7/24/2020
Engineer License or Firm's Certificate No. (if required): 023968
State of: Virginia

Address for Owner's receipt of notices:

137 Highland Drive
Lebanon, Virginia 24266
Designated Representative (Paragraph 8.03.A): Lonzo Lester
Title: County Administrator
Phone Number: 276-889-8000
E-Mail Address: lonzo.lester@russellcountyva.us

Address for Engineer's receipt of notices:

155 Blue Angel Lane
Beaver, WV 25813
Designated Representative (Paragraph 8.03.A): Zachary Wright
Title: Project Manager
Phone Number: 304-731-4054
E-Mail Address: zwright@thethrashergroup.com

This is **EXHIBIT A**, consisting of **17** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 2020**.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **N/A**

   b. In addition, Engineer must identify, study and evaluate **multiple** potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by

Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables:

    Participate in up to two (2) meetings with funding and regulatory agencies to discuss the proposed project. Thrasher will amend the report based on comments received from the Board and regulatory agencies.

15. Furnish [3] review copies of the Report and any other Study and Report Phase deliverables to Owner within **21** days of the Effective Date and review it with Owner. Within **N/A** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [3] written copies and one electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within **N/A** days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

~~A1.02 *Preliminary Design Phase*~~

~~A. After acceptance by Owner **and** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:~~

1. ~~Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~

2. ~~In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.~~

3. ~~Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~

4. ~~Visit the Site as needed to prepare the Preliminary Design Phase documents.~~

5. ~~Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~

6. ~~Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~

7. ~~Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~

8. ~~Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to~~

~~bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

~~***[Note to User: Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]***~~

9. ~~Perform or provide the following other Preliminary Design Phase tasks or deliverables: [ ] ***[List any such tasks or deliverables here.]***~~

10. ~~Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [ ] days of authorization to proceed with this phase, and review them with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~

11. ~~Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [ ] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [ ] days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

~~A1.03 *Final Design Phase*~~

~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~

1. ~~Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~

2. ~~Visit the Site as needed to assist in preparing the final Drawings and Specifications.~~

3. ~~Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.~~

4. ~~Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.~~

5. ~~After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.~~

6. ~~Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.~~

7. ~~In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.~~

8. ~~Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.~~

9. ~~Perform or provide the following other Final Design Phase tasks or deliverables: [ ] *[List any such tasks or deliverables here.]*~~

10. ~~Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [ ] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.~~

11. ~~Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [ ] final copies of such documents to Owner within [ ] days after receipt of Owner's comments and instructions.~~

~~B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables~~ ~~**and final design phase deliverables have been accepted by Owner.**~~

~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~

~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [ ]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

~~A1.04 *Bidding or Negotiating Phase*~~

~~A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~

1. ~~Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend~~ ~~**mandatory**~~ ~~pre-bid conferences, and receive and process contractor deposits or charges for the issued documents.~~

2. ~~Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~

3. ~~Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~

4. ~~Consult with Owner as to the qualifications of prospective contractors.~~

5. ~~Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~

6. ~~**The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by the prospective Contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of the Exhibit A.**~~

7. ~~Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.~~

8. ~~If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~

9. ~~Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [ ] ***[List any such tasks or deliverables here.]***~~

   a. ~~**Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy in PDF format of the signed documents, including Drawings and Specifications.**~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

~~A1.05 *Construction Phase*~~

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

1. ~~*General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~

2. ~~*Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~ ~~***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]***~~

3. ~~*Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~

4. ~~*Pre-Construction Conference:* Participate in~~ ~~**and chair**~~ ~~a pre-construction conference prior to commencement of Work at the Site.~~

5. ~~*Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.~~

6. ~~*Original Documents:*~~ ~~**Maintain**~~ ~~and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~

7. ~~*Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~

8. ~~*Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~

9. ~~*Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:~~

   a. ~~Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information~~

~~obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~

~~b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.~~

~~**c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**~~

10. ~~*Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.~~

11. ~~*Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.~~

12. ~~*Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.~~

13. ~~*Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.~~

14. ~~*Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.~~

15. ~~*Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.~~

16. ~~*Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.~~

17. ~~*Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~

18. ~~*Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.**~~

19. ~~*Inspections and Tests:*~~

    a. ~~Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.~~

    b. ~~As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.~~

c. ~~Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.~~

20. ~~*Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.~~

21. ~~*Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~

a. ~~Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).~~

b. ~~By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters~~

~~at issue between Owner and Contractor that might affect the amount that should be paid.~~

22. ~~*Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ ~~**Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**~~

23. ~~*Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.~~

24. ~~*Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [ ]~~ ~~***[List any such tasks or deliverables here.]***~~

    ~~**Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**~~

25. ~~*Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~

26. ~~*Standards for Certain Construction Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~

~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

~~A1.06 *Post-Construction Phase*~~

~~A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:~~

~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~

~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~

~~3. Perform or provide the following other Post-Construction Phase tasks or deliverables:~~

~~**The Engineer shall provide two hard copies and one electronic copy of the record drawings to the Owner. These documents shall be provided to the Owner within 60 days of Project Completion. A copy of the transmittal letter shall be submitted to the appropriate funding agencies.**~~

~~[ ] ***[List any such tasks or deliverables here.]***~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~ **[Deleted Sections A1.02-1.05]**

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and

impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 2020**.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following: **None**

This is **EXHIBIT C**, consisting of **2** pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **July 2020.**

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **$31,500** based on the following estimated distribution of compensation:

a.	Study and Report Phase	$31,500
b.	Preliminary Design Phase	$**N/A**
c.	Final Design Phase	$ **N/A**
d.	Bidding and Negotiating Phase	$ **N/A**
e.	Construction Phase	$ **N/A**
f.	Post-Construction Phase	$ **N/A**

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **N/A**.

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding ____ months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency**.

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.10**.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.10**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at **NO** cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July, 2020**

THE THRASHER GROUP, INC.

STANDARD RATE SCHEDULE

2020 RATES

Hourly Rate Schedule and Reimbursable Expenses Schedule

Engineering Services

Sr. Project Manager	$180.00 Hour
Project Manager II	$160.00 Hour
Project Manager I	$130.00 Hour
Project Coordinator	$125.00 Hour
Professional Engineer	$150.00 Hour
Sr. Project Engineer	$145.00 Hour
Project Engineer	$125.00 Hour
Staff Engineer	$100.00 Hour
Sr. Engineering Technician	$105.00 Hour
Engineering Technician	$95.00 Hour
CAD Manager	$125.00 Hour
Sr. CAD Technician	$105.00 Hour
CAD Technician II	$85.00 Hour
CAD Technician I	$65.00 Hour

Architectural Services

Licensed Architect	$180.00 Hour
Landscape Architect	$125.00 Hour
Project Architect	$95.00 Hour
Architecture Technician	$65.00 Hour

Environmental Services

Sr. Environmental Project Manager	$175.00 Hour
Environmental Manager III	$150.00 Hour
Environmental Manager II	$135.00 Hour
Environmental Manager I	$120.00 Hour
Environmental Scientist II	$110.00 Hour
Environmental Scientist I	$95.00 Hour
Environmental Technician II	$80.00 Hour
Environmental Technician I	$65.00 Hour
Wildlife Biologist	$95.00 Hour

Survey Services

Professional Land Surveyor	$150.00	Hour
Senior Survey Manager	$150.00	Hour
Survey Project Manager	$120.00	Hour
Survey Field/Crew Supervisor	$90.00	Hour
1-Person Survey Crew	$95.00	Hour
2-Person Survey Crew	$115.00	Hour
3-Person Survey Crew	$165.00	Hour
811 Utility Manager	$125.00	Hour
Utility Locator	$90.00	Hour
Certified Programmist	$150.00	Hour
Stereo Compiler	$90.00	Hour
Orthophoto Tech	$85.00	Hour
Mapper/Data Processor	$80.00	Hour
UAS Flight Crew	$140.00	Hour
GISP	$100.00	Hour
GIS Technician	$80.00	Hour
CADD Technician II	$85.00	Hour
CADD Technician I	$65.00	Hour
Lidar Tech II	$90.00	Hour
Lidar Tech I	$80.00	Hour
Scanning Crew	$120.00	Hour
Pre-Con Road Video	$130.00	Hour

Construction Services

E & S Construction Monitoring	$95.00	Hour
Sr. Construction Manager	$125.00	Hour
Construction Manager	$110.00	Hour
Senior Project Representative	$85.00	Hour
Project Representative	$75.00	Hour
Material Testing Tech	$72.00	Hour
2 Person I & I Crew (Includes equipment	$130.00	Hour
Safety Administrator	$120.00	Hour
E&S Inspection *(Does not include lodging)*	$85.00	Hour
E&S Inspection *(Does not include lodging; based on (6) 10 hour days)*	$850.00	Day
Utility Inspector *(Does not include lodging; based on (6) 10 hour days*	$850.00	Day
Chief Inspector *(Does not include lodging; based on (6) 10 hour days*	$1,250.00	Day
Clerical	$50.00	Hour
Accounting	$75.00	Hour

Equipment

Robot-GPS	$125.00	Day
ATV/UTV (Four Wheeler)	$40.00	Day
Drone	$80.00	Day

Laboratory Testing

Standard Proctor (ASTM D698)	$150.00	Each
Modified Proctor (ASTM D1557)	$200.00	Each
Atterberg Limits (ASTM D4318)	$70.00	Each
Hydrometer Analysis (ASTM D422)	$275.00	Each
Compression Testing (Concrete / Grout / Mortar Cubes / Co)	$18.00	Each
Compression Testing (Masonry Blocks)	$45.00	Each
Aggregate Gradation	$120.00	Each
#200Wash (ASTM D422)	$45.00	Each
Moisture Content (ASTM D2216)	$30.00	Each
Fireproofing Density	$75.00	Each
Soil Classification (ASTM D2487)	$550.00	Each
Soil Chemical Analysis (Pyrite)	$50.00	Each
Asphalt/Concrete Cores (Density, % Air Voids)	$50.00	Each
Equipment Fee	$50.00	Day
Administrative Work	$25.00	Day
Floor Flatness Equipment	$100.00	Day
Asphalt/Concrete Core Drill	$300.00	Day

Reproduction of Drawings

Printed Copies (11" x 17")	$0.50	Sheet
Printed Copies (22" x 34")	$1.10	Sheet

** Reproduction in excess of the normal project requirement of three (3) sets of final construction drawings*

Miscellaneous Notes

1) *Overtime rate of 1.5x applies after 40 hours, weekends, and Holidays.*

2) *Fees will be billed per schedule above for time the work is performed. Out of pocket expenses will be reimbursed at cost, and necessary mileage will be reimbursed at the federal rate in effect at the time work is performed. Per Diem is $55.00 per day per person for overnight stay.*

3) *Expert Witness Testimony required by Client will be billed at an hourly rate plus 20% for the Classification required.*

4) *Miscellaneous services and expenses required by the Engineer to complete specialty services required by the client and to expedite project delivery. Engineering Consultants, Geotechnical, Land & Right of Way Acquisition, Specialized Inspection Services, Environmental, Historical & Cultural Surveys, Timber Appraisals, etc. will be billed on a cost plus 15% basis. Hourly Rates are subject to overtime at a rate of 1.5x after 40 hours, weekends, and holidays.*

5) *Each project will be bid as a lump sum, not to exceed, based on a scope of work provided by respective project managers for the Client and agreed upon by both Parties. Rates may differ from the rate schedule provided, due to specific details outlined in the project scope. All out of scope work will be invoiced based on the rate schedule provided.*

6) *Rates are subject to periodic revision.*

This is **EXHIBIT E**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 2020**.

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 2020**.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: **$1,000,000**
2) Bodily injury by disease, each employee: **$1,000,000**
3) Bodily injury/disease, aggregate: **$1,000,000**

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): **$1,000,000**
2) General Aggregate: **$2,000,000**

d. Excess or Umbrella Liability --

1) Per Occurrence: **$10,000,000**
2) General Aggregate: **$10,000,000**

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$1,000,000

f. Professional Liability –

1) Each Claim Made **$5,000,000**
2) Annual Aggregate **$5,000,000**

g. Other (specify):

1) Umbrella - Commercial **$5,000,000**

2. By Owner:

   a. Workers' Compensation: Statutory

   b. Employer's Liability --

      1) Bodily injury, Each Accident $[ ]
      2) Bodily injury by Disease, Each Employee $[ ]
      3) Bodily injury/Disease, Aggregate $[ ]

   c. General Liability --

      1) General Aggregate: $[ ]
      2) Each Occurrence (Bodily Injury and Property Damage): $[ ]

   d. Excess Umbrella Liability

      1) Per Occurrence: $[ ]
      2) General Aggregate: $[ ]

   e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

      $[ ]

   f. Other (specify): $[ ]

B. *Additional Insureds:*

   1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. The Thrasher Group

Engineer

b. _____

Engineer's Consultant

c. _____

Engineer's Consultant

d. _____

[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 2020**.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation ~~by~~_____. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 2020**.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted byLaws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. ~~, including but not limited to:~~

B. *Indemnification by Owner*: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by

any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 2020**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Owner: Russell County Board of Supervisors	Engineer: The Thrasher Group, Inc
By: _____	By: _____
Print name: Lonzo Lester, MBA, CPC, VCO	Print name: Daniel E. Ferrell, PE
Title: Russell County Administrator	Title: Principal
Date Signed: _____	Date Signed: _____

CURTIS C. BROWN
State Coordinator of Emergency Management
and Chief Diversity & Inclusion Officer

JOHN NORTHON
Deputy State Coordinator – Disaster Services

ANDRES ALVAREZ
Deputy State Coordinator – Mission Support

COMMONWEALTH OF VIRGINIA

Department of Emergency Management
9711 Farrar Court, Suite 200
North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

July 10, 2020

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

RE: FY 2020 Local Emergency Management Performance Grant (LEMPG)

Dear Mr. Lester:

The Virginia Department of Emergency Management (VDEM) is pleased to announce the allocation of a **2020 Local Emergency Management Performance Grant (LEMPG) CFDA 97.042** from the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA). Appropriation authority for this program is *The Department of Homeland Security Appropriations Act*, 2020 *(Public Law 116-6)*. Your locality has been allocated funding for:

Project Title: 2020 Local Emergency Management Performance Grant (LEMPG)
Federal Grant Allocation: $7,500.00
Subrecipient's Required Cost Share/Match Amount: $7,500.00
Total Grant Award: $15,000.00
Obligation Period: July 01, 2020 to June 30, 2021

***This letter serves as notification of your allocation and is not an authorization to incur expenditures**. Funds will be formally awarded to your locality through a Grant Agreement issued by VDEM upon its satisfactory review of your application package submission and approval of a budget application in VDEM's Electronic Grants Management System (eGMS).* You must initiate these steps, described under *Accessing Your Allocation*, **within 30 days from the date of this notification** or funds will be re-allocated. If extenuating circumstances such as local board approval will prevent you from

meeting the 30 day deadline, please notify your Grant Administrator as soon as possible.

OPT-Out Notice

Complete and return this form via email to: vdemgrants@vdem.virginia.gov with the subject line: "OPT-Out Notice", **before August 09, 2020**.

I **do not** want to be a recipient of the LEMPG funds at this time, but reserve the right to enter the program next fiscal year.

Please note that your decision will not be made effective until **August 09, 2020**.

PRINT Name: _____

Signature: _____ Date: _MM/DD/YYYY_
CITY/TOWN or COUNTY OFFICIAL

Program Purpose

The purpose of the EMPG is to provide federal funds to states to assist in preparing for all hazards, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.). Title VI of the Stafford Act authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from all hazards and to vest responsibility for emergency preparedness jointly in the federal government, states, and their political subdivisions. The federal government, through EMPG, provides direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all-hazards emergency preparedness system.

The FY 2020 LEMPG will provide federal funds to assist emergency management agencies to obtain the resources required to support implementation of the National Preparedness System and the National Preparedness Goal (the Goal) of a secure and resilient nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, LEMPG supports the goal to Strengthen National

Preparedness and Resilience. EMPG supports comprehensive, all-hazards emergency preparedness system by building and sustaining the core capabilities contained in the Goal. EMPG funding is used to support a whole community approach to strengthen a state's or community's emergency management program. Examples of tangible EMPG funded activities include:

- Conducting risk assessments, assessing capabilities, identifying preparedness needs, and updating emergency plans;
- Building or augmenting core capabilities;
- Designing and conducting exercises that engage the whole community of stakeholders to validate core capabilities;
- Conducting emergency management training; and
- Providing funding support for emergency management personnel.

VDEM recognizes the critical role of emergency management at the local level. Strong local emergency management programs keep the Commonwealth safer, and allow state and local government to respond and recover effectively and efficiently when an emergency or disaster occurs. The objective of the LEMPG, then, is to support your locality's efforts to develop and maintain a Comprehensive Emergency Management Program.

Important Award Terms and Conditions

Subrecipients must comply with the following federal requirements:

- FY 2020 Emergency Management Performance Grant Program (EMPG) Notice of Funding Opportunity (NOFO)
  Emergency Management Performance Grant Program NOFO
- The Preparedness Grants Manual
  Preparedness Grants Manual
- Department of Homeland Security Standard Terms and Conditions for 2020
  DHS Standard Terms and Conditions
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  2 CFR Part 200 Uniform Administrative Requirements

Cost Share/Match

The federal share that is used towards the LEMPG Program budget must be at least 50 percent of the total budget. The subrecipient must equally match (cash or in-kind) the federal contribution pursuant to Sections 611(j) and 613 of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Pub. L. No. 93-288), as amended, (42 U.S.C. §§ 5121et

seq.). Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. FEMA administers cost matching requirements in accordance with 2 CFR §200.306 located at *https://www.ecfr.gov*. To meet matching requirements, the contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

Management and Administration (M&A)

Your local emergency management agency may retain and use up to five percent of the award for local management and administration purposes. M&A activities are those directly related to managing and administering LEMPG Program funds, such as financial management and monitoring. It should be noted that salaries of local emergency managers are not typically categorized as M&A, unless the local emergency management agency chooses to assign personnel to specific M&A activities.

Indirect (Facilities & Administrative [F&A]) Costs

Indirect costs are allowable under this program, as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated, indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

To access your allocation, you must complete the following steps **within 30 days from the date of this notification**:

Accessing Your Allocation

Step 1: Log in to the VDEM electronic Grants Management System (eGMS) at https://www.ttegms.com/virginia/login.cfm to download your subaward acceptance documents from the home page. Re-upload all required forms to eGMS. Read how to upload required forms by clicking here to view the home page of your eGMS user account. Below is the list of required items that comprise the VDEM subaward acceptance package:

- Application Checklist [cover sheet]
- LEMPG Project Form [Only required for LEMPG subawards]
- Online Budget (to be built and submitted in eGMS)

- Points of Contact (POC) Form
- FEMA Environmental and Historic Preservation (EHP) Screening Form
    - All projects must comply with EHP requirements. Subrecipients must not obligate and/or expend any (federal and/or non-federal matching) funds on any project having the potential to impact environments planning and historical preservation resources without the prior approval of FEMA. For more information, please visit https://www.vaemergency.gov/grants/all-forms// or contact your Grants Administrator.
- Grant Assurances Form
- FEMA 20-16C Form
- SF-LLL – Certification Regarding Lobbying Form
- *Work Elements Agreement – [*Only required for LEMPG subawards]
- **Federally Negotiated Indirect Cost Rate Agreement – [**Only required if you intend to charge indirect costs. Must be valid for the period of performance and federally signed]

Step 2: Log in to the VDEM electronic Grants Management System (eGMS) at https://www.ttegms.com/virginia/login.cfm to complete and submit a budget application for your allocation:

Click on Grant Management, Budget Application, from the drop-down menu. Click the link named 2020 Local Emergency Management Performance Grant (LEMPG) to complete your budget application. Following review and approval of the budget by the Grants Administrator, notification will be sent through an eGMS automated message to the email address of the user. If you do not have access to eGMS, please contact your Grants Administrator.

Reporting

Subrecipients are obligated to submit Quarterly Progress Reports as a condition of their subaward. Quarterly progress reports must be submitted via your eGMS account within
15 days following the end of the quarter. The schedule for reporting is as follows:

Timetable and Deadlines for LEMPG Progress Reporting:
[Quarter 1 of 4] Time Period: July 1, 2020 to September 30, 2020
Quarter 1 Report Due: On or Before October 15, 2020
[Quarter 2 of 4] Time Period: October 1, 2020 to December 31, 2020
Quarter 2 Report Due: On or Before January 15, 2021
[Quarter 3 of 4] Time Period: January 1, 2021 to March 31, 2021

Quarter 3 Report Due: On or Before April 15, 2021

[Quarter 4 of 4] Time Period: April 1, 2021 to June 30, 2021
Quarter 4 Report Due: On or Before July 15, 2021

LEMPG Final Progress Report:
Due: On or Before July 31, 2021

Within 30 days following the end of the period of performance, subrecipients must upload a Final Progress Report detailing all accomplishments throughout the period of performance along with the completed Work Elements Final Report into their eGMS account. After these reports have been submitted, reviewed and approved by the Grants Office and Chief Regional Coordinators, a close-out notice will be issued which will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the record retention requirements for grant records. The subrecipient must return any funds that have been drawn down, but remain unliquidated in its financial records.

Period of Performance Extensions
Extensions to this program are allowed. Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests addressed to VDEM, and must contain specific and compelling justifications as to why an extension is required. Subrecipients are advised to coordinate with the Grant Administrator, as needed, when preparing an extension request. All extension requests must address the following:

1. Grant program, fiscal year, and subaward ID number in eGMS
2. Reason for delay that must include details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the applicable deadline
3. Current status of the activity/activities
4. Approved period of performance termination date and new project completion date
5. Amount of funds drawn down to date
6. Remaining available funds, both Federal and non-Federal
7. Budget outlining how remaining Federal and non-Federal funds will be expended
8. Plan for completion, including milestones and timeframes for achieving each milestone, and the position/person responsible for implementing the plan for completion.

9. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work, as described in the approved budget.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the grant recipient with vendors or subrecipients prevent completion of the project within the existing period of performance
- The project must undergo a complex environmental review that cannot be completed within existing period of performance
- Projects are long-term by design and therefore acceleration would compromise core programmatic goals
- Where other special circumstances exist

Recipients must submit all extension requests to VDEM via upload into eGMS **no later than 90 days prior to June 30, 2021**.

Initiate the steps described under *Accessing Your Allocation* **within 30 days from the date of this notification**. If you have any questions regarding this award, please contact James Turner in the Grants Office at (804) 461-0022 or james.turner@vdem.virginia.gov .

Sincerely,

Cheryl Adkins

Cheryl Adkins
Chief Financial Officer

CB/jt

cc: Mr. Jess Powers, Emergency Management Coordinator
Mr. Ted Costin, Director of Regional Support, West Division
Mr. Timothy Estes, Chief Regional Coordinator, Region 4

VFIRS HARDWARE GRANTS

AGENCY POLICY
(VFIRS: VIRGINIA FIRE INCIDENT REPORTING SYSTEM)

FIRE SERVICES GRANT PROGRAM

VIRGINIA DEPARTMENT OF FIRE PROGRAMS
and the
Virginia Fire Services Board
1005 Technology Park Drive
Glen Allen, Virginia 23059-4500
Tel: (804) 249-1958
Fax: (804) 371-3358

COMMONWEALTH of VIRGINIA

Michael T. Reilly
EXECUTIVE DIRECTOR

Robert Dubé
DEPUTY DIRECTOR

Virginia Department of Fire Programs

Brook Pittinger
ASSISTANT CHIEF OF ADMINISTRATION
AND RISK MANAGEMENT SERVICES

June 2020

FY-2021 Annual Package

This letter serves as notification of the availability of the FY-2021 Annual Package. Beginning with FY2013, VDFP began providing the Annual Package electronically. The Annual Package may be found on the Virginia Department of Fire Programs' website and contains the following:

- **Aid to Localities (ATL)**
  - FY-2021 Audit Sheet
  - FY-2021 Disbursement Agreement
  - FY-2020 Annual Report
  - FY-2021 Allocations
  - FY-2021 Disbursement Schedule
  - Helpful Hints in Completing Annual Reports and Agreements

- **Live Fire Training Structure Grant Program**

- **Regional Fire Services Training Grants Program**
  ****Unfunded in FY2021. Next funding period FY2022****
  - FY-2022 Regional Fire Services Training Facilities Grants Application
  - Regional Fire Services Training Facilities Disbursement Agreement

- **VFIRS Hardware Grants Program**
  - Letter from VDFP Information and Statistics Manager
  - FY-2021 Application

- **Conference and Education Assistance Grants Program**
  ****Application period opens July 1, 2020****
  - FY-2021 Conference and Education Grant Application

You will notice that there is no application package for the Training Mini Grant Program due to a lack of funding for FY2021. No Training Mini Grant applications will be accepted for FY2021.

Please note that the application postmark deadline for the VFIRS Hardware Grant is August 31, 2020 and the Conference and Education Assistance Grant is August 1, 2020.

Also note that the FY-2020 Annual Report **will not** be accepted prior to July 1, 2020.

All program forms are available on our website at www.vafire.com.

1005 Technology Park Drive, Glen Allen, VA 23059-4500
Phone: (804) 371-0220 or Fax: (804) 371-3444
www.vafire.com

SPECIAL NOTIFICATIONS OF FUNDING PROGRAMS AND OPPORTUNITIES

Aid to Localities Entitlement (ATL) Program *New This Year

The Virginia Fire Services Board (VFSB) voted to adopt a one year increase to the minimum ATL allocations for Towns, Cities, and Counties at the Board meeting in June 2020. On *July 1, 2020 (FY2021)*, the minimum ATL allocations for Towns have been increased to $15,000; and Counties and Cities has been increased to $30,000. Below is a chart to illustrate the minimum increases:

Type of Jurisdiction	Previous	NEW Effective July 1, 2020
Incorporated Towns	$ 10,000	**$ 15,000**
Counties	$ 20,000	**$ 30,000**
Cities	$ 20,000	**$ 30,000**

ATL allocations are calculated based upon the most current US Population Census which was conducted in 2010. Based upon population, jurisdictions that have ATL allocations that fall below the minimum dollar values will have their ATL allocations raised to the minimum dollar level specified above.

Live Fire Training Structure Grant Program

Prototype II Class A Burn Buildings

The Virginia Fire Services Board (VFSB) voted to add the Prototype II Class A Burn Buildings back to the Policy.

Regional Fire Services Training Facilities (RFSTF) Grant Program

The Program is designed to provide defined grants to Virginia localities to provide multi-jurisdictional training as regional fire services training facilities per the NFPA 1001 and 1403 training standards. Due to funding limitations there will not be an application period in FY21. Funding will resume in FY2022.

The Program Policy and related documents can be found on our website under the Grants & Local Aid\Regional Fire Services Training Facilities Grant Program web link.

VFIRS Hardware Grants Program

The amount of funding for the VFIRS Grant is $700. This funding level will allow the VFSB & VDFP to provide more applicants with funding. The minimum specifications can be found in the Agency Practices document located on our website under the https://www.vafire.com/grants-and-local-aid/vfirs-hardware-grants/ web link.

Conference and Education Assistance Grant Program

The program provides financial support for conferences and seminars sponsored by Virginia based non-profit organization to further the education of fire and emergency service personnel. FY21 Application period opens July 1st and closes August 1st. The Program will be evaluated as competitive. FY2021 awards will be made based in funding availability and the project performance period will be determine upon award.

If you have questions about the documents and forms or need additional assistance, don't hesitate to contact me at 804-249-1958 or via email at Theresa.Hunter@vdfp.virginia.gov.

Respectfully,

Theresa Hunter
Budget and Grants Manager

Commonwealth of Virginia
Department of Fire Programs

FY-20 21 FIRE PROGRAMS FUND DISBURSEMENT AGREEMENT

Statutory Authority: §38.2-401 of the *Code of Virginia*

This Agreement, made effective as of the 1st day of **July**, 2020, by the DEPARTMENT OF FIRE PROGRAMS (the "Agency") and the LOCALITY noted below (the "Receiving Locality"), governs the distribution and use of the Receiving Locality's annual entitlement from the Fire Programs Fund ("the Fund"), as provided for in §38.2-401 of the Code of Virginia as amended (the "Statute").

WHEREAS, the Statute in effect as of the date first written above is incorporated herein by reference; and

WHEREAS, the Receiving Locality is thereunder required to execute a "Fire Programs Fund Disbursement Agreement" and forward same to the Agency as a condition of receiving any allocation or disbursement from the Fund;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. **Representations of the Agency**. The Agency represents that the Agency is duly organized and the Executive Director duly appointed by the Governor and confirmed by the General Assembly as provided for by the *Code of Virginia*, and that the Executive Director or his designee is duly authorized to enter into this agreement.

2. **Representations of the Receiving Locality.** The Receiving Locality represents that (a) its authorized representative whose signature appears below has read and understands the referenced sections of the Statute and any Policies & Definitions adopted thereunder, (b) it agrees to comply with all applicable provisions of the Statute and any Policies & Definitions adopted thereunder, including the use of such funds and all reporting and audit requirements and (c) it is duly authorized to execute this Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

3. **Availability of Funds.** It is understood and agreed by the parties hereto that the AGENCY shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purposes of this Agreement. The Recipient shall deposit funds in an interest-bearing account or normal risk and with a demand restriction, if any, not exceeding 30 calendar days until they are needed. The Recipient must be able to account for both the principal and the interest amounts.

4. Merger; Severability; Governing Law. This writing constitutes the entire Agreement between the parties, supersedes any existing agreement or understanding, oral or written, relative to the matters contained herein, and may be modified only in a writing executed by all parties hereto.

If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, it shall not render the remaining portions of this Agreement void or unenforceable. This Agreement shall in respects be governed by the laws of the Commonwealth of Virginia.

5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITENESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement effective as of the date first written above, intending to be bound thereby.

Commonwealth of Virginia
Department *of* Fire Programs

BY: _____ _____

RECEIVING LOCALITY: Russell County
Name of Locality

BY: _____ 7/28/20
Signature Date

Lonzo Lester
Name

County Administrator
Title

(Non-P.O.)

Office Address: 137 Highland Drive
Lebanon, VA 24266

Mailing Address: PO Box 121
Lebanon, VA 24266

E-mail Address: lonzo.lester@russellcountyva.us

Telephone Number: 276-889-8000

Commonwealth of Virginia
Department of Fire Programs

FY-20 21 FIRE PROGRAMS FUND DISBURSEMENT AGREEMENT

Statutory Authority: §38.2-401 of the *Code of Virginia*

This Agreement, made effective as of the 1st day of **July**, 2020, by the DEPARTMENT OF FIRE PROGRAMS (the "Agency") and the LOCALITY noted below (the "Receiving Locality"), governs the distribution and use of the Receiving Locality's annual entitlement from the Fire Programs Fund ("the Fund"), as provided for in §38.2-401 of the Code of Virginia as amended (the "Statute").

WHEREAS, the Statute in effect as of the date first written above is incorporated herein by reference; and

WHEREAS, the Receiving Locality is thereunder required to execute a "Fire Programs Fund Disbursement Agreement" and forward same to the Agency as a condition of receiving any allocation or disbursement from the Fund;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. **Representations of the Agency**. The Agency represents that the Agency is duly organized and the Executive Director duly appointed by the Governor and confirmed by the General Assembly as provided for by the *Code of Virginia*, and that the Executive Director or his designee is duly authorized to enter into this agreement.

2. **Representations of the Receiving Locality.** The Receiving Locality represents that (a) its authorized representative whose signature appears below has read and understands the referenced sections of the Statute and any Policies & Definitions adopted thereunder, (b) it agrees to comply with all applicable provisions of the Statute and any Policies & Definitions adopted thereunder, including the use of such funds and all reporting and audit requirements and (c) it is duly authorized to execute this Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

3. **Availability of Funds.** It is understood and agreed by the parties hereto that the AGENCY shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purposes of this Agreement. The Recipient shall deposit funds in an interest-bearing account or normal risk and with a demand restriction, if any, not exceeding 30 calendar days until they are needed. The Recipient must be able to account for both the principal and the interest amounts.

4. Merger; Severability; Governing Law. This writing constitutes the entire Agreement between the parties, supersedes any existing agreement or understanding, oral or written, relative to the matters contained herein, and may be modified only in a writing executed by all parties hereto.

If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, it shall not render the remaining portions of this Agreement void or unenforceable. This Agreement shall in respects be governed by the laws of the Commonwealth of Virginia.

5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITENESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement effective as of the date first written above, intending to be bound thereby.

Commonwealth of Virginia
Department *of* Fire Programs

BY: _____ _____

RECEIVING LOCALITY: Russell County
Name of Locality

BY: _____ 7/28/20
Signature Date

Lonzo Lester
Name

County Administrator
Title

(Non-P.O.)

Office Address: 137 Highland Drive
Lebanon, VA 24266

Mailing Address: PO Box 121
Lebanon, VA 24266

E-mail Address: lonzo.lester@russellcountyva.us

Telephone Number: 276-889-8000

G/L TRIAL BALANCE

2020/06

ACCOUNT #	DESCRIPTION	DATE	REFERENCE/PO#	CURRENT AMT	YEAR-TO-DATE	$ BUDGET $
	Fire Program		FUND#-100			
	Fire Program		MAJOR-024040			
024040-0013	Fire Program	6/30/2020	B.FWD.		.00	.00
	-APPROPRIATION 2019/07	7/01/2019	BA-001-0000119 -			2,000.00-
	-TREASURER CAS 2019/09	9/19/2019	CS-001- 201909-	86,763.00-		
	CORRECT FIRE D 2020/06	7/28/2020	JE-001-0001046 -	86,763.00-		
	CORRECT FIRE D 2020/06	7/28/2020	JE-001-0001047 -	86,763.00		
	CORRECT FIRE D 2020/06	7/28/2020	JE-001-0001047 -	86,763.00		
	CORRECT FIRE D 2020/06	7/28/2020	JE-001-0001048 -	8,673.00-		
	CORRECT FIRE D 2020/06	7/28/2020	JE-001-0001049 -	8,673.00		
	CORRECT FIRE D 2020/06	7/28/2020	JE-001-0001049 -	86,763.00-		
FUND TOTAL.....	A S S E T S		.00	.00	.00	
FUND TOTAL.....	L I A B I L I T Y		.00	.00	.00	
FUND TOTAL.....	R E V E N U E		.00	86,763.00-	86,763.00-	
FUND TOTAL.....	E X P E N S E		.00	.00	.00	
FUND TOTAL.....			.00	86,763.00-	86,763.00-	
FUND TOTAL.....	ENCUMBRANCE				.00	
	-TOTAL-			86,763.00-	86,763.00-	84,763.00
DEPT TOTAL.....	BALANCE FORWARD				.00	
	CURRENT MONTH				86,763.00-	
	ENCUMBRANCE				.00	
	YEAR TO DATE				86,763.00-	
	BUDGET BALANCE				84,763.00	
COMPANY TOTAL.....	A S S E T S		.00	.00	.00	
COMPANY TOTAL.....	L I A B I L I T Y		.00	.00	.00	
COMPANY TOTAL.....	R E V E N U E		.00	86,763.00-	86,763.00-	
COMPANY TOTAL.....	E X P E N S E		.00	.00	.00	
COMPANY TOTAL.....			.00	86,763.00-	86,763.00-	
COMPANY TOTAL.....	ENCUMBRANCE				.00	

Virginia Department of Fire Programs
Fire Programs Fund – Aid to Localities
Fiscal Year 2021 Audit Sheet

Item	Information		
Locality	**Russell**		
FIPS Code	**167**	Type	**County**
FY-2020 Allocation	**$86,763.00**	Status	**Received**
Carry-Over Amount to FY-2020 from FY-2019	**$8,998.00**		
FY-2019 Allocation	**$82,455.00**	Status	**Received**
Carry-Over Amount to FY-2019 from FY-2018	**$8,998.00**		
FY-2018 Allocation	**$79,640.00**	Status	**Received**
Carry-Over Amount to FY-2018 from FY-2017	**$16,729.00**		
ATL Reference Codes ➔ (See codes to the right and the descriptions below to determine action required to receive funds.)	**ABC**		

ATL Reference Code Description	
A	Need two (2) FY-2021 Disbursement Agreements; forms available on website.
B	Need FY-2020 Annual Report; form available on website.
C	Include FY-2019 carry-over balance on FY-2020 Annual Report.

Jurisdictions that fail to submit a satisfactory Annual Report and two Disbursement Agreement forms at the end of any annual reporting period shall forfeit the allocation for that fiscal year.

Audits of the ATL program will be conducted throughout the year. Selected localities will be contacted by the Budget and Grants Manager to schedule the onsite or desk review.

☞ All forms are available on our website www.vafire.com under the Grants and Local Aid link

☞ Direct all reporting documents, questions, and comments to:

Budget and Grants Manager
Virginia Department of Fire Programs
1005 Technology Park Drive
Glen Allen VA 23059-4500
804/249-1958 (W); 804/371-3358 (F)

Commonwealth of Virginia
Department of Fire Programs

(Rev. 8/17)

Annual Report on Aid to Localities from the Fire Programs Fund

Code of Virginia § 38.2-401:B(6) *"In order to remain eligible for such funds, **each receiving locality shall report annually** to the Department* (of Fire Programs) *on the use of the funds allocated to it for the previous year and shall provide a completed Fire Programs Fund Disbursement Agreement form"* for the upcoming fiscal period.

A1	Enter the exact legal title of the locality being reported upon – check ☑ one and complete entry	X	County of	Russell
			City of	
			Incorporated Town of	

A2	Enter Employer Identification Number (**EIN**) for [A1] above	5	4	---	6	0	0	1	5	8	9

A3	If an incorporated town, enter **County** in which Located – otherwise – check ☑ *n/a*	X	Not Applicable

B1	Enter **fiscal period** being reported upon		**FY - 2020**
	Commonwealth fiscal periods commence on July 1st of the prior calendar year and end on June 30th of that same numbered calendar year.		
B2	Enter the total **balance remaining**, if any, from Aid to Localities from the Fire Programs Fund received in fiscal periods **PRIOR** to that Identified in [B1] above	☐ None $ 8,998.00	
	Enter any interest earned on prior FY balance (not required)	$ -	
B3	Enter total amount received **FOR the fiscal Period identified in [B1]**	$ 86,763.00	
B4	Add lines [B2] and [B3] and enter **total** Amount to be accounted for in this report		$ 95,761.00

Code of Virginia § 38.2-401:B(2) *"Funds allocated to the counties, cities and towns ... **shall not be used directly or indirectly to supplant or replace any other funds** appropriated by the counties, cities and towns for fire service operations."*

Code of Virginia § 38.2-401:B(3) "Such funds shall be **used solely** for the purposes of training volunteer or career firefighting personnel in each of the receiving localities; funding fire prevention and public safety education programs; constructing, improving and expanding regional or local fire service training facilities; purchasing emergency medical care and equipment for fire personnel; payment of personnel costs related to fire and medical training for fire personnel; or for purchasing personal protective equipment, vehicles, equipment and supplies for use in the receiving locality specifically for fire service purposes."

NOTE ➔	Enter by category the total amount disbursed during the fiscal period identified above in [B1]. **Enter ONLY those amounts paid from that received as Aid to Localities from the Fire Programs Fund.** Report ONLY disbursements for fire service purposes which did NOT otherwise supplant or replace locally appropriated funds. (Enter "None" wherever appropriate.)

C1	Expenditures for … the **training of firefighting** personnel NOT reported in [C6]	$ -	
C2	… **public (Fire) safety education** programs	$ -	
C3	… **LOCAL Fire Service training facilities** as such principally or solely serves the locality Identified in [A1] above		
C4	… Any/**ALL other Fire Service training facilities** including those that are Regional/multi-jurisdictional	$ -	
C5	… **emergency medical care & equipment** for Fire Personnel	$ -	
C6	… personnel costs related to **fire and medical training** for Fire Personnel NOT reported in [C1]	$ -	
C7	… **Personal (Fire) Protective Equipment**	$ 37,184.16	
C8	… (Fire) **Vehicles** including Apparatus	$ 27,418.68	
C9	… Fire Fighting **Equipment and Supplies**	$ 22,160.16	
C10	**ADD items [C1] through [C9 Enter TOTAL**		$ 86,763.00

D1	**SUBTRACT [C10] from [B4] and Enter the difference**		$ 8,998.00
	Should either be ZERO or a POSITIVE figure representing the amount being carried forward into the succeeding fiscal period and thereafter to be accounted for.		
D2	**Future Spending Plan for remaining balance**: Below provide a detail explanation of how the carry forward balance shown in this section will be spent. Explanation should include timelines, amounts and category in which funds will be spent. Spending plan can be updated annually to reflect agency needs.		$ 8,998.00

E1	Has ANY part of the amounts listed above in [C1] through [C9] inclusive been used to **"supplant or replace"** local funding; the foregoing including that for either or both Operations & Capital Improvements?		Yes
		X	No
E2	Has ANY part of the amounts listed above in [C1] through [C9] inclusive been used for OTHER than solely "**fire service purposes**"?		Yes
		x	No

F1	Identify a **Principal Point of Contact** as the party who should be contacted about: • Questions concerning this report • To make arrangements to audit records, - or - • Other similar needs	Last Name, First, MI, Title McGlothlin, Alicia K Treasurer Street Address including Zip Code 137 Highland Drive Lebanon, VA 24266 Telephone Number: 276-889-8030 FAX Number: 276-889-8070 E-Mail Address alicia.mcglothlin@bvu.net

G1	**Certification – to be completed by:** • County Administrator /OR/ Deputy, City Manager /OR/ Deputy, Town Mayor / Town Manager; or … • Other duly authorized official whereby the report is accompanied by a copy of an 'Ordinance' or other such instrument clearly granting that party such authority.			
	This report is entered on behalf of the jurisdiction identified above [A1] with the knowledge and belief that all representations herein made are true and correct.			
Signature		Lonzo Lester Typed / Printed Name	County Administrator Title	0728/2020 Date

(All applications **must** be notarized to be considered – incomplete forms shall be returned.)

State of Virginia }
City / County of Russell }

On this 28 day of July (month) in 2020 (year), before me, the undersigned a Notary Public for the Commonwealth of Virginia, personally appeared Lonzo Lester to me known (or to me proved) to be the identical person named herein and having in my presence executed the above, and acknowledged that he executed same as his voluntary act and deed.

VICKI PORTER NOTARY PUBLIC REG. #168621 MY COMMISSION EXPIRES 5-31-21 COMMONWEALTH OF VIRGINIA

My Commission expires: May 31, 2021
Date

Notary Public {Seal}

FIRE DEPARTMENT GRANT MONEY 2019-2020

	Personal Protective Equip	Fire Fighting Equip	Vehicles
Lebanon		9,765.45	2,629.26
Belfast	12,394.74		
Cleveland			12,394.71
Honaker		12,394.71	
Dante	12,394.71		
Copper Creek			12,394.71
Castlewood	12,394.71		
Personal Protective Equip	37,184.16		
Fire Fighting Equip	22,160.16		
Vehicles	27,418.68		
TOTAL	**86,763.00**		

Russell County Virginia

"The Heart of Southwest Virginia"

August 3, 2020

To: Board of Supervisors

From: County Administrator

Subj: Oak Grove Community Center

The following quotes includes the transportation of the school's modular facility (28X50) to the Oak Grove Community site, site construction, connection of the modular facilities, heat pump, or build modular facility addition:

Transfer modular facility:

Brothers Mobile Home Services - **$7,700 (Low Bid)**

Connect modular facility: Redbud Const. - **$8,475 (Low Bid)**

Site construction: County & RC PSA - **$6,855 (County)**
(Site, Electrical, HVAC Conduit)

Total Estimated Cost: $23,030

(or)

Build (14X30) modular facility addition: **$14,750 (Low Bid)** (foundation not incl.)

Site construction: County & RC PSA - **$6,855 (County)**
(Site, Electrical, HVAC Conduit)

Total Estimated Cost: $21,605

If you have any further questions, please let me know

Sincerely,

LONZO LESTER

Lonzo Lester, MBA, CPC, VCO

Russell County Government Center
137 Highland Drive · Lebanon, Virginia 24266 · (276) 889-8000 · Fax (276) 889-8011
www.russellcountyva.us

Brother's Mobile Home Services, Inc.

1989 Morning Star Circle

Lebanon VA 24266

Invoice

Quote #: 04180617

Bill to:
Russell County

Invoice Date 3-13-2020

Pickup Location: Russell County Vocational School, Lebanon

Drop off Location: Old Copper Creek School, Moccasin

Description	Amount
Separate modular (remove ridge cap and vinyl siding on ends)	
Supply transport frame and transport modular	
Level and marriage the two halves together	
Supply anchors and anchor modular	
Put vinyl siding back on the ends and put ridge cap on roof	$6500.00
Supply under skirting and install	$1200.00
(Brother's will supply anchoring materials and bolts)	

Total **$7700.00**

Signature:_____

WVa License #: WV032697
VA License #: 2705092950

Thank You For Your Business

FAX 889-8011

Bradley's Salvage, Wrecker & Mobile Home Service, Inc.

24-HOUR WRECKER SERVICE
276/762-7961

P.O. BOX 947
St. PAUL, VIRGINIA 24283
Phone: 276/762-0440

LIGHT & HEAVY DUTY TOWING

№ 14997

SERVICE INVOICE

Date of Order

Order No.	Phone	Mechanic	Helper	Date 9-10-19

Customer

Address

City

Year	Make	Model	License	Truck#	Mileage

DESCRIPTION OF WORK

Move & set Modular Home in Lebanon to Oak Grove

12,500.00

Paid in Full

I hereby authorize Bradley's Salvage, Wrecker & Mobile Home Service, Inc. and it's representatives to repair the vehicle listed above and to test drive it as required. I understand that full payment is expected upon completion of the repairs authorized by me, and that the mechanic's lien may be placed against this vehicle if necessary, along with the storage charges and legal fees if a settlement is not reached within a reasonable length of time. Furthermore, I will not hold Bradley's Salvage, Wrecker & Mobile Home Service, Inc. or it's representatives responsible for damage to this vehicle as a result of fire, flood or other unforseen disaster. A copy of this invoice must be presented for adjustments or repair/replacement of any parts installed by us.

By

TOTAL MATERIALS		
TAX		
TOTAL LABOR		
TOTAL AMOUNT $		

Signature_____ Date Completed_____

I hereby acknowledge the satisfactory completion of the above described work. ☐ No One Home

Redbud Construction
Box 412
Honaker, VA. 24260
276-979-5265

INVOICE

INVOICE06092020
Date: 06/09/2020

TO:
Russell County School Board
Oak Grove Community Center
Lebanon Va. 24266

FOR
Framing a roof

DESCRIPTION	MATERIALS	LABOR	AMOUNT
To frame a roof from the existing center over the breezeway connected to the new addition removing a window framing a opening , match shingles as close as possible all material an labor is included			8475.00
		TOTAL	8475.00

Make all checks payable to Redbud Construction
Total due in 15 days . Overdue accounts subject to a service charge of 18% per month.

PRICES QUOTED
GUARANTEED FIRM
UNTIL 6-13-2020

All Your Building Materials Needs at a Price You Can Afford

KIM C. DAVIS CONSTRUCTION
2081 Long Hollow Rd
Cleveland, Virginia 24225
Phone (276) 889-5240

No.
DATE: 3-13-2020
SALESMAN: Kim C Davis

NAME: Russell co Oak grove Community Center ADDRESS:

EXAMINE CAREFULLY, AS PRICES APPLY ONLY TO GRADE AND SIZES SPECIFIED BELOW. PRICES SUBJECT TO CHANGE WITHOUT NOTICE AND CLERICAL ERRORS ARE SUBJECT TO CORRECTION

QUANTITY	ITEM	PRICE EACH	TOTAL AMOUNT
	Estimat to connect House from Trade school to Oak grove community Center		
	Including Foundation and connecting the two with opening in dining Room of building there.		
	Including moving power line.		21000 00

RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
P. O. BOX 3219
LEBANON, VIRGINIA 24266

Ph:276-883-4030 Fax: 276-889-2196 e-mail: rcpsa@bvu.net

Estimate

8/29/2019

To: Russell County

Job Location
Russell County (Hansonville Area)

Estimate	
Construction of Concrete Pad for Oak Grove Senior Citizens' Building - Russell County (Hansonville Area)	$4,200.00
Total Estimated Job Cost	$4,200.00

RUN DATE: 4/28/20

CUST PH # 276-889-6500
CUST FAX # 276-889-6508

DATE: 4/28/20
TIME: 10:24:10 AM ET
SALE TYPE: CHARGE
** QUOTE **
PAGE: 1 OF 3
ORDER#: 475730 N
ORDER TYPE:
FED. I.D.#: 52-0577320
PHONE: 423-968-1053

R.E. MICHEL COMPANY

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EQUIPMENT · PARTS · SUPPLIES

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R.E. MICHEL COMPANY LLC BRISTOL , TN 376204252

CHG QUO

YOUR ACCOUNT NO. IS 682818 QUOTE

SOLD TO
RUSSELL COUNTY PUBLIC
SCHOOLS
PO BOX 8
LEBANON, VA 24266

SHIP TO
RUSSELL COUNTY PUBLIC
SCHOOLS
PO BOX 8
LEBANON, VA 24266

QUOTE NUMBER	CUSTOMER ORDER NUMBER	SALESMAN	SHIP VIA
47573000	OAK GROVE COMM.	000184	TBD

Quantity Ordered	Quantity Shipped	Back Ordered	Stock Number	Description	Unit Price	Extended Price
				THIS PRICING GOOD FOR 30 DAYS (COPPER PRICES VALID FOR 7 DAYS, FREON VALID SAME DAY ONLY) TAX AND FREIGHT NOT INCLUDED.		
				********** ** A/C & HP CONDENSING UNITS(EXCLUDING DRY ** ** CHARGE) MUST BE INSTALLED WITH A MATCHED INDOOR ** ** UNIT FOR A WARRANTY TO BE VALID. ** **********		
1	0	1	1AT311B	VSH1BE4M1SP24K AIRTEMP 14 SEER HEAT PUMP	1066.21	1066.21
1	0	1	22B400C	B6BMM024K-A AIRTEMP MULTIPOISE PISTON A/H	503.13	503.13
1	0	1	22B480C	H8HK010H-11 AIRTEMP HEATER KIT	74.24	74.24
2	0	2	8H3610	DUCT 16X10 48" S/D	20.86	41.72
2	0	2	8H3580	DUCT 10X10 48" S/D	14.70	29.40
2	0	2	8H358	DUCT 10X8 48" S/D	13.69	27.38

** CONTINUED **

Counterperson:

Tax Certificate Number

Sub Total	
Sales Tax	
FREIGHT	
TOTAL ▶	

A Family Company Since 1935

2 Ton

$ 2654.54

RUN DATE: 4/28/20

CUST PH # 276-889-6500
CUST FAX # 276-889-6508

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R.E. MICHEL COMPANY LLC BRISTOL , TN 376204252

DATE: 4/28/20
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PHONE: 423-968-1053

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47573000	OAK GROVE COMM.	000184	TBD

Quantity Ordered	Quantity Shipped	Back Ordered	Stock Number	Description	Unit Price	Extended Price
1	0	1	8H3630	DUCT 20X10 48" S/D	24.60	24.60
2	0	2	8H487B	END CAP 20X10 S/D	5.51	11.02
8	0	8	8H008	800 12X4 BRN FLOOR REGISTER FLOOR DIFFUSER	3.12	24.96
8	0	8	8H807	BOOT 4X12-6" STRAIGHT	2.25	18.00
8	0	8	8H862T	COLLAR 6" #168 FLAT ADHES W/D	4.92	39.36
1	0	1	9H030B	REDUCER 2X10 RECT SIDE	5.47	5.47
1	0	1	9H032B	TRUNK REDUCER 6X10	5.98	5.98
1	0	1	8H733E	FLAT SHEET 48X120 26G GALV G40	21.14	21.14
2	0	2	8H293	3"X60YDS FOIL DUCT TAPE UL181A-P	18.07	36.14
1	0	1	8H291	330X EXTREME WEATHER FOIL TAPE 3"X50YDS TEMP -35F TO 260F	10.38	10.38
8	0	8	7H606A	6"X25' R6.0 FLEX DUCT BAGGED SILVER JACKET	21.89	175.12
1	0	1	7H616A	16"X25' R6.0 FLEX DUCT BAGGED SILVER JACKET	58.28	58.28
2	0	2	8H869B	COLLAR 16" #167 FLAT ADHESIVE	9.09	18.18
1	0	1	8H197	60GHFF (19FG) 20X25 WHITE FILTER GRILLE	19.94	19.94
2	0	2	7H385	HVBB48075 4'X75'BUBBLE WRAP	164.65	329.30

** CONTINUED **

Counterperson:

Tax Certificate Number

Sub Total	
Sales Tax	
FREIGHT	
TOTAL ▶	

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RUN DATE: 4/28/20

CUST PH # 276-889-6500
CUST FAX # 276-889-6508

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QUOTE NUMBER	CUSTOMER ORDER NUMBER	SALESMAN	SHIP VIA
47573000	OAK GROVE COMM.	000184	TBD

Quantity Ordered	Quantity Shipped	Back Ordered	Stock Number	Description	Unit Price	Extended Price
				R8 INSUL USE WITH 3/4" SPACER		
1	0	1	8H958	WIRE TIE 36"BLACK 50 PACK	7.92	7.92
1	0	1	4H116P	PAD PLASTIC 36X36X3	32.11	32.11
1	0	1	6R222B	3/8 X 3/4 X 25' 1/2 BLK INS LINESET PLAIN ENDS	63.11	63.11
1	0	1	3C497	DISCONNECT 60A NON-FSD	11.45	11.45

SPRING STOCK UP IS HERE CHECK US OUT ON LINE WWW.REMICHEL.COM
THANKS FOR YOUR ORDER 24HR CELL 423-534-3564

Counterperson: HRHYMER
TN163 0060

Tax Certificate Number

Sub Total	2654.54
Sales Tax	245.54
FREIGHT	
TOTAL ▶	2900.08

A Family Company Since 1935

** This is NOT an invoice **
** DO NOT sign this document as a receipt **

Quotation

Johnstone Supply Kingsport
1909 Brookside Lane
KINGSPORT, TN 37660
423-246-6995

EXPIRATION DATE	QUOTE NUMBER
05/28/2020	213-100846262
Johnstone Supply Kingsport 1909 Brookside Lane KINGSPORT, TN 37660 423-246-6995	PAGE NO. 1 of 2

QUOTE TO:

RUSSELL COUNTY BOARD OF SUPERVISORS
PO BOX 1208
LEBANON, VA 24266

SHIP TO:

RUSSELL COUNTY BOARD OF SUPERVISORS
PO BOX 1208
LEBANON, VA 24266

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
21074	OAK GROVE		MELISSA JUSTICE

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
KENNETH TAYLOR	BID	Net Due 30 days	04/28/2020	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	B75-914 GSZ140241 HEAT PUMP GOODMAN 14SEER 11.5EER 8.2HSPF 2T SINGLE PHASE 208/230V R410A	1052.700/ea	1052.70
1ea	L93-327 ARUF25B14 AIR HANDLER SINGLE PIECE GOODMAN 2T MULTI-POSITION 17-1/2" WIDTH FIELD TXV	474.150/ea	474.15
1ea	L81-163 HKSC10XC HEAT ELECTRIC KIT 10KW AHRI #: 201640401	119.410/ea	119.41
2ea	M90-258 TD481610 4FT 16X10 TRUNK DUCT	23.210/ea	46.42
2ea	D10X10 TD48-10X10 DUCT-4FT	16.810/ea	33.62
2ea	M90-182 TD48108 48IN 10X8 TRUNK DUCT	15.180/ea	30.36
1ea	D20X10 TD48-20X10 DUCT-4FT	28.130/ea	28.13
2ea	M81-898 212010 20X10 END CAP	6.260/ea	12.52
8ea	L88-168 010719 DIFFUSER 4X12 421 FLOOR BROWN	4.130/ea	33.04
8ea	M80-890 27R4126 4X12X6 STRAIGHT BOOT	2.570/ea	20.56
8ea	M81-441 ATT6 6IN AIR TIGHT TAKEOFF	4.500/ea	36.00
1ea	M81-714 35610 6X10 TRUNK REDUCER	7.020/ea	7.02
1ea	M81-712 35210 2X10 TRUNK REDUCER	6.340/ea	6.34
1ea	M90-236 SH264896 26GA 48X96 SHEET	23.600/ea	23.60

** Continued on Next Page *

2-Ton

$ 2,696.15

Subtotal	
S&H Charges	
Estimated Tax	
Amount Due	

Printed By: KENTAY on 4/28/2020 10:23:39 AM

Quotation

EXPIRATION DATE	QUOTE NUMBER
05/28/2020	213-100846262

Johnstone Supply Kingsport
1909 Brookside Lane
KINGSPORT, TN 37660
423-246-6995

PAGE NO.

Johnstone Supply Kingsport
1909 Brookside Lane
KINGSPORT, TN 37660
423-246-6995

QUOTE TO:

RUSSELL COUNTY BOARD OF SUPERVISORS
PO BOX 1208
LEBANON, VA 24266

SHIP TO:

RUSSELL COUNTY BOARD OF SUPERVISORS
PO BOX 1208
LEBANON, VA 24266

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
21074	OAK GROVE		MELISSA JUSTICE

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
KENNETH TAYLOR	BID	Net Due 30 days	04/28/2020	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2ea	G80-092 216478/AF-100-3 TAPE DUCT FOIL 3IN X 60YD SILVER UL 181A-P & UL 181B-FX 4 MILS SHURTAPE	18.950/ea	37.90
1ea	G80-977 3520CW TAPE DUCT FOIL COLD TEMP 3IN X 50YD SILVER 3.5 MILS 3M VENTURE TAPE	14.000/ea	14.00
8ea	FLEXR6-6B MHP-25R6B FLX DCT 6" BAG	25.740/ea	205.92
1ea	FLEXR6-16B MHP-25R6B FLX DCT 16" BAG	68.040/ea	68.04
2ea	ATT16 ATT-16" AT COLLAR W/HOLES	13.120/ea	26.24
1ea	L88-177 043520 GRILLE 20X25 673 1/2 FIN SPACING FILTERED RETURN WHITE	25.860/ea	25.86
2ea	R94-247 HVBP48100 INSULATION REFLECTIVE R4.2 48IN X 100FT STANDARD EDGE REFLECTIX	132.230/ea	264.46
1ea	G80-002 BL36H9L TIE CABLE NATURAL 36"	9.360/ea	9.36
1ea	B94-676 EL3636-2 PAD EQUIPMENT 36X36X2 E LITE	28.690/ea	28.69
1ea	B75-254 61220250 LINE SET STANDARD 3/8IN 3/4IN 1/2IN 25FT STRAIGHT END	79.820/ea	79.82
1ea	G84-940 DPU222R DISCONNECT SWITCH 60AMP 120/240V METALLIC NON-FUSED	11.990/ea	11.99

Subtotal	2696.15
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	2696.15

Printed By: KENTAY on 4/28/2020 10:23:39 AM

Redbud Construction
Box 412
Honaker, VA. 24260
276-979-5265

INVOICE

INVOICE012518
Date: 09/02/19

TO:
Russell County school Board
Lebanon,Va.24266

FOR:
Building a 14x30 room complete

DESCRIPTION	MATERIALS	LABOR	AMOUNT
To frame a 14 x 30 room and finish to be completed all inspection by code of Virginia that incudes 3 windows , 1 36" six panel steel door with a panic bar texture ceiling , texture walls, with paint trim , floor covering turn key deal . siding to match or match as close as possible same on the shingles			14,750.00
Also includes the underpinning of the new addition			
$35.12 per sq ft			
Keith Stevens			
		TOTAL	14,750.00

Make all checks payable to Company Name
Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Shannon Dion
Director

Megan Peterson
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

June 4, 2020

Mr. Lonzo Lester
County Administrator
Russell County
P. O. Box 1208
Lebanon, VA 24266

RE: School Resource Officer/School Security Officer Grant Program--SRO

Dear Mr. Lester:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **21-D4168FR21** and was approved for a total award of **$57,287**. The project period is **07/01/2020** through **06/30/2021**.

Included with this letter is a Statement of Grant Award/Acceptance (SOGA). Please note hard copies of the General Special Conditions, as well as the Reporting Requirements and Projected Due Dates, are no longer included as part of the Grant Award Package. Instead, these documents have been combined and are now referred to as **Conditions and Requirements** and are posted online at https://www.dcjs.virginia.gov/grants/grant-requirements.

In addition to the General Special Conditions, there may be Specific Special Conditions related to your Grant Award. You are required to view these conditions online via the Grants Management Information System (GMIS) at https://grants.dcjs.virginia.gov under menu item View Status -> Special Conditions. If you have not previously done so, you must obtain a user name and password set up by your Finance Officer in order to use this web-based system.

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to grantsmgmt@dcjs.virginia.gov. If you have questions, contact (Michelle Miles) at (804) 225-1846 or via email at Michelle.Miles@dcjs.virginia.gov.

Sincerely,

Shannon Dion

Shannon Dion

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

School Resource Officer/School Security Officer Grant Program--SRO

Subgrantee: Russell
DCJS Grant Number: 21-D4168FR21
Grant Start Date: 07/01/2020
Grant End Date: 06/30/2021

Indirect Cost Rate: _____% ***If applicable**

Federal Funds:	$ 0
State General Funds:	$ 0
State Special Funds:	$43,693
Local Match:	$13,594
Total Budget:	$57,287

Project Director	Project Administrator	Finance Officer
The Hon. Steve Dye Sheriff Russell County Sheriff's Office P. O. Box 338 Lebanon, VA 24266 (276) 889-8033 sheriff@russellcountyva.us	Mr. Lonzo Lester County Administrator Russell County P. O. Box 1208 Lebanon, VA 24266 (276) 889-8000 lonzo.lester@russellcountyva.us	Ms. Alicia McGlothlin Treasurer Russell County P. O. Box 121 Lebanon, VA 24266 (276) 889-8028 rctreas@bvunet.net

***Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____
Authorized Official (Project Administrator)

Title: _____

Date: _____

DATE: July 15, 2020

TO: Mr. Lonzo Lester, Administrator, Russell County Board of Supervisors

Members of the Russell County Board of Supervisors

Lebanon, Va

FROM: Highway Abundant Life Church

Pastor, Seth Shortridge, (276) 202-2981

1230 Redbud Hwy, Rosedale, VA 24280

SUBJECT: Permission for Pump and Haul Septic System

Per our conversation on July 14, 2020, I am writing to ask the Russell County Board of Supervisors for approval to install a pump and haul septic system at our church located at 1230 Redbud Highway, Rosedale, VA. We have recently purchased this church and have been working hard to do improvements. Unfortunately, we do not have enough land to put in a full septic system on this property. We have approximately 25 members with average time at the church being around 5 hours per week. We would like to build two bathrooms onto the church, if the pump and haul system meets your approval. Mr. Mickey Ray, Building Inspector for Russell County, said we could apply for building permits to build bathrooms once system was installed if approved. We have contacted, David Kinder, (276) 971-1936, Rosedale, VA, who works through the Russell County Health Dept. He has drawn up drafts of location on property to place a 1500 gallon tank with an alarm system to alert us to when tank needs to be pumped. He said he would submit the necessary paperwork to your office and the Health Department for necessary permits. We realize that we would need certified personnel to install this system per regulations.

We want everything to be in legal standing with county regulations.

If you have any questions in regard to this request, please feel free to contact us at the above telephone number. Thank you so very much for your consideration in this matter and we would greatly appreciate any and all help towards your approval.

Sincerely,

Seth Shortridge, Pastor

Highway Abundant Life Church

Please review and distribute this memo to the departments listed below

To: Department Directors

From: Sigma Consulting and Training, Inc.
Phone: (863) 232-2910
Fax: (863) 326-6780
e-mail: info@sigmatrainingservices.com

Pages: 3 (includes cover)

Date: July 13th, 2020

Please forward to:

Public Works	Highway Maintenance
Parks and Recreation	Water/Wastewater Treatment
Solid Waste/Sanitation	Environmental Services/Mosquito Control
SPCC Coordinator	Stormwater Compliance/MS4

You safety is our top priority. Social distancing and all appropriate State and CDC recommendations will be enforced. Including temperature checks and student screening.

URGENT - PLEASE RESPOND IMMEDIATELY

Chemical Spill Response Training for Commonwealth of Virginia - City and County Government Employees

Please review the attached information for an upcoming training class to be held on August 4th (Roanoke Area), August 5th (Culpeper Area), and August 6th (Richmond Area).

NEWS FLASH: In Virginia alone, EPA reported inspections at 818 city and county facilities in the last three years. *Including a $21,000 fine at a city water plant in May 2020!* Are you ready for an inspection?

Training is now required by OSHA and EPA for all state and local government employees that are expected to respond to a chemical spill. This class is especially important for employees at the following locations due to the chemicals they routinely handle:

Public Works Employees - ***Fuel products, anti-freeze, parts cleaners, paints and solvents***
Parks and Recreation Employees - ***Pesticide products, fuel products, paints and solvents***
Highway Maintenance Employees - ***Paints and solvents, herbicides, and fuel products***
Water and Wastewater Treatment Employees - ***Chlorine (both gas and liquified), Propane***
Mosquito Control - ***Pesticide products, fuel products*** **Solid Waste/Sanitation Employees** - ***Discarded chemical containers, unknown products***

This class is only offered once per year. More than 100 City and County agencies in Virginia have sent their employees to this class in the past.

This class meets OSHA, EPA, and DOT training standards. This class is also eligible for Continuing Education hours for many licenses, including water and wastewater license holders.

Payment is not required prior to attending, but you must register in advance.

Note: If you have at least 20 persons attending, we can hold the training at your own facility for a substantial discount. Call for details at (863) 232-2910.

The registration fee for the course is $150 per employee, four or more employees are $125 each. Fee includes all textbooks and other course materials. Payment may be made by government purchase order, check, or credit card.

If you have any questions call Sigma Consulting and Training, Inc. at (863) 232-2910 or e-mail: info@sigmatrainingservices.com

Register on-line by going to sigmatrainingservices.com or click the link: sigmatrainingservices.com

Virginia - City and County Employees

Chemical Spill Response Training

You safety is our top priority. Social distancing and all appropriate State and CDC recommendations will be enforced. Including temperature checks and student screening.

It's not a matter of *if* a chemical spill is going to occur, it's just a matter of *when!* Chemical handling is a requirement for many jobs in government service. From the variety of paints, solvents, and pesticides, to the fuel products we use everyday. Think about the products we transport on public highways. Even the gasoline or diesel fuel in your vehicle may become spilled in a traffic accident. *Part of being a good manager is making sure things go right on the job, and being prepared in case they don't.*

This class is also eligible for Continuing Education hours for many licenses, including water and wastewater license holders.

Also satisfies annual refresher requirement for other Hazmat training.

Do you know the rules?

Last year alone, there were over 33,000 spills large enough to require reporting to the federal government. Failure to make the necessary notifications can result in substantial fines. *Fuel products require reporting in some situations if only one drop is spilled*. Do you know what they are?

A school employee was awarded $289 million for exposure to chemicals on the job. Do you know what protective gear is required?

A person was criminally charged by EPA for using their cell phone when pumping used oil. Do you know the rules that apply to you?

EPA issued a $66,000 fine for simply not reporting a chlorine leak. Do you know when you have to notify authorities?

OSHA and EPA strictly regulates who can respond to chemical releases. Without spill response training, your employees will not be allowed to assist you in cleaning up a chemical spill.

The majority of all spills are less than 50 gallons, yet may cost $10,000 or more to clean up when using an environmental contractor. Most cities and counties have all the necessary equipment, but employees ***must*** have the proper training.

Trained employees can respond in a matter of minutes, instead of hours that most environmental contractors require to get to your site.

Sigma Consulting and Training, Inc., is offering chemical spill response training in your area to prepare your employees to respond to an emergency. The training satisfies the OSHA requirements for emergency responders, and includes eight hours of training covering: Spill response procedures, decontamination, personal protective equipment, respiratory protection, chemical storage and handling, and more.

Registration fee for the course is $150 per employee, four or more employees are $125 each. This includes textbooks, DOT emergency response handbook, and handout materials. Laminated wallet card and certificate of training will be provided after the course.

The course instructor is a nationally recognized speaker and has trained employees from more than 300 companies, along with federal, state, and local agencies. These include the U.S. Army and Navy, Kennedy Space Center, and U.S. Dept. of Justice. The instructor also meets "Master Trainer" qualifications with the U.S. Dept. of Homeland Security.

Roanoke Area

August 4th, 2020
Holiday Inn
3315 Ordway Drive
Roanoke

Culpeper Area

August 5th, 2020
Best Western Inn
791 Madison Road
Culpeper

Richmond Area

August 6th, 2020
Hilton Garden Inn
441 International Center Dr
Sandston

Register on-line by going to sigmatrainingservices.com or click on the link: sigmatrainingservices.com

To register: Complete and return fax the attached registration form to (863) 326-6780.
A confirmation will be sent to you upon receipt of your registration.

SIGMA CONSULTING AND TRAINING, INC.

Fax: (863) 326-6780
Phone: (863) 232-2910
e-mail: info@sigmatrainingservices.com
Register on-line at: sigmatrainingservices.com

You safety is our top priority. Social distancing and all appropriate State and CDC recommendations will be enforced. Including temperature checks and student screening.

Fax Registration Form

Course Title: Chemical Spill Response Training

Location:

Directions/Hotel Reservations:

Roanoke Area
Holiday Inn
3315 Ordway Drive
Roanoke VA 24017
(540) 362-4500

Culpeper Area
Best Western Inn
791 Madison Road
Culpeper, VA 22701
(540) 825-1253

Richmond Area Hilton Garden Inn 441 International Center Dr. Sandston, VA 23150 (804) 222-3338

Date of Course: (Please select)

(X) Roanoke Area August 4th, 2020

( ) Culpeper Area August 5th, 2020

( ) Richmond Area Aug. 6, 2020

Fee: $150 per person, 4 or more $125 each. **Class Time:** 8:00 a.m to 5:00 p.m.

Indicate number attending: 1 (Please provide names if known in advance).

Agency & Dept: Russell County Emergency Management.

Names of Attendees: Jess R. Powers.

Business Mailing Address: P. O. Box 911, 94 Russell Street.

City: Lebanon State: VA. Zip Code: 24266.

Telephone: (276) 701-9775 Fax: (276) 889-8248 e-mail: jess_powers.rcem@yahoo.com

Please indicate payment method: X. Check ____. Purchase Order ____. Credit Card

Payment does not have to be received prior to attending the class.

Name (as it appears on the card) _____ **Circle one: Visa MC AMEX**

Credit Card Number: ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ **Exp. Date:** ___ / ___

Credit Card Billing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

(must match the billing address and zip code on your credit card statement)

Security Code*: _____ **Amount:$** _____ **Signature:** _____

Security Code found on front of AX (4 digits over last 4 numbers) and back of MC/VISA (last three digits by signature)

Government purchase orders accepted. Please make checks payable and mail to:

Sigma Consulting and Training, Inc.
P.O. Box 190, Eagle Lake, FL 33839

Sigma Consulting and Training, Inc - Federal Identification Number: 30-0009429

(Please forward a copy of your purchase order when completed)

Cancellations received at least three days prior to the class will receive a 100% refund. No refunds less than three days prior to class. Class size is limited.....You must register in advance to secure your seat in the class!

RUSSELL COUNTY
EMERGENCY MANAGEMENT
656 Clydesway Drive, Suite A ~ P. O. Box 997 ~ Lebanon, VA 24266
T: (276) 889-8247 ~ F: (276) 889-8248

Travel Request - HazMat/Chemical Spill Response Training

{Attendance can be charged to the Local Emergency Management Performance Grant (LEMPG)}

Employee information

Name	Jess Powers	Department	Emergency Management
Employee ID	369	Approval:	Mr. Lonzo Lester
Position	Emergency Management Coordinator		

Pay period

From	8/3/2020
To	8/4/2020

Date	Description	Meals	Per Diem	Hotel	Mileage	Expense	Fuel	TOTAL
8/3/2020	Travel to Roanoke	$26.00			151.00		$18.50	$44.50
8/4/2020	Attend HazMat/Chemical Spill Response Training		$61.00	$117.00	151.00	$150.00	$18.50	$346.50
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
		$26.00	$61.00	$117.00		$150.00	$37.00	
							Russell County Subtotal	$391.00
							RUSSELL COUNTY TOTAL	$391.00

Approved by	Notes
	The HazMat Training is required by OHSA and EPA for all state and local government employees that respond to a chemical spill. This training satisfies the OSHA requirements for emergency responders, and includes eight hours of training covering: Spill response procedures, decontamination, personal protective equipment, respiratory protection, chemical storage and handling. The HazMat Class will be held at the Holiday Inn, Roanoke, VA on August 4, 2020 with agenda, acceptance, and travel documentation attached.

For Office Use Only

EMPLOYEE SIGNATURE: Jess R. Powers 17-Jul-20

MONTHLY BANK BALANCES

June 30, 2020

Regular Account	3,692,236.72
Employee Insurance	3,738,574.19
Employee Claims Account	1,000.00
Non-Judicial Reals Estate Sales	2,388.81
Russell Co. Housing Fund	4,424.36
School Textbook	44,920.42
Sheriff Domestic Violence	1,666.31
Petty Cash Treasurer	217.80
Sheriff Seized Assets	54,558.83
Sheriff Restitution	7,238.37
Sheriff Forfeited Assets	502.80
Comm Attorney Forfeited Assets	31,702.79
Sheriff Federal Forfeited Assets	7,523.75
Comm Attorney Fed Justice Forfeited Assets	153,403.59
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	7,916.15
Sheriff Calendar Fund	857.31
Sheriff Special Projuects	2,000.00
SSI Recipients	0.10
First Sentinel Bank	1,000.00
Bank of Honaker	18,196.74
New Peoples Bank	137,543.06
Certificates of Deposit General	49,575.00
Treasurer's Money Market	2,415,439.25
Certificate of Deposit Library Donations	24,788.80
Total Cash In Bank	10,398,175.15
Cash In Office	1,600.00
Petty Cash	100.00
TOTAL CASH	**10,399,875.15**

ACCOUNT	DATE DEBIT	June 30, 2020 CREDIT
Cash in Office	1,600.00	
Cash in Bank	10,398,175.15	
Petty Cash	100.00	
General Fund		3,087,102.23
Non-Judicial Real Estate Sales		2,388.81
Sheriff In State Trip		30,861.95
Sheriff Dare Fund		100.00
Sheriff Seized Assets		54,558.83
Sheriff Restitution		7,238.37
Sheriff Forfeited Assets		502.80
Comm Attorney Forfeited Assets		31,702.79
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		7,523.75
Sheriff Domestic Violence		1,666.31
Comm Attorney Abanoned Prop		500.00
Comm Attorney Fed Justice		153,403.59
Sheriff Fed Justice Forfeited		7,916.15
Sheriff Calendar Fund		857.31
Sheriff's Special Projects		2,000.00
Social Services		(260,846.08)
Swva Asap		13,972.73
Coal Road Improvement		373,569.04
CSA		(542,661.21)
School Fund		535,143.68
School Food		414,975.95
School Textbook		44,920.42
Regional Adult Education		252,110.65
Petty Cash Treasurer		217.80
COVID 19		2,175,885.56
Litter Fund Trash Pickup		(10,381.50)
Current Credit		(0.79)
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		0.10
Damage Stamp Fund		2,823.98
Valley Heights		65,282.08
Dante Sewer		49,575.00
Employee Health Insurance		3,738,574.19
Employee Insurance Claims		1,000.00
Law Library		56,839.19
Special Welfare		53,287.94
Housing Fund #2		7,700.00
Russell Co Health & Fitness		125,427.32
Cannery		(136,459.26)
WIB		10,051.75
Total	**10,399,875.15**	**10,399,875.15**

June 18, 2020

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on June 18, 2020 at 5:30 P.M. via conference call pursuant to the Russell County Emergency Ordinance of April 6, 2020.

MEMBERS PRESENT:	Ernie McFaddin, Chairman Richard Lockridge, Vice Chairman Carlton Elliott, Secretary Roger Sword, Member Tony Dodi, Member Scott Gilmer, Member Donnie Christian, Member
ABSENT:	Davis Mullins, Member Jarred Glass, Member
STAFF:	Ben Chafin, Attorney

The Chairman called the meeting to order at 5:32 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 May 14, 2020 meeting.

The Roll Call Vote was:
Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, S. Gilmer
Absent: D. Mullins, J. Glass
Nay: None

FINANCIAL REPORT

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 financial reports and pay invoices presented.

The Roll Call Vote was:
Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, S. Gilmer

Absent: D. Mullins, J. Glass
Nay: None

REORGANIZATION & ELECTION OF OFFICERS

The Chairman relinquished the chair to the attorney Mr. Chafin, for the nomination of chairman.

Nomination of Ernie McFaddin for Chairman made by Tony Dodi and second by Donnie Christian with a motion to close nominations and elect by acclamation.

The Roll Call Vote was:
Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, S. Gilmer
Absent: D. Mullins, J. Glass
Nay: None

Mr. Chafin, Attorney, relinquished the chair to Ernie McFaddin, Chairman.

Nomination of Richard Lockridge for Vice-Chairman made by Tony Dodi and second by Scott Gilmer with a motion to close nominations and elect by acclamation.

The Roll Call Vote was:
Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, S. Gilmer
Absent: D. Mullins, J. Glass
Nay: None

Nomination of Carlton Elliott for Secretary/Treasurer made by Donnie Christian and second by Richard Lockridge with a motion to close nomination and elect by acclamation.

The Roll Call Vote was:
Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, S. Gilmer
Absent: D. Mullins, J. Glass
Nay: None

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia appointing Chafin Law Firm as legal counsel for the 2020-2021 physical year.

The Roll Call Vote was:
Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, S. Gilmer
Absent: D. Mullins, J. Glass
Nay: None

Upon motion made by Carlton Elliott, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia appointing Bostic & Tucker CPA's as accountant for the 2020-2021 physical year.

The Roll Call Vote was:
Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, S. Gilmer
Absent: D. Mullins, J. Glass
Nay: None

ATTORNEY'S REPORT

Project reclaim has requested money from the Tobacco Commission for the land acquisition and the commission is asking for another appraisal be performed on the property.

Upon motion made by Donnie Christian, second by Scott Gilmer, and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the chairman to order an appraisal on the Project Reclaim property and to use the bid process if required by the Tobacco Commission and to ask Russell County Reclaim LLC to reimburse the IDA for the appraisal.

The Roll Call Vote was:
Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, S. Gilmer
Absent: D. Mullins, J. Glass
Nay: None

CHAIRMAN'S REPORT

Powers property project has agreed to pay the back taxes due to move the project forward, but no action has been taken at this time.

Health Department project is still in the planning stages and the final drawings have not been completed.

Roof Estimate for the Government Center is $398,800.00 for a 65 mil thick membrane and a 20 year warranty with Baker Roofing.

The VCEDA Small Business Loan Program funds have been exhausted for Covid relief loans.

The lease with SWCC renews November 1, 2020 and has been negotiated up to $4 per foot.

Keith Viers with the Housing Authority has asked for a letter of support for an application to VCEDA for developing property on the east end of town.

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 send a letter of support for the Housing Authority's project to VCEDA.

The Roll Call Vote was:
Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, S. Gilmer
Absent: D. Mullins, J. Glass
Nay: None

ADJOURNMENT

Upon motion made by Tony Dodi, second by Donnie Christian, and duly approved by the Industrial Development Authority of Russell County, Virginia setting the meeting time and place for the 2020-2021 physical year to the second Thursday of each month at Bonanza Restaurant at 5:30 PM.

The Roll Call Vote was:
Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian
Absent: D. Mullins, J. Glass, S. Gilmer
Nay: None

Upon motion made by Richard Lockridge, second by Donnie Christian, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 6:32PM.

The Roll Call Vote was:
Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian
Absent: D. Mullins, J. Glass, S. Gilmer
Nay: None

MINUTES OF THE MONTHLY BOARD OF DIRECTORS' MEETING

MINUTES OF THE MONTHLY MEETING OF DIRECTORS of The Russell County Public Service Authority held at held at 137 Highland Drive Lebanon, VA 24266 on this 21st day of July 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;
   Donnie Christian;
   David Edmonds, Jr.;
   Joe Huff; and
   Rhonda Lester, Secretary.

2. Also present:
   Harvey Hart;
   James Baker, T&L;
   Rita Baker, T&L;
   Katie Patton;
   Lonzo Lester; and
   William Puckett

3. All the directors of The Russell County Public Service Authority being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.

4. Carter McGlothlin acted as Chairperson of the meeting and Rhonda Lester as Secretary of the meeting.

5. Harvey Hart opened the meeting with the Pledge of Allegiance followed by a prayer led by Cuba Porter

6. Approve Agenda -
   Motion to approve the agenda as read made by Cuba Porter, seconded by Donnie Christian, and unanimously adopted.

7. Carter McGlothlin, Chairman welcomed everyone to the meeting and stated that the first order of business would be the annual Board Reorganization. At this time, Chairman McGlothlin turned the meeting over to Harvey Hart, Director, for the nomination and election for Chairman of the Board.

   Harvey Hart opened the floor for nominations for Chairman of the Board.

   Chris Dye nominated Carter McGlothlin for Chairman of the Board and David Edmonds, Jr. nominated Cuba Porter for Chairman of the Board.

A roll call vote was taken on the nomination of Carter McGlothlin as Chairman of the Board:
Carter McGlothlin: Yes
Clifford Hess: Yes
Cuba Porter: No
Chris Dye: Yes
Donnie Christian: Yes
David Edmonds, Jr.: No
Joe Huff: No

Ayes: 4
Nays: 3

A roll call vote was taken on the nomination of Cuba Porter as Chairman of the Board:
Carter McGlothlin: No
Clifford Hess: No
Cuba Porter: Yes
Chris Dye: No
Donnie Christian: No
David Edmonds, Jr.: Yes
Joe Huff: Yes

Ayes: 3
Nays: 4

By a majority vote, Carter McGlothlin was elected as Chairman of the Board.

The meeting was turned over to Chairman McGlothlin. At this time, Chairman McGlothlin opened the floor for nominations for Vice-Chairman of the Board.

Donnie Christian nominated Cuba Porter for Vice-Chairman of the Board. There were no other nominations, so Chairman McGlothlin stated the nominations were closed.

Motion the nominations cease and elect Cuba Porter as Vice-Chairman by acclamation made by Clifford Hess, seconded by Donnie Christian, and unanimously adopted.

Chairman McGlothlin opened the floor for nominations for Treasurer of the Board.

Clifford Hess nominated Donnie Christian for Treasurer of the Board. There were no other nominations, so Chairman McGlothlin stated the nominations were closed.

Motion the nominations cease and elect Donnie Christian as Treasurer by acclamation made by Clifford Hess, seconded by Chris Dye, and unanimously adopted.

Chairman McGlothlin turned the meeting over to Cuba Porter, Vice-Chairman, and nominated Rhonda Lester for Secretary of the Board. There were no other nominations, so Vice-Chairman Porter stated the nominations were closed.

Motion the nominations cease and elect Rhonda Lester as Secretary by acclamation made by Carter McGlothlin, seconded by Chris Dye, and unanimously adopted.

The meeting was turned over to Chairman McGlothlin.

8. Minutes of the last meeting dated June 23, 2020 were reviewed and, upon motion duly made by Donnie Christian, seconded by Joe Huff, were unanimously adopted as read.

9. Public Comments: None

10. 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 Clifford Hess, seconded by Donnie Christian, were unanimously adopted as presented.

11. Rita Baker with Thompson & Litton presented to the meeting the following project updates from June 23, 2020 to date:

    - TOWN OF CLEVELAND

    Located and replaced 1-inch line. Replaced (3) meters and did hookups.

    - DOG TOWN TRASH SITE/COUNTY

    Continued work on site.

    - DANTE CAMPGROUND SITE/COUNTY

    Continued work on road and removed playground equipment.

    - CASTLEWOOD WATER TREATMENT PLANT

    Cleaned Sargent Spring.

    - BELFAST PH II

    Installed 4,270 LF of 6-inch line, (2) 6-inch gate valves, (1) 4-inch gate, and (1) hydrant. Done (1) road crossing. A progress/management team meeting was held on 7/17/20.

    - LAKE BONAVENTURE TO SOUTH CLINCHFIELD PH II (FINCASTLE)

    Plans were submitted on 7/10/20. Working w/ VDH & VDOT on plans.

12. William Puckett with the Russell County Sheriff's Office presented to the meeting a proposal to turn over some surplus radio equipment from the Sheriff's office to the PSA. He stated that the PSA would have to obtain a FCC license in order to operate the equipment.

13. Carter McGlothlin, Chairman presented to the meeting and thereupon the following resolutions were offered.

IT WAS RESOLVED THAT:

- Motion to authorize the Russell County Sheriff's Office to apply for a FCC License on the Russell County Public Service Authority's behalf made by Donnie Christian, seconded by Chris Dye, and unanimously adopted.

- Motion to approve (1) the Resolution Authorizing the Issuance and Sale of a Water and Sewer Revenue Bond of the Russell County Public Service Authority in an Amount not to Exceed $23,173.29 and Providing for the Form, Details, and Payment of the Bond, and Authorizing Related Actions, (2) the Resolution Authorizing the Issuance and Sale of a Water and Sewer Revenue Bonds of the Russell County Public Service Authority in an Amount not to Exceed $12,058,187.38 and Providing for the Form, Details, and Payment of the Bond, and Authorizing Related Actions, and (3) the Resolutions Authorizing the Construction and Financing of Improvements to the Water System of the Russell County Public Service Authority to improve and Extend Service in the Glade Hollow and Glade Hill Areas of Russell County and the Issuance, Sale and Award of a not to Exceed $418,700.00 Water Revenue Bond and Providing for the Form, Details, and Payment of the Bond, made by Donnie Christian, seconded by Clifford Hess, and unanimously adopted.

- Motion to approve Funding Agreements, Master Financing Agreements, Financing Agreements, Assumption Agreements, Financing Assumption Agreements, Master Parity Agreements, and Transfer Agreements as to Form Only in Relation to the Glade Hollow/Glade Hill Project Financing and the Consolidation of Water and Sewer Bonds made by Chris Dye, seconded by Clifford Hess, and unanimously adopted.

- Motion to approve the Award of Contract for Professional Auditing Services to Rodefer Moss & Co, PLLC for the year ending June 30, 2020, upon review of legal counsel made by Cuba Porter, seconded by Clifford Hess, and unanimously adopted.

14. Old Business to Discuss:

    Harvey Hart, Director, presented to the meeting a brief update on the recent flood damage and advised the Board that the estimated $111,000.00 in damages had been approved for reimbursement by FEMA with an estimated 30-day turnover. Mr. Hart advised the Board that he would like to put the Construction for the repairs at Strouth Creek out to bid.

    Motion to authorize a RFP for Construction of the flood damage repairs at Strouth Creek made by Clifford Hess, seconded by Chris Dye, and unanimously adopted.

15. Matters presented by the Board:

    None

16. There being no further business to come before the meeting, a motion to adjourn at 7:17PM was made by Donnie Christian, seconded by Chris Dye, and duly approved by the Board of Directors. The next meeting is scheduled for August 18, 2020 at 6:00 PM.

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

Rhonda Lester

(Signature)

Secretary Name: Rhonda Lester

P.O Box 1208
137 Highland Drive
Lebanon, VA 24266

Office: 276-889-8000
Cell: 276-254-0014
Email: heather.powers@russellcountyva.us

Russell County Tourism

July highlights:

-Began work on Virginia Tourism Corporation's "WanderLove" campaign. VTC has created a new integrated campaign, **WanderLove**, that will leverage Virginia's many road trip adventures to inspire travel throughout the state this summer and fall. These road trips will also highlight outdoor recreation, hidden gems, small towns and Virginia's unique "roadside attraction" – LOVEworks.

-Completed WanderLove grant application for DMO's through Virginia Tourism Corporation.

-Received notification July 14 received WanderLove grant for Russell County in top amount of $10,000. Began necessary paperwork and worked on grant requirements.

-Completed work on new Russell County Tourism Brochure. Preparing for print.

-Made social media posts on Experience Russell County Facebook page regarding openings, event changes and other tourism related content.

-Set up ads for Experience Russell County Facebook that will advertise us on a national level.

-Participated in Virginia Tourism Corporation conference calls.

-Participated in Clinch River Valley Initiative steering committee meeting.

-Participated in Russell County Chamber of Commerce meeting.

-Met by phone with local Virginia Tourism Corporation representative Michelle Workman on local issues.

-Assisted Russell County Tourism Advisory Committee chair as needed.

-Continued to advocate for travel industry relief due to COVID-19 impacts with support letters to local legislatures.

Russell County Planning Commission

June 15, 2020

The Russell County Planning Commission met on Monday, June 15, 2020 in the lobby of the Board of Supervisors' Meeting Room at the Russell County Government Center, 133 Highland Drive Lebanon VA.

Members Present	Members Absent	Others Present
Oris Christian		Kevin Tiller, Esq.
Charlie Edmonds		Crystal White
Dustin Keith		
John Mason		
Chairman Kirby Meadows		
Vice Chair Andy Smith		
Roger Sword		
Wayne Young		
Jack Compton		
Mark Mitchell		

Chairman Kirby Meadows called the meeting to order at 6:30 p. m.

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by Vice Chairman Andy Smith, seconded by John Mason.

Meeting minutes approved. Motion by Oris Christian, seconded by John Mason.

New Business

Kevin Tiller presented a single division survey for Dallas Hubbard dated 1/24/2011. Property is located on Red Oak Ridge Mountain. Motion by Jack Compton, seconded by Oris Christian to approve property as exempt. Motion carried. Kevin Tiller also presented a re-subdivision of property for Robert and Donna Dickenson (Boundary line adjustment). Motion by Jack Compton, seconded by Mark Mitchell to send to Board of Supervisors for approval.

Dustin Keith asked if the 2020-2021 budget had been approved. Dustin Keith stated that the Board of Supervisors had not adopted the planning commission recommendation to waive GIS fees.

Review of Plats

Reviewed 05/19/2020 – 06/15/2020 transactions.

Other Business

Meeting adjourned. Motion by Vice Chairman Andy Smith, seconded by John Mason.

Kirby Meadows

Kirby Meadows, Chairman

Attest:

Mark A. Mitchell

Mark A. Mitchell, Secretary

Russell County Planning Commission

May 19, 2020- June 15, 2020

1. J Roger Garrett 1.58AC to Jerry Hawkins Remaining Acreage 38.29AC Correction plat (plat had error in description) US HWY 19 Frontage

2. Franklin D Smith JR 31.475AC Boundary Survey Egg Farm RD

3. Ideon Inc. Boundary Line Adjustment New Acreage .505AC and 1.086AC Chrysler Drive

4. Harley Dye Boundary Line Adjustment 2.33AC and 13.60AC Ball Hollow RD

5. St Paul Builders & Supply Boundary Line Survey .59AC, 2.15AC, and .80AC

RUSSELL COUNTY CONFERENCE CENTER

July 1, 2020

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

Date	Event	Event Type	Space
07/06/20	Board of Supervisors Board Meeting Lonzo Lester	Community Event	Full Free $0
07/09/20	IDA Board Meeting Ernie McFadden	Community Event	Full Free $0
07/11/20	50th Wedding Anniversary Kathy Ratliff Canceled	Individual Event	Full $25
07/13/20	Town of Lebanon Council Meeting Tony Dodi	Community Event	Full Free $0
07/18/20	Bridal Shower Dawn Burks	Individual Event	Full $240
07/23/20	The CARES Center April Morefield	Individual Event	Full $135
07/25/20	Russell County Republican Banquet Nathan Kiser	Community Event	Full $315

(Total: $1,110)

- . $395

Final Total = $ 715.00

Russell County Health & Fitness

Membership

	2019					2020						
	August	September	October	November	December	January	February	March	April	May	June	July
Members / Class Packages	178	175	169	184	192	228	237	206	148	132	156	177
Pay Per Class	0	0	2	3	3	3	2	5	0	0	4	9
Total Engagement	178	175	171	187	195	231	239	211	148	132	160	186

Sales

Sales Month to Date *	$653.00	$418.00	$398.00	$1,069.00	$752.00	$1,231.50	$1,305.75	$890.75	$ -	$ -	$ 339.00	$1,346.25
Silver Sneakers	$230.00	$232.50	$227.50	$252.50	$215.00	$205.00	$142.00	$261.50	$ -	$ -	$ -	
Renew Acitve							$131.20	$172.80	$ -	$ -	$ -	$86.40
	$883.00	$650.50	$625.50	$1,321.50	$967.00	$1,436.50	$1,578.95	$1,325.05	$ -	$ -	$ 339.00	$1,346.25

Payroll

Instructor / Trainer Payroll	$1,005.00	$960.00	$810.00	$1,035.00	$990.00	$735.00	$1,245.00	$1,110.00	$300.00	$0.00	$240.00	$1,005.00

* Reporting from 6/23/20 to 7/27/20

* SALES NOW REFLECT CASH AND CHECKS COLLECTED BY THE FITNESS CENTER ONLY *

* Reflects closing of fitness center for COVID-19 *

RUSSELL COUNTY BUILDING DEPARTMENT
DILAPIDATED STRUCTURE/HOUSE ORDINANCE

NAME: WARREN & LESHA KISER
ADDRESS: 4478 RED OAK RIDGE RD. CASTLEWOOD, VA 24224

TAX MAP ID. 158 R SB 1831

EVALUATION DATE: 11/21/2017
NOTIFICATION DATE: 04/11/2018
PUBLIC NOTICE: 04/18/18--04/25/18

PROPERTY OWNER RESPONSE 5/1/18

5/1/18: Property owner(s) contacted the RCBO to request an extension of time tobring property into compliance due to work schedule.

6/4/18 Property owner(s) stated they are working oncleanup

7/25/18 Ms. Kiser contacted the RCBO, updated on progress, stated they were experiencing delays to work schedule and weather.

8/27/18 Follow up visit conducted by RCBO, could not see progress on compliance efforts. 2nd notice to be issued to property owner(s).

9/28/18 Ms. Kiser contacted RCBO, reported progress is continuing to be made on site.

12/11/18 Ms. Kiser contacted RCBO, reported progress is continuing to be made on site.

2/19/19 Follow up visit by RCBO, progress appears to have ceased. Building Official is setto appear before the Russell County Board of Supervisors to present findings and discuss further actions to be taken by the county. Follow up correspondence has been sent to the property owner(s), via Certified Mail.

3/22/19 Return receipt of certified letter sent property owner(s), received by RCBO.

4/25/19 No further response from property owner(s).

5/23/2019 No response from property owner(s) to report, RCBO requests direction from RCBOS, on to how to proceed.

6/19/2019: As of the current date, there has been no response from the property owner. A follow up letter is being issued to encourage the property owner to communicate withthe RCBO.

07/22/2019 As of the current date, there has been no response from the property owner. A follow up letter was issued on 6/19/2019, to encourage the property owner to communicate with the RCBO. The RCBO received the return card showing the certified letter had been delivered, with no response from the property owner

RUSSELL COUNTY BUILDING DEPARTMENT
DILAPIDATED STRUCTURE/HOUSE ORDINANCE

09/25/2019: As of the current date, there has been no response from the property owner. A follow up letter was issued on 6/19/2019, to encourage the property owner to communicate with the RCBO. The RCBO received the return card showing the certified letter had been delivered, with no response from the property owner

09/25/2019: RCBO requests direction from RCBOS, on to how to proceed.

10/29/2019: RCBO requests direction from RCBOS, on to how to proceed.

11/18/2019: RCBO requests direction from RCBOS, on to how to proceed.

12/19/2019: RCBO requests direction from RCBOS, on to how to proceed

01/23/2020: RCBO requests direction from RCBOS, on how to proceed.

03/30/2020: RCBO requests direction from RCBOS, on how to proceed.

07/27/2020: Building Official has made contact with the Russell County Litter Officer to arrange a site visit.

Russell County Building Department
137 Highland Dr.
Lebanon, VA 24266
Phone: 276-889-8012
Fax: 276-889-8009
build@russellcountyva.us
Mickey L. Rhea – Building Official

2nd NOTIFICATION

June 19, 2019

Warren & Leasha Kiser
4478 Red Oak Ridge Rd.
Castlewood, VA 24224

RE: Dilapidated House/Structure
Location: 4478 Red Oak Ridge Rd. Castlewood, VA 24224
Tax Map I.d. # 158 R SB 1831

Dear Mr. & Mrs. Kiser,
This letter is in reference to the above listed property that has been determined to be in violation of the Russell County Dilapidated Building/Structure Ordinance. An initial observation on the property was conducted on November 21, 2017. On July 25, 2018,you contacted this office to obtain an extension of time to complete the remainder removal of the structure.

Several observation visits were conducted through-out the final months of 2018 and a final follow-up observation of the property was conducted on February 19, 2019, and per this visit, it is my determination that progress on the removal of the structure and debris, has not been met.

Please be advised that this letter is to inform you that due to the extensive amount of time given and the lack of significant progress, I will be appearing before the Russell County Board of Supervisors to present a report on these findings on July 1, 2019 and to also gain direction from them to initiate further legal action regarding this matter.

If you have any questions, please contact me at my office.

Sincerely,

Mickey L. Rhea
Building Code Official

RUSSELL COUNTY BUILDING DEPARTMENT
DILAPIDATED STRUCTURE/HOUSE ORDINANCE

NAME: MARTIN & REBECCA BELLAMY
ADDRESS: 6594 DANTE RD. DANTE, VA 24237

TAX MAP ID. 159 R IC 2253

EVALUATION DATE: 6/27/2018
NOTIFICATION DATE: 7/5/2018
PUBLIC NOTICE: 08/08/18-08/15/18

PROPERTY OWNER RESPONSE No Response

1/4/2019 RCBO and his office have exhausted all notification efforts in contacting Property Owner

2/13/2019 RCBO requests recommendations from the Russell County Board of Supervisors on how to proceed

03/1519 RCBO requests recommendations from the Russell County Board of Supervisors on how to proceed

4/1/2019 RCBO and his office have exhausted all notification efforts in contacting Property Owner

5/23/2019 RCBO requests direction from RCBOS on how to proceed.

6/19/2019 RCBO has not been able to make contact with property owner and asks the RCBOS to advise on how to proceed from this point forward.

09/25/2019: RCBO has been unable to make contact with property owner and asks the RCBOS to advise on how to proceed from this point forward.

10/29/2019: RCBO has been unable to make contact with property owner and asks the RCBOS to advise on how to proceed from this point forward.

11/18/2019: RCBO requests direction from RCBOS, on to how to proceed.

12/19/2019: RCBO requests direction from RCBOS, on to how to proceed

01/23/2020: RCBO requests direction from RCBOS , on how to proceed.

03/30/2020: RCBO requests direction from RCBOS, on how to proceed.

RUSSELL COUNTY BUILDING DEPARTMENT
DILAPIDATED STRUCTURE/HOUSE ORDINANCE

NAME: TIM & RENDY HALE
ADDRESS: 192 LOWER BEAR WALLOW RD. DANTE, VA 24237

TAX MAP ID. 159 R 2189

EVALUATION DATE: 6/22/2018
NOTIFICATION DATE: 7/5/2018
PUBLIC NOTICE: 08/08/18-08/15/18

PROPERTY OWNER RESPONSE 7/25/2018

7/25/2018 Ms. Hale contacted the RCBO, stated that she was working on cleaning up property Due to work and trying to find assistance in hauling/removing debris, the remainder of the cleanup.

10/26/2018 RCBO granted a 30 day extension to continue to work onsite.

12/3/2018 Ms. Hale contacted the RCBO, requested an additional extension to continue to work on the site. RCBO, Rhea, granted the extension.

2/19/2019 Follow-up visit conducted by RCBO, progress appears to have ceased. RCBO is set to appear before the Russell County Board of Supervisors, to present findings and discuss further actions to be taken by the county. Follow-up correspondence has been sent to property owner, via certified mail.

2/25/2019 Follow-up notification letter was returned to the RCBO , stating owner had movedand no forwarding address was available.

4/25/2019 RCBO requests recommendations from Russell County Board of Supervisors on how to proceed from this point.

5/23/2019 RCBO requests direction from RCBOS on how to proceed.

6/19/2019 RCBO has been unable to make contact with property owner, RCBO asks the RCBOS to advise on how to proceed from this point forward.

09/25/2019: RCBO has been unable to make contact with property owner, RCBO asks the RCBOS to advise on how to proceed from this point forward.

10/29/2019: RCBO has been unable to make contact with property owner, RCBO asks the RCBOS to advise on how to proceed from this point forward.

11/18/2019: RCBO requests direction from RCBOS, on to how to proceed.

12/19/2019: RCBO requests direction from RCBOS, on to how to proceed

01/23/2020: RCBO requests direction from RCBOS, on how to proceed.

RUSSELL COUNTY BUILDING DEPARTMENT
DILAPIDATED STRUCTURE/HOUSE ORDINANCE

03/30/2020: RCBO requests direction from RCBOS, on how to proceed.

Library Board of Trustees Meeting

Members Present			Members Absent
Judy Ashbrook	Yvonne Dye	Ann Monk	
Susan Breeding	Karen Herndon	Sharon Sargent	Sherry Lyttle
Karen Davis		Sharon Van Dyke	

Chair Karen Herndon called the meeting to order 16 June 2020 at 5:02 pm.

Minutes: Judy Ashbrook moved and Sharon Sargent seconded a motion to approve the May minutes as corrected and distributed; motion passed.

Communications:

Financial: Susan Breeding made and Ann Monk seconded a motion to approve the bills; motion passed.

Staff Reports: Kelly McBride Delph reviewed the Programs and Director's Reports.

Unfinished Business:

New Business:

Board reviewed Friends Policy seeing no changes needed.

Review and Summary:

Sharon VanDyke made and Karen Davis seconded a motion to adjourn.

Respectfully submitted, Kelly McBride Delph

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Earl Rife
Mr. Jeff Cooper

DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea
Mr. Tim Lovelace

Agenda

I. ***July 16, 2020 CPRWMA Board of Directors Roll Call for Quorum.***

II. **a) Approval of Minutes of the June 18, 2020 meeting.....1**

Motion:_____Seconded:_____

III. Administrative Business

a) Review CPRWMA Waste Stream Report May 2020..... 6

b) Approval of the Treasurer's Report for the month of June 2020.....12

c) CPRWMA Attorney's Report for June 2020.....Report

d) Litter and Recycling Report.....

IV. Old Business

a) Users Agreement with the Member Counties.....

Motion:_____Seconded:_____

V. New Business

a) Light Bids

Motion:_____Seconded:_____

VI. Correspondence

a) ..... White

VII. Adjournment and Next Meeting.

Chair or Vice Chair conducting the meeting:_____

Motion:_____ Seconded:_____

Minutes submitted by: Tim Lovelace and Saundra Honaker

137 Highland Drive / P. O. Box 388 Lebanon, VA 24266
Phone 276-833-5403 Email tobyedwards@bvu.net
www.cprwma.com

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Earl Rife
Mr. Jeff Cooper

DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea
Mr. Tim Lovelace

Cumberland Plateau Regional Waste Management Authority
Monthly Board Meeting Minutes
June 18, 2020

Members Present:
Damon Rasnick, Chairman
Jeff Cooper
Tim Lovelace
Carl Rhea
Ronald E Peters
Tim Hess (New Board Member for Buchanan County)

Others Present:
Toby Edwards, Director
R.J. Thornbury, Legal Counsel
Saundra Honaker, Finance Officer

CALL TO ORDER: Chairman, Damon Rasnick, called the June 18, 2020, meeting of the Board of Directors to order at 4:02 PM. The meeting was held in Lebanon, VA at the Bonanza Restaurant.

QUORUM: A quorum was established, and it was noted that we are within the 10-person limit and social distancing of 6 feet according to state guidelines because of the coronavirus. Tim Hess was introduced as new Board Member from Buchanan County who was appointed by the Buchanan County Board of Supervisors to replace Earl Rife.

AMENDMENTS TO AGENDA

The following changes were made as follows:

(1) Move the Treasurer Position (vacant) to the second item just before the approval of minutes
(2) Move the Users Agreement with the Member Counties to the Attorney's Report

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266
Phone 276-833-5403 Email tobyedwards@bvu.net
www.cprwma.com

ELECTION OF TREASURER/SECRETARY

Following the recent passing of Earl Rife, the Treasurer position was vacant. According to the by-laws, the same person may serve as Treasurer and Secretary. Motion was made by Ron Peters to nominate Tim Lovelace as Treasurer and Secretary and was seconded by Jeff Cooper. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Hess – Aye
Ron Peters – Aye
Carl Rhea – Aye
Jeff Cooper – Aye
Tim Lovelace – Aye

APPROVAL OF MINUTES: The minutes of the May 21, 2020 monthly Board Meeting of the Board of Directors were presented for consideration. A motion was made by Jeff Cooper to approve the minutes and seconded by Carl Rhea. Motion was ratified, voting as follows

Damon Rasnick – Aye
Tim Hess – Aye
Ron Peters – Aye
Carl Rhea – Aye
Jeff Cooper – Aye
Tim Lovelace – Aye

ADMINISTRATIVE BUSINESS

WASTE STREAM REPORTS – MAY: Toby Edwards reported that tonnage had leveled off and should start seeing a decline in the next few months. Tonnage is up a little from this time last year.

TREASURER'S REPORT: Due to the recent passing of Earl Rife, Toby Edwards presented the CPRWMA Treasurer's Report for the month of May 2020, reporting the total in the bank was $495,260.49 at the end of May. A motion was made by Ron Peters to approve the finance report as presented and seconded by Tim Lovelace. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Hess – Aye
Ron Peters – Aye
Carl Rhea – Aye
Jeff Cooper – Aye
Tim Lovelace – Aye

CPRWMA ATTORNEY'S REPORT FOR MAY 2020:

Rebecca Thornbury reported that she and the member county attorneys are currently reviewing the User's Agreement and have a conference call scheduled next week to discuss the document. The Plan of Operations is an attachment to the Agreement. Ms. Thornbury explained the Plan of Operations is approved and reviewed by the VDEQ every five years. The next review is in 2024.

Ms. Thornbury also reported that the Board could meet electronically during a disaster or state of emergency pursuant to the Code of Virginia. In addition the Governor included an amendment in "Caboose Bill" to expand electronic meeting capability during the declared Covid-19 state of emergency. She suggested the Board have a plan in place to meet all legal requirements in the event it is needed. Comments from the Board indicated there is a system available to use in such an event.

LITTER AND RECYCLING REPORT: Environmental Days are coming up in August.

Russell	August 12
Buchanan	August 13
Dickenson	August 27

Toby will make counties aware of these dates. Toby also asked Jeff & Tim if they could help with getting Buchanan roadside litter pickup started back. They agreed to work on that. We need to remember to get each county's electronic equipment to add to your recycling tonnage.

OLD BUSINESS

Carl Rhea inquired about what had become of the recycling project that David Eaton had been discussing. Toby said that could be looked into again if the Board wanted to do this. It was decided it would be discussed further in future meetings.

NEW BUSINESS

There was no New Business presented.

CORRESPONDENCE – VA DEQ TRANSFER STATION INSPECTIONS: Toby Edwards stated all three counties had no deficiencies for this yearly inspection and have had no deficiencies in the last 16 years. Toby Edwards stated that he would like to brag on the employees at each of the transfer stations and to thank the board members for their work and for the repairs that have made this possible. He recommended that we recognize these employees at the next board meeting and to have a dinner for them at the Keen Mountain Park at 5:30 pm. It was suggested that the Board present a plaque to Barbara Rife to recognize Earl Rife's many years of service. A motion was made by Jeff Cooper and seconded by Tim Lovelace for Toby to work with Keith to coordinate this meeting. Motion was ratified, voting as follows:

Damon Rasnick – Aye	Carl Rhea – Aye
Tim Hess – Aye	Jeff Cooper – Aye
Ron Peters – Aye	Tim Lovelace – Aye

Toby Edwards requested that he be authorized to gather information to replace the lights with LED lights at each transfer station. He would then present the cost for the lights and for the installation at the next meeting. Ron requested that the bidding be made available to all three counties. Motion was made by Ron Peters and seconded by Tim Lovelace for Toby to gather information and present at next meeting for further discussion. Motion was ratified, voting as follows:

Damon Rasnick – Aye	Carl Rhea – Aye
Tim Hess – Aye	Jeff Cooper – Aye
Ron Peters – Aye	Tim Lovelace – Aye

A motion was made by Jeff Cooper and seconded by Carl Rhea to send the agenda, attached reports, minutes, and finance reports to all three county

administrators for distribution to their respective Boards each month. Motion was ratified, voting as follows:

Damon Rasnick – Aye	Carl Rhea – Aye
Tim Hess – Aye	Jeff Cooper – Aye
Ron Peters – Aye	Tim Lovelace – Aye

ADJOURNMENT AND NEXT MEETING: The next meeting will be held on July 30th at 5:30 PM at the Keen Mountain Park. A motion was made by Jeff Cooper and second by Tim Lovelace to adjourn meeting at 6:05 PM.

Cumberland Plateau Regional Waste
Management Authority

Cash Flow Statement

June 2020

Cash Balance - May 31, 2020		274,032.49
Cash Received - Tipping Fees:		
Buchanan (May)	74,072.22	
Dickenson (May)	53,196.58	
Russell (May)	74,622.95	
Dickenson (Jun)	51,996.09	
Interest	131.35	
		254,019.19
Cash Expenditures		
Cash Expenditures - June 2020		(166,293.67)
Cash Balance - June 30, 2020		361,758.01
Fund Balances:		
Capital Equip Replacement Fund		*196,228*
DEQ C/D (New)		25,000.00
Total In Bank		582,986.01

Cumberland Plateau Regional
Check Register
For the Period From Jun 1, 2020 to Jun 30, 2020

Filter Criteria Includes: Report order is by Check Number.

Check #	Date	Payee	Amount	
	6/1/20	Anthem HealthKeepers, Inc	797.19	Toby Health-Dental-Vision
	6/19/20	Caterpillar Financial Services Corp	6,218.75	Loan Payment
	6/3/20	TAG Resources, LLC	204.17	Employee 401k
	6/30/20	TAG Resources, LLC	204.17	Employee 401k
12862	6/5/20	Point Broadband	84.78	Phone DC
12863	6/5/20	Point Broadband	87.58	Phone Office
12864	6/5/20	Fields Restaurants, LLC	148.51	Board Meeting
12865	6/5/20	Verizon	80.39	BC Phone
12866	6/5/20	WV Tire Disposal, Inc.	1,681.88	BC Tire
12867	6/5/20	Verizon	89.72	RC Phone
12868	6/5/20	Unifirst Corporation	254.55	Uniforms
12869	6/5/20	Pest Control Plus, Inc.	40.00	BC Pest
12870	6/5/20	Appalachian Power Company	362.37	BC Electric
12871	6/5/20	WV Tire Disposal, Inc.	1,480.48	RC Tire
12872	6/18/20	Innovative Technology Solutions	300.00	IT Support
12873	6/18/20	Appalachian Power Company	201.03	DC Utility
12874	6/18/20	Card Services Center	66.50	Postage $7.85
				Flowers for Earl $58.65
12875	6/18/20	Appalachian Power Company	277.06	RC Electric
12876	6/18/20	WV Tire Disposal, Inc.	1,419.68	RC Tire
12877	6/18/20	Justice Law Office	1,007.15	Legal
12878	6/18/20	Verizon	80.39	BC Phone
12879	6/18/20	Advanced Disposal Services	140,428.23	BC Disposal/Trans $49,277.32
				DC Disposal/Trans $39,392.02
				RC Disposal/Trans $51,758.89
12880	6/18/20	Honaker Solutions, LLC	750.00	June 20/Accounting
12881	6/18/20	Industrial Development Authority	200.00	July office rent
12882	6/18/20	Buchanan County PSA	53.12	BC Utility
12883	6/18/20	Dickenson Co Public Service Authority	36.00	DC Utility
12884	6/18/20	Central Scale, Inc	600.00	DC Maintenance
12885	6/18/20	Dominion Office Products, Inc.	291.57	Supplies
12886	6/18/20	Postmaster	76.00	Box Rent
12887	6/18/20	Carter Machinery Company, Inc.	287.99	RC Equip Maint
12888	6/18/20	Innovative Technology Solutions	562.50	IT Support
12889	6/18/20	Clintwood Lumber and Supply Co., Inc.	16.55	DC Supplies
12890	6/18/20	Pest Control Plus, Inc.	80.00	DC/RC Pest
12891	6/28/20	Verizon	86.07	RC Phone
12892	6/28/20	Point Broadband	87.58	Office Phone
12893	6/29/20	Point Broadband	84.78	DC Phone
12894	6/29/20	Dominion Office Products, Inc.	155.89	Supplies
12895	6/29/20	Mansfield Oil Company	54.96	Vehicle Fuel
7.15.20	6/30/20	United States Treasury	1,378.56	Federal P/R Taxes
7.27.20	6/30/20	VA Dept of Taxation	274.58	State Withholding Taxes
PR6120	6/1/20	Ronald E. Peters	184.70	Directors Compensation
PR6120	6/1/20	Damon Rasnick	184.70	Directors Compensation
PR6120	6/1/20	Tim Lovelace	184.70	Directors Compensation
PR6120	6/1/20	Carl Rhea	184.70	Directors Compensation
PR6120	6/1/20	Jeffery S. Cooper	184.70	Directors Compensation
PR61520	6/15/20	Toby F. Edwards	2,389.72	Salary/1st Half
PR63020	6/30/20	Toby F. Edwards	2,389.72	Salary/2nd Half
Total			**166,293.67**	

CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
FY 2020 - OPERATING BUDGET & EXPENSE REPORT

		May-20	Jun-20	Expenditures Thru 6/30/2020	FY 2019-20 Budget	
Direct Expenses:						
Transport/Disposal		151,842.55	140,428.23	1,638,991.26	1,482,992.00	
Tire Recycling		953.80	4,582.04	43,616.45	45,000.00	
		152,796.35	145,010.27	1,682,607.71	1,527,992.00	
Overhead Expenses:				-		
Debt Service - Loaders		6,218.75	6,218.75	74,625.00	75,000.00	100%
Other Disposal				-	2,000.00	0%
Utilities:				-		
Buchanan		57.80	415.49	4,647.53	4,000.00	116%
Dickenson		350.11	237.03	5,200.76	4,000.00	130%
Russell		395.76	277.06	5,167.61	4,000.00	129%
Supplies:				-		
Buchanan		-		2,036.75	2,500.00	81%
Dickenson			16.55	2,588.25	2,500.00	104%
Russell				3,111.71	3,000.00	104%
Fuel:				-		
Buchanan				4,878.26	6,000.00	81%
Dickenson				4,578.28	4,000.00	114%
Russell				2,664.74	5,700.00	47%
Telephone:				-		
Buchanan			160.78	974.80	1,200.00	81%
Dickenson			169.56	1,115.30	1,100.00	101%
Russell		311.56	175.79	1,504.86	1,500.00	100%
Station Maintenance/Improvements:				-		
Buchanan		240.00	40.00	29,380.00	31,100.00	94%
Dickenson		50.35	640.00	28,730.35	30,000.00	96%
Russell		40.00	40.00	28,411.33	30,000.00	95%
Loader/Equip Maintenance:				-		
Buchanan				9,774.61	15,500.00	63%
Dickenson				16,601.05	16,000.00	104%
Russell		667.91	287.99	19,188.19	17,300.00	111%
Windshield Repair-Russ				347.05		
Transfer Station Permits and Management:				-		
Station Permits				18,963.00	19,000.00	100%
VACO Insurance				2,036.00	13,642.00	15%
Management & Fringe		7,485.11	7,485.11	91,447.27	98,700.00	93%
Finance Manager		750.00	750.00	9,100.00	9,100.00	100%
Legal		1,307.15	1,007.15	12,959.46	10,000.00	130%
IT Support		575.07	862.50	5,401.64	4,000.00	135%
Office Rental/Internet/Cell/Office Supplies		339.56	939.64	5,210.12	5,960.00	87%
Directors Comp & PR Tax		1,291.80	1,076.50	15,501.60	18,100.00	86%
Professional Fees (Audit)				3,750.00	3,500.00	107%
Meeting Expense			148.51	3,218.08	3,851.00	84%
Travel				1,200.14	1,000.00	120%
Supplies:		83.67	25.48	124.15	200.00	62%
Dues/Licenses		223.00		453.00	410.00	110%
Vehicle Expense		88.94	54.96	1,831.04	2,000.00	92%
Uniform Rentals		203.83	254.55	3,000.12	3,500.00	86%
Advertising				3,279.12	3,279.00	100%
Reserves/Equip/ Emergency Fund				-	1,358.00	0%
Floor Repair/Software Updates Money contributed from CPRWMA Capital Fund				84,010.11	73,922.00	114%
OVERHEAD SUBTOTAL	*	20,680.37	21,283.40	507,011.28	527,922.00	
TOTAL EXPENSES		173,476.72	166,293.67	2,189,618.99	$2,055,914.00	

*Management Breakdown	
Toby Health	8681.44
Toby Salary	71123.83
Toby Taxes	5363.26
401K Cost/Contribution	6078.74
Consult	200
HSA	0
Conference	0.00
	91447.27

Directors Comp & Taxes	
14400	
1101.6	
15501.6	

Office Breakdown	
Phone/Int	1145.91
Rent	2400
Postage	390.95
Office Sup	1214.61
Funeral	58.65
	5210.12

**Money contributed by CPRWMA and added to Appropriated Budget

**Overhead Rate per County

Current Rate
12,611.11

USER AGREEMENT
FOR
SOLID WASTE DISPOSAL

THIS AGREEMENT, made and executed this the _____ day of _____, 2020 by and between the COUNTY OF DICKENSON, Virginia, the COUNTY OF BUCHANAN, Virginia, and the COUNTY OF RUSSELL, Virginia, political subdivisions of the COMMONWEALTH OF VIRGINIA, hereinafter referred to as "Users," and the CUMBERLAND PLATEAU WASTE MANAGEMENT AUTHORITY, a body politic and corporate and a political subdivision of the COMMONWEALTH OF VIRGINIA, an Authority created by the aforesaid Users, 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 as authorized by the Virginia Water and Waste Authorities Act, Va. Code Ann. § 15.2-5100 *et seq.* (hereinafter the "Act").
2. The Authority has all the powers, rights and duties as described in the Act and as 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 Users.
5. The Users, subject to the terms and conditions hereinafter set out, desire to use the Authority's Disposal System for the disposal of 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 made a part hereof, which is intended to be effective upon the date of execution of this Agreement, 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. Disposal System – All those 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 methods other than DSW; and the land, structures, vehicles and equipment for use 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 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. 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 operational procedures, control use of the Disposal System and provide instruction and guidelines to users of the Disposal System.

6. 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.

7. 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 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 (c) all expenses of the Authority relating to the operation and maintenance of the Disposal System, as per the line item budget approved annually by the Authority Board (excluding administrative costs defined below) including any reserves required by Authority. This amount shall be divided by the tonnage projected to be received to derive a cost per ton to be charged for use of the Disposal System. The tipping fee is the same for all three member counties per the components of this paragraph. However, transportation costs for each member county is determined by mileage from the county's transfer station to the landfill. The cost

Deleted: (b) the transportation costs incurred in the transport of DSW from the Authority's Transfer Stations to any such landfill.

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Comment [SM1]:

Comment [te2]: Everyone. The price per ton is based on our current contract and will not exceed the actual cost for disposal or transportation. Should this sentence be deleted?

Comment [te3]: All three have the same tipping fee and transportation is based on mileage from their transfer station to the landfill

per mile will be uniform for each county with only the actual mileage varying. The Authority will invoice each county separately for its transportation costs. The parties agree to annually review the component costs making up the tipping fee to make appropriate annual adjustment to said tipping fee. The annual adjusted tipping fee is subject to the approval of the Board of Supervisors of each of the Users and the Board of the Authority.

added language

8. Administrative Fee—The Authority has administrative costs that include items in the current Authority fiscal line item budget as approved by the Authority Board. These costs include, but are not limited to, IT support, bookkeeping costs, salary and fringe benfits of Authority employees, legal costs, office rental, and VACO insurance. The Authority will present its proposed line item annual budget for the upcoming year to the member County Administrators annually on or before March 15 to be included in each County Board of Supervisor's next monthly meeting agenda for review.

The total monthly administrative costs of the Authority shall be divided equally among the Users and paid through monthly invoices submitted to the Users by the Authority.

ARTICLE III – TERM OF AGREEMENT

1. This Agreement shall become effective and operations hereunder shall commence on or about June 1, 2020. This Agreement shall be binding upon the parties, commencing upon the execution hereof, and extending for a period of one (1) year. Prior to the end of the one year term, any further extension, must be approved by the Board of Supervisors of each of the User and the Authority Board, annually.

ARTICLE IV – DELIVERY CONDITIONS

1. The Users hereby agree 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 each of the Users from the effective date of this Agreement. Each of the Users will also use best efforts to enter into contractual agreements with each locality, generator and commercial hauler of DSW in their respective counties for their use of the Disposal System.

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Comment [14]: RJT I suggest this language to better capture the items included in the administrative costs, as those could change annually and will be itemized in the budget.

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Comment [te5]: Needs to include IT Support, Advertisements, authority vehicle maintenance, VACO Insurance for the three facilities, VACO vehicle insurance, board compensation, Office supplies, Permit Fees, Travel, Meetings, Office Rental, Personnel Uniform Rental and Projects.

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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 each of the Users after the effective date of this Agreement and throughout the remaining term of this Agreement.

3. The Authority shall provide one or more Transfer Stations to each of the Users 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.

4. The Users hereby agree not to build or, to the extent of their legal authority, 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 Users agree to pay to the Authority rates, fees, and other charges as approved by the Authority's Board of Directors in compliance with Va. Code Ann. §15.2-5136 subject to approval of the Board of Supervisors of each User. The Authority agrees to comply with § 15.2-5136 when fixing rates, fees, and other charges. 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. Each of the Users shall have the right to set the fees to be charged to the public at each transfer station in their respective county for the disposal of DSW.

added language

prior language Users agree to pay Authority fees set.

2. The Authority shall invoice each 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 within Thirty (30) days of the date of 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 malfunction 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.

New

4. The Authority shall keep proper books and records in accordance with generally accepted accounting principles which shall be available for inspection by the User at all reasonable times.

New

5. Any proposed amendment of rates, fees or other charges imposed by the Authority on the Users pursuant to this Agreement is subject to approval by the Users after the Authority has provided adequate documentation to demonstrate that an increase or decrease is necessary under § 15.2-5136.

Removed Ps 4 + 5 in original version and Replaced with these.

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

1. Title to all DSW delivered to the Disposal System by each of the Users 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. ★

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 effects, penalties or

removed "The User further agrees to join with the Authority in defense of any adverse claim to ownership of DSW."

damages resulting from, and necessary costs of correction, may be imposed upon the Users by any regulatory bodies with adequate jurisdiction. * changed imposed

from "shall be on User" and removed an indemnity clause whereby User holds Authority harmless and indemnifies. Further, removed ¶s 3+4 that are mirror indemnity

ARTICLE VII – DEFAULT

1. In the event of default, the non-defaulting 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 of the Users, after giving notice of such default to the Authority, may bring appropriate legal proceedings 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 any User, the Authority, after giving notice of such default to all parties, may bring appropriate legal action 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. However, prior to the Authority initiating legal action against a User, the Authority must give the User written notice of the default and provide the User thirty (30) days to cure said default.
4. No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing as provided by law. was "at law, in equity or by statute."

} added a 30 day time to cure but not given to Authority under ¶2 above.

ARTICLE VIII – NO PARTNERSHIP

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

ARTICLE IX – FORCE MAJEURE

1. Failure of any party to perform hereunder, including failure of any User to deliver or cause to be delivered DSW, or 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 – 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 Users nor the Authority shall delegate or assign 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. In the event of a dispute between the Authority and a User, the venue for resolution of that dispute shall lie in the Circuit Court of the User. In the event a dispute between the Authority and two or more Users occurs or a dispute occurs between or among Users, the Circuit

added

Removed Arbitration + is now dispute handled by circuit court of USER County.

Judge of the 29th Judicial Circuit shall determine the venue and appoint a judge to hear the case

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.

6. In the event the Authority has an administrative fee surplus at the end of any fiscal year and at the end of audit of said fiscal year, such surplus amounts shall be divided equally among the three (3) member counties, based on a review and vote of the Authority Board.

Deleted: In the event that the Authority has a surplus at the end of any fiscal year, such surplus funding shall be divided per cost by each individual county

Deleted: The Authority will present its proposed annual budget for the upcoming year to the member County Administrators annually by March to be included in each County Board of Supervisor's next monthly meeting agenda for review.

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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, Damon Rasnick
P.O. Box 386
Lebanon, Virginia 24266
Telephone (276) 883-5403
Fax: (276) 889-8011

ATTEST:

_____(SEAL)
CPRWMA Secretary, Earl Rife

APPROVED AS TO FORM ONLY:

_____ (SEAL)
Phillip Justice, Esq.
Counsel for the CPRWMA

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by Damon Rasnick, Chairman of the CPRWMA Board, Earl Rife, Secretary of the CPRWMA and Phillip Justice, Counsel for CPWRMA this the ____ day of _____ 2020 in _____ County, Va.

_____
NOTARY PUBLIC

My Commission expires: _____.
My Registration # is _____.

Dickenson County Board of Supervisors

By_____(SEAL)
Josh Evans, Chairman
P.O. Box 1098
Clintwood, Virginia 24228
Telephone: (276) 926-1676
Fax: (276) 926-1649

ATTEST

_____(SEAL)
G. David Moore, Jr., County Administrator

APPROVED AS TO FORM:

_____(SEAL)
Bud Phillips, Esq.
County Attorney of Dickenson County, Va.

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit

The foregoing contract was subscribed and acknowledged before me by Josh Evans, Chairman of the Dickenson County Board of Supervisors, G. David Moore, Jr., County Administrator the Dickenson County, Va. and Bud Phillips, County Attorney of Dickenson County, Va., this the ____day of _____2020 in _____ County, Va.

_____
NOTARY PUBLIC

My Commission expires. _____.
My Registration # is _____.

Buchanan County Board of Supervisors

By_____(SEAL)
Craig Stiltner, Chairman
P.O. Drawer 950
Grundy, Va. 24614
Telephone: 276-935-6503
Fax: 276-935-4479

ATTEST:

_____(SEAL)
Robert Craig Horn
County Administrator

APPROVED AS TO FORM:

_____(SEAL)
Lawrence L. Moise III, Esq.,
County Attorney

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by J. Carroll Branham, Chairman of the Buchanan County Board of Supervisors, Robert Craig Horn, County Administrator and Lawrence L. Moise III, County Attorney this the ____day of _____2020 in _____ County, Va.

_____
NOTARY PUBLIC

My Commission expires: _____
My Registration # is _____.

Russell County Board of Supervisors

By_____(SEAL)
Rebecca Dye, Chairman
137 Highland Drive
Lebanon, Va. 24266
Telephone: 276-889-8000
Fax: 276-889-8011

ATTEST

_____(SEAL)

Lonzo Lester
County Administrater

APPROVED AS TO FORM:

_____ (SEAL)

Katie Patton, Esq.,
County Attorney

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by Rebecca Dye, Chairman of the Russell County Board of Supervisors, Lonzo Lester, County Administrator and Katie Patton, Esq County Attorney, this the ___day of _____2020 in _____ County, Va.

_____
NOTARY PUBLIC

My Commission expires _____
My Registration # is _____.

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the following items: salary and fringe benefits of Authority employees; legal costs; and bookkeeping costs. [te1]

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all automatically renew for subsequent period of same length as the initial term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the current term.

CPRWMA

Bids for Lights

Buchanan, Dickenson and Russell Transfer Stations

Lights would be to replace the existing Fluorescent bulbs with LED Lights. All bidders quoted on a LED light equivalent to a 600 watt bulb.

Wholesale Supply-Abingdon

$125 x 55 lights = $6,875

Lighthouse Supply-Bristol

$129 x 55 = $7,095

Ferguson Lighting-Johnson City, TN

$119 x 55 = $6,545+$621.78 tax = $7,166.76

Only one bid for installation was received.

Alderson Construction, Inc.

Installation of 55 lights

Total install $2,900.

tobyedwards@bvu.net Wholesale Supply

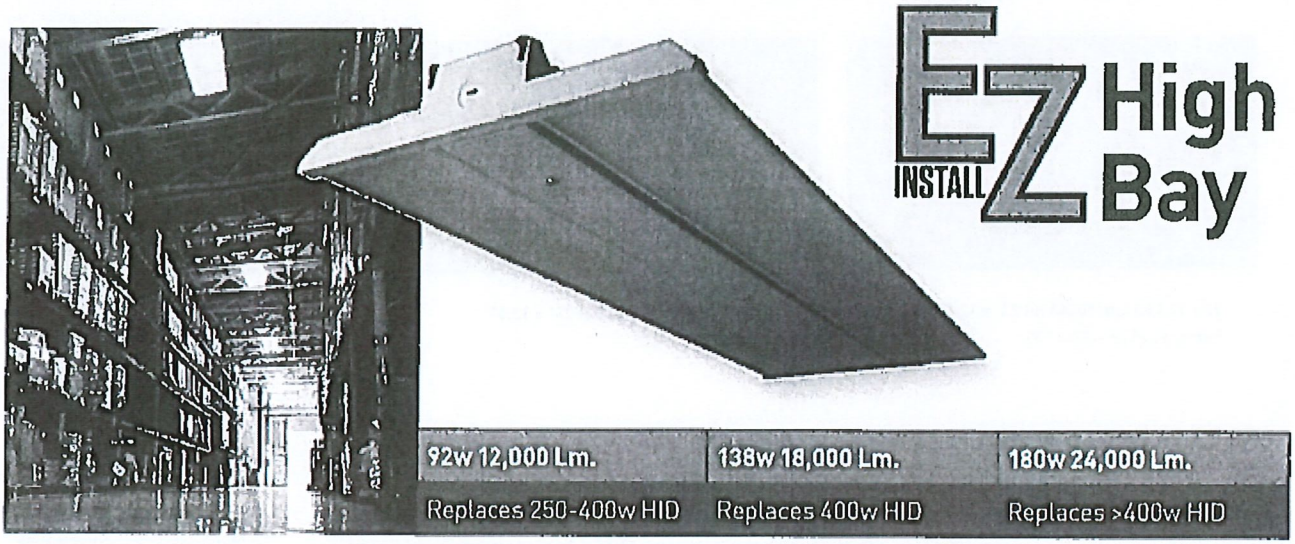
From: Austin Patrick - Abigdon VA <austin.patrick@wsginc.com>
Sent: Thursday, June 25, 2020 2:44 PM
To: tobyedwards@bvu.net
Subject: LED High Bay Quote
Attachments: EZ_Install_Linear_High_Bay_Sell_Sheet (1).pdf

Hi Toby. Attached is the light fixture we recommend for your application. It is linear rather than round like the others you mentioned. They also allow for more mounting options than a round fixture such as flush-mounting which may come in handy since you are replacing T8 fixtures. Your price is $125 each before tax. Give me a call if you need anything. Thanks!

Austin Patrick

Linear High Bay

EZ Install Linear High Bay 92w, 138w, & 180w



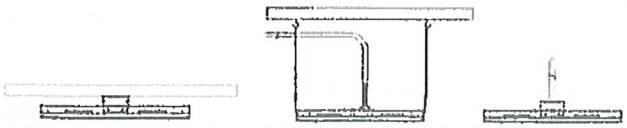
ETi ADVANTAGE

- ✓ Complete linear LED High Bay solution replacing 250w-1000w HID
- ✓ EZ Install by suspension, pendant or surface mount – Brackets included!
- ✓ Pendant/Flush mount Bracket enables wiring without physically supporting fixture!
- ✓ Tandem brackets available for longer linear configurations
- ✓ DLC Premium 130 LPW
- ✓ EZ to install lightweight design allows for "2 handed" electrical connections
- ✓ 0-10V Dimmable (ETi Order # xxxxxxxx) BBU Ready (ETi #70112201)
- ✓ Shatter resistant PC lens built with low glare diffuser to reduce risk of forklift injuries

MOUNTING OPTIONS

3-Way EZ Installation!

*Down rod not included



Surface Mount | Suspension | Pendant*

Included Mounting Hardware:

Tandem bracket also available*

*Tandem Bracket not included

Features & Specifications

- Wide 100° beam angle
- 120-277V
- >80CRI
- 0-10V Dimmable
- Temp rating -40°F - 113 °F
- L70 >50,000
- 5 Year limited warranty

ETi SOLID STATE® LIGHTING INC.

North American Headquarters
720 Northgate Parkway
Wheeling, IL 60090

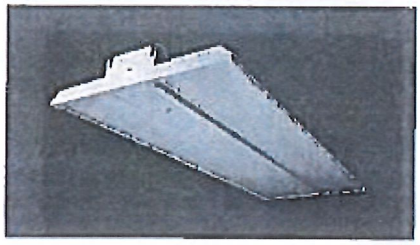
Customer Service
1-855-384-7754
etiorders@ETiSSL.com

Visit Us Online
www.ETiSSL.com

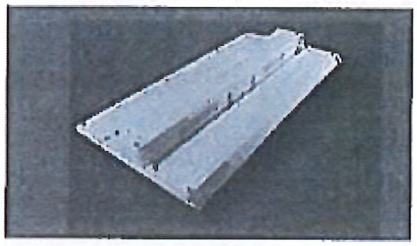
Linear High Bay

Project:

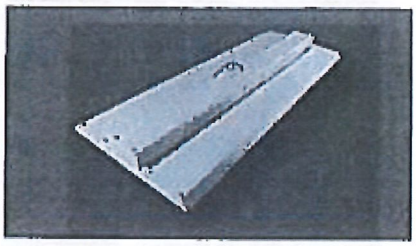
Part Number:



92w 12,000 Lm. 50240161 24" x 12.6"
Replaces 250w-400w HID



138w 18,000 Lm. 50240261 24" x 12.6"
Replaces 400w HID



180w 24,000 Lm. 50241161 33" x 12.6"
Replaces >400w HID

PART NUMBER GUIDE

CATEGORY		SIZE		LUMENS		CRI		CCT		VOLTAGE		DIMMING
HBL	-		-		-	8	-	50K	-	MV	-	LVD

PRODUCT/SKU DETAILS

GENERAL SPECIFICATIONS:

Voltage	120-277VAC	**Frequency**	50/60 Hz	**CRI**	80
Power Factor	>.90	**THD**	< 20%	**Rating**	ETL Damp
Temperature	-4°F to +113°F	**Rated Life**	50,000 hrs.	**Warranty**	5 Year Limited

ORDERING GUIDE

Part #	Model #	Description	Replaces	LED Watts	Lumens	LPW	CCT	CRI	Input Voltage	Product Dim.	Product Weight	Case Pack
HBL-2FT-12000LM-80-50K-MV-LVD	50240161	2' Value Series Linear High Bay, 92w, 5000K, DLC	250-400w HID	92	12000	130	5000K	80	120-277V	24 x 12.6 x 2.1 in	7.0 lbs.	1
HBL-2FT-18000LM-8-50K-MV-LVD	50240261	2' Value Series Linear High Bay, 138w, 5000K, DLC	400w HID	138	18000	130	5000K	80	120-277V	24 x 12.6 x 2.1 in.	7.3 lbs.	1
HBL-2.75FT-24000LM-8-50K-MV-LVD	50241161	2.5' Value Series Linear High Bay, 185w, 5000K, DLC	400w HID	185	24000	130	5000K	80	120-277V	33 x 12.6 x 2.1 in	9.5 lbs.	1

PACKAGING SPECIFICATIONS

Part #	Model #	UPC	UCC	Inner Carton Dimensions	Inner Carton Weight	Shipper/Master Carton Dimensions	Shipper/Master Carton Weight	Shipper Carton Pack
HBL-2FT-12000LM-8-50K-MV-LVD	50240161	849489063133	50849489063138	26.8 x 15.4 x 4.1 in.	8.5 lbs	26.8 x 15.4 x 4.1 in.	8.5 lbs.	1
HBL-2FT-18000LM-8-50K-MV-LVD	50240261	849489063140	50849489063145	26.8 x 15.4 x 4.1 in.	8.8 lbs	26.8 x 15.4 x 4.1 in	8.8 lbs.	1
HBL-2.75FT-24000LM-8-50K-MV-LVD	50241161	849489063157	50849489063152	35.8 x 15.4 x 4.1 in.	11.6 lbs.	35.8 x 15.4 x 4.1 in.	11.6 lbs.	1

ETI SOLID STATE LIGHTING INC.

North American Headquarters
720 Northgate Parkway
Wheeling, IL 60090

Customer Service
1-855-384-7754
etiorders@ETISSL.com

Visit Us Online
www.ETISSL.com

LSC Lighthouse Supply Co.

PO BOX 1161
BRISTOL, VA 24203
276-642-0086

QUOTE

DATE	ESTIMATE NO.
6/23/2020	06192567

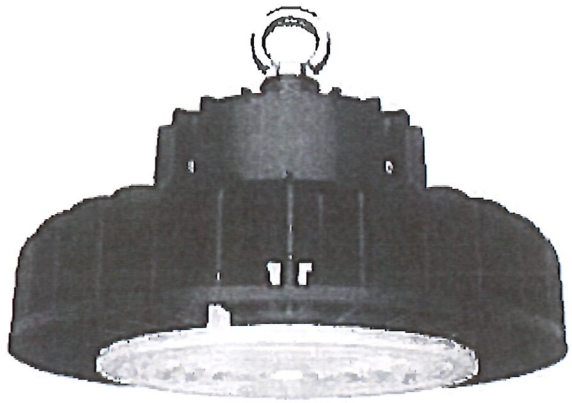
NAME / ADDRESS
CUMBERLAND PLATEAU WASTE AUTH P.O. BOX 386 LEBANON, VA.24266

Ship To
CUMBERLAND PLATEAU WASTE AUTH 135 HIGHLAND DRIVE SUITE C LEBANON, VA.24266

ITEM	DESCRIPTION	QTY	EACH PRICE	TOTAL
65-186	NUVO LIGHTING 200 WATT 5000K BLACK LED ROUND HI-BAY NUVO 65-186	55	129.00	7,095.00T
	VIRGINIA EXEMPT		0.00	0.00
			TOTAL	$7,095.00

Web Site
www.lighthousesupply.com

SATCO | NUVO



NUVO 65-186

LED UFO HIGHBAY - 200W/5000K

Notes

General

Status	Active
Fixture Type	Hi-Bay
Finish	Black
Wattage	200
Lumen Output	26000
CCT (Kelvin)	5000
IP Rating	IP65

Specifications

Technology	LED
Color Temperature	Natural Light
CRI	70
Voltage	100V-277V
Beam Angle	120
Rated Hours	50000
Operating Temperature	-30C (-22F) to a maximum of +50C (+122F)
Dimmable	0-10V Dimming Only
Surge Protection	Built-in surge protection - 4KV
Weight (lb.)	6.61
Material	Cast Aluminum

Dimensions

Height (in.)	7.63
Width (in.)	9.44

Compliance

Safety Listing	cETLus
Location Rating	Wet
UL Application	Ceiling
Energy Star	No
DLC Approved	Yes
DLC ID	PRHO5RN7
CEC Status	Lawful for sale in California
CA Prop 65	Lead
RoHS Compliant	Yes

Additional Information

Warranty	5 Year Limited

For More Information Visit:
https://www.satco.com/

FERGUSON | WOLSELEY INDUSTRIAL GROUP

FERGUSON ENTERPRISES LLC #56
1000 QUALITY CIRCLE
JOHNSON CITY, TN 37615-0000

Phone: 423-282-4955
Fax: 423-282-8004

Deliver To:
From: Kristina Jennings
Comments:

12 36 00 JUN 22 2020

FERGUSON ENTERPRISES LLC #20
Price Quotation
Phone 423-282-4955
Fax: 423-282-8004

Bid No: B760077
Bid Date: 06/22/20
Quoted By: KXJ

Cust Phone: 276-883-5403
Terms: CASH ON DEMAND

Customer: CUMBERLAND PLATEAU WASTE
135 HIGHLAND DR
SUITE C
LEBANON, VA 24266

Ship To: CUMBERLAND PLATEAU WASTE
135 HIGHLAND DR
SUITE C
LEBANON, VA 24266

Cust PO#: LED UFO HIGHBAYS

Job Name:

Item	Description	Quantity	Net Price	UM	Total
SP-S65-186	LED UFO HIGHBAY	55	119.000	EA	6545.00

Net Total:	$6545.00
Tax:	$621.78
Freight:	$0.00
Total:	$7166.78

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=56&on=443393

PROPOSAL

ALDERSON CONSTRUCTION

State Lic No. 2705-016280
P.O. Box 824
Lebanon, Virginia 24266
(540) 794-9610

PROPOSAL SUBMITTED TO: Cumberlan Plateau Waste Management	PHONE	DATE: June 26 2020
STREET	JOB NAME	
CITY, STATE AND ZIP CODE: Lebanon VA. 24266	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

Install 56 new lights in Russell, Dickenson and Buchanan County transfer stations.

WE PROPOSE hereby to furnish [redacted] and labor - complete in accordance with above specifications, for the sum of:

Two thousand Nine hundred & 00/100 dollars ($ 2,900.00/100)

Payment to be made as follows: In full on Completion of Job

Cash Upon Completion Unless Otherwise Stated. If terms, on any unpaid balance going beyond 30 days there will be a 1 1/2% service charge added to the bill and if placed in the hands of an attorney for collection, reasonable attorney's fees will be taxed against the purchaser of said materials.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. [redacted].

Authorized Signature _____ Note This Proposal may be withdrawn by us if not accepted within 90 days

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

Signature _____

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMISSION MET AT THE BONANZA RESTAURANT IN LEBANON VIRGINIA ON JULY 15TH 2020

MEMBERS & GUEST PRESENT

EUGENE FERGUSON TONYMAXFIELD Linda Cross Mike O'Quinn
Henry Stinson GARY DOTSON Barbara Cox Carl Rhea TIM LOVELACE

GUARD RAILS

1-GUARD RAISL REPLACED AS DAMAGED
2-RT 58E JUST BEYOND QUARRY ROAD A SECTION OF GURAD RAIL DAMAGED FROM A FALLEN TREE

SHOULDER REPAIR AND POT HOLE

1-Rt. 58E between mile marker 68 & 70 several ruff places in pavement
2-RT 662 ONE FOURTH MILE NEAR SPRING CITY NEEDS RIP RAP
3- RT. 19s between RT 614 & 58 a bad pot hole SOUTH BOUND SIDE
4-Rt 613/58 just off Rt. 58 at parking lot ASPHALT has broken off causing vehicle problems. Gravel has been pulled up against pavement
5-Rt 679 Tumbez pipe needs to be cleaned out instead a box culvert will be installed once the permit is approved
6-Rt 19S/949 needs signs warning of an intersection or/and watch vehicle turn
7-Rt 645 ruff spot in asphalt needs new patch this spring
8-Rt 645 asphalt coming off in curve needs new patch ¼ mile on RT. 620
9-Rt 67S pavement broke up in the middle of the road just before RT 622 in a steep curve
10-Rt 620 one mile up out of Finney pavement broken off needs pipe and filled
11-Laurel Branch off Drill Road highway broken off been repaired but is sinking
12-All, back roads need grass cut for VISIBILITY RT 846 MARVIN HESS RD BRUSH COMING OUT INTO ROADWAY
13-Rt 67/635 Horton ridge past L&M auto parts pipe stopped up causing water in road
14- Rt. 615 Dinsmore Hill large ruff spot pavement coming up
15-Rt. 666 Calvary Baptist Church about ½ mile rough spots both lanes
16-Rt, 615 near 870 intersection tree hanging over the wall
17-Rt 616, Chaney, Cr. road breaking off in a sharp curve
18-Rt615 big pot hole near moss three
19-Rt 615 cracker neck area back valley dips IN THE ROAD
20-Rt-67 Miller Cr hill shoulder breaking off half across the road

21RT. 19 NEAR DOLLAR GENERAL STORE A SMALL TREE BLOCKING VISIBILITY FOR HIGHWAY ENTERANCE

22-Rt.628.two large pot holes near the top of the hill

23- RT 682 DEAD TREES HANGING OVER THE ROAD HALF MILE FROM RT 609 AND BRUSH FROM FALLEN TREES LAYING ALONG THE ROADWAY NEED TO BE REMOVED

24-Rt.601Skeens Fork Sandy Ridge road washout causing road to break off

25-Rt. 604 Molls Cr. Several large pot holes between the 35 mile speed limit signs which begin near the church and proceed up the creek

26-Rt. 645 New Garden Road water undercutting road one mile East of Nash Ford Bridge

27-Rt 19N ramp onto Rt.80 at Elk Garden School is ruff and tilted

28- Rt.661 Artrip Bridge washout near the entrance to the bridge

29-Rt 665 past the ball park road falling in just pass 600 intersection

30- Artrip swinging bridge has a tree caught on it from flooding water

SCHOOL BUS SAFETY AND OTHER CONCERNS

1- Rt.19 N / RT 80 INTERSECTION LINES NOT VISIBLE FOR TRAFFIC LANES

2-Rt 71N request speed limit signs need to be moved back near Fincastle Subdivision to slow down oncoming traffic

3-Rt 80 Blackford Bridge ruff possibility dropping down

4—Rt. 816 & 819 road narrow need delineator's installed

ITEMS REPORTED CORRECTED

1-Laurel.Br.Bridge.needs.to.be.resurfaced.

2-Campbell.Hollow.down.from.Finney.Rd.several.pot.holes

3-Rt.622.Miller.Cr.just.before.apple.blossom.needs.a.delineator.installed

FUTURE MAJOR SAFETY PROJECT

1-RT 627 DANTE SAWMILL HOLLOW CURVE NEEDS WIDENED AT THE UPPER END NEAR THE BALLFIELD and also the one lane road near the R.R tracks TO HANDLE ANTICIPATED HEAVY TRAFFIC TO A CAMP SITE

2-

3- RT 58 CASTLEWOOD NEAR THE FAIRGROUND EXIT MEDIAN NEEDS TO BE LOWERED FOR BETTER VISIBILITY

4-58W CASTLEWOOD AT THE TRAFFIC LIGHTS ROAD HOOVES UP THAT COULD CAUSE A POTENTIAL HAZARD CONDITION. PAVING SCHEDULED IN 2021 WILL BE FIXED THEN

5-Rt. 71s / 604 Molls Creek INTERSECTION needs bank scaled back for visibility instead a stop bar will be installed and brush to be keep trimmed

6-Rt. 80 from the doubles to Rt. 19 needs a passing lane installed

COMMISIOM MEMBER INFROMATION

Barbara COX	971 1502	JOHNNY JESSEE	889 1563
LINDA CROSS	794 7618	TIM LOVELACE	971 0367
GARY DOTSON	7 62 9803	TONY MAXFIELD	254 2492
EUGENE FERGUSON	971 1738	MIKE O'QUINN	701 7086
CARL RHEA	2543810	HENRY STINSON	873 4905
EMORY ALTIZER	880 1058		

NEXT MEETING WILLS BE AUGUST 11TH 2020 WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICAPTION

SAFETY IS A COMMITMENT!!!!!!!!!!!!PREPARED BY GARY DOTSON