

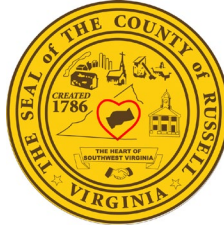
RUSSELL COUNTY
BOARD OF SUPERVISOR'S MEETING
AGENDA – AUGUST 2, 2021

BOS Board Room

Regular Meeting

5:00 PM

Russell County Governmental Center
Lebanon, Virginia 24266



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

PUBLIC HEARINGS

1. Cleveland School Property Transfer to the RC IDA
2. Givens School Lease – Southwest Virginia Star Project
3. Public Hearing concerning VDOT Rte. 637 Discontinued Bridge - Prescriptive Easement Right-of-Way – 30 ft. width & 0.02-mile length

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 12, 2021

- 2. Approval of Expenditures. Consider approval of expenditures presented for payment.....A-2
- 3. Committee Appointments for Board Consideration (Tabled).

County Advisory Committee

(1) Appointment Per Board Member

RC Planning Commission

Charles Edmonds	Four-Year Term	April 3, 2021
Roger Sword	Four-Year Term	December 31, 2020

Cumberland Plateau Economic Development Commission

Frank Horton	One-Year Term	June 30, 2021
Tony Lambert	One-Year Term	June 30, 2021
Ron Blankenship	One-Year Term	June 30, 2021
James Eaton, Jr.	One-Year Term	June 30, 2021

Dante Community Center

Jason Gullett	Two-Year Term	June 30, 2021
---------------	---------------	---------------

Russell County Library Board

Karen Herndon	Four-Year Term	June 30, 2021
Ann Monk	Four-Year Term	June 30, 2021
Judy Ashbrook	Four-Year Term	July 10, 2021

RC Highway & Safety Committee

Gary Dotson	Two-Year Term	July 1, 2021
Johnny Jessee	Two-Year Term	July 1, 2021
Steve Dye	Two-Year Term	July 1, 2021
Eugene Ferguson	Two-Year Term	July 1, 2021
Tony Maxfield	Two-Year Term	July 1, 2021
Mike O'Quinn	Two-Year Term	July 1, 2021
Barbara K. Cox	Two-Year Term	July 1, 2021
Henry E. Stinson, Jr.	Two-Year Term	July 1, 2021
Carl Rhea	Two-Year Term	July 1, 2021
Emory Altizer	Two-Year Term	July 1, 2021

Community Policy Management Team

Angela Farmer Three-Year Term August 3, 2021

Dante Community Center

Catherine Pratt Two-Year Term August 5, 2021

Southwest Community College Advisory Board

Lynn Keene Four-Year Term August 7, 2021

Gregory Brown Four-Year Term August 7, 2021

CITIZEN'S COMMENT PERIOD (Limited to 3 minutes)

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS.....B-1

1. Russell County Courthouse Comprehensive Agreement
2. Project Jonah Building Construction & Environmental Inspection Service Request for Qualifications (RFQ)
3. Cleveland School Property
4. Givens School Lease
5. General Registrar Official Elect Advisory

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

1. VA Department of Agriculture Animal Shelter Inspection Report.....C-1
2. VDOT August 2021 BOS Update Report.....C-2
3. American Rescue Plan – Economic Development Program/Grants.....C-3

REQUESTS

4. Voter Redistricting Steering Committee.....C-4
5. VA Brownfields Assistance Fund - \$50,000.....C-5

- 6. Virginia Department of Fire Programs Grant - \$90,786.....C-6
- 7. Deputy Emergency Management Coordinator Position – (Part-Time).....C-7
- 8. Spinal Muscular Atrophy Awareness Day ProclamationC-8

MATTERS PRESENTED BY THE BOARD

ADJOURNMENT

COUNTY AGENCY / BOARD REPORTS:

- Treasurer’s Report.....D
- RC IDAE
- RC PSAF
- Castlewood W&SG
- RC Tourism.....H
- RC Planning CommissionI
- RC Conference Center.....J
- RC Fitness Center.....K
- RC Transportation & Safety.....L
- RC Cannery Reports.....M
- RC Building Inspector.....N
- RC Disposal.....O
- RC Litter.....P

CLOSED SESSION

Motion made by _____, second by _____ and duly approved by the Board of Supervisors enter into closed session to discuss Legal Matters pursuant to Section 2.2-3711(A)(1)(7)(8) – Legal Discussions concerning Personnel and Contractual Matters.

The vote was:

Aye: _____

Nay: _____

CERTIFICATION OF CLOSED SESSION

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

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

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

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

Tim Lovelace -

Lou Ann Wallace -

Carl Rhea -

Steve Breeding -

David Eaton -

Rebecca Dye -

Oris Christian -

APPROVAL TO RETURN TO REGULAR SESSION

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

The vote was:

Aye: _____

Nay: _____



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenters - Chairperson

Meeting: 8/2/21 6:00 PM

Public Hearing

- 1. Cleveland School Property Transfer to the RC IDA**
- 2. Givens School Lease – Southwest Virginia Star Project**
- 3. Public Hearing concerning VDOT Rte. 637 Discontinued Bridge - Prescriptive Easement Right-of-Way – 30 ft. width & 0.02-mile length**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- Various

THE LOCATION OF OVERHEAD AND/OR UNDERGROUND UTILITIES OR FACILITIES THAT ARE SHOWN ON THIS PLAT ARE BASED ON OBSERVABLE ABOVE GROUND STRUCTURES; NO EXCAVATIONS WERE PERFORMED TO FIELD LOCATE BURIED UTILITIES/FACILITIES, PRIOR TO ANY SITE CONSTRUCTION OR SITE EXCAVATIONS, CONTACT THE APPROPRIATE STATE UTILITY NOTIFICATION SERVICE/AGENCY FOR VERIFICATION OF UTILITY TYPE AND VERIFICATION OF ALL FIELD LOCATIONS OF ANY AND ALL UTILITY LINES.

THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.

DEBRA SUE MURRAY
DEED BOOK 599, PAGE 445
(115R-887)

JAMES M. JR. & CONSTANCE CHAFFIN
DEED BOOK 697, PAGE 594
(115R-1A-868A)
(PT. TR.2)

MERIDIAN BASIS:
PLAT BEARING
D.B. 509, PG.989
(SEE NOTE 2)

PLANNING COMMISSION	
SIGNATURE	DATE
SIGNATURE	DATE

GENERAL NOTES:

- NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR AT THE TIME OF THIS SURVEY; THEREFORE, THIS SURVEY IS SUBJECT TO ANY FINDINGS THAT AN ACCURATE TITLE SEARCH MAY REVEAL.
- BEARINGS SHOWN ARE REFERENCED FROM PLAT RECORDED IN DEED BOOK 509 PAGE 986, (PREVIOUS B.E.L.S. PLAT PROJECT NO. 1879-P56, DATED 11-29-18). FIGURES IN PARENTHESIS DENOTE DEED/PLAT BEARINGS & DISTANCES.
- EXISTING FENCES & SEVERAL CONC. VDOT R/W MONUMENTS FOUND AND UTILIZED FOR PROPERTY ORIENTATION, AS NOTED. SEE PREVIOUS B.E.L.S. PLAT PROJECT NO. 1879-P56, DATED 11-29-18.
- PLEASE REFER TO D.B. 813, PG. 327 FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY.
- STATE ROUTE 82, VARIABLE WIDTH RIGHT OF WAY TAKEN FROM VDOT PLANS, PROJECT NO. 4883-04 (SHT. 6).
- A 40' INGRESS/EGRESS RIGHT OF WAY TO BE CONVEYED FOR ACCESS FROM THE NEW 2.614 ACRE PARCEL, ALONG THE EXISTING DRIVE AS SHOWN, TO STATE ROUTE 82. ALSO CONVEYED AN ADDITIONAL 5' EASEMENT FOR PARKING, AS SHOWN.
- PROPERTY OWNER INFORMATION:
RUSSELL COUNTY VIRGINIA

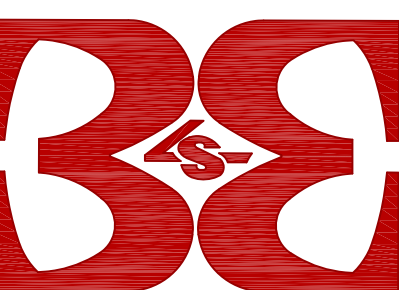
DEED OF RECORD:
D.B. 813, PG. 327
TAX I.D. # 116R-803A (PORTION OF)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 59°00'46" E	103.770'
L2	N 79°39'43" E	2.454'
L3	S 30°20'17" E	67.177'
L4	S 20°54'44" E	98.800'
L5	S 33°10'34" E	38.585'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	60.000'	96.522'	86.446'	N 12°55'36" E
C2	250.000'	90.100'	89.613'	N 69°20'14" E
C3	80.000'	97.738'	91.772'	S 65°20'17" E
C4	65.000'	61.893'	59.581'	S 48°11'27" E



BAILEY ENGINEERING & LAND SURVEYING, INC., P.C.

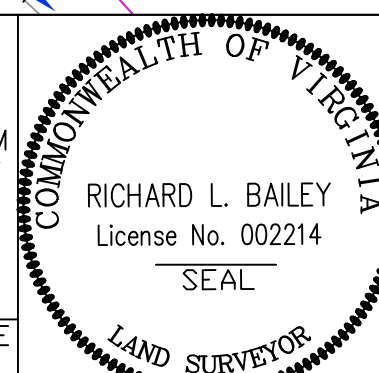
EXCELLENCE IN ENGINEERING & SURVEYING
P.O. BOX 155
ROSEDALE, VIRGINIA 24280
TELEPHONE: (276) 880-9027 FAX: (276) 880-1278

PARCEL LOCATED NEAR THE TOWN OF CLEVELAND IN THE CASTLEWOOD MAGISTERIAL DISTRICT OF RUSSELL COUNTY, VIRGINIA



I HEREBY CERTIFY THAT THE SURVEY REFERENCED HEREON IS BASED ON A CURRENT FIELD SURVEY AND MEETS THE MINIMUM REQUIREMENTS OF THE CURRENT STANDARDS OF A BOUNDARY SURVEY.

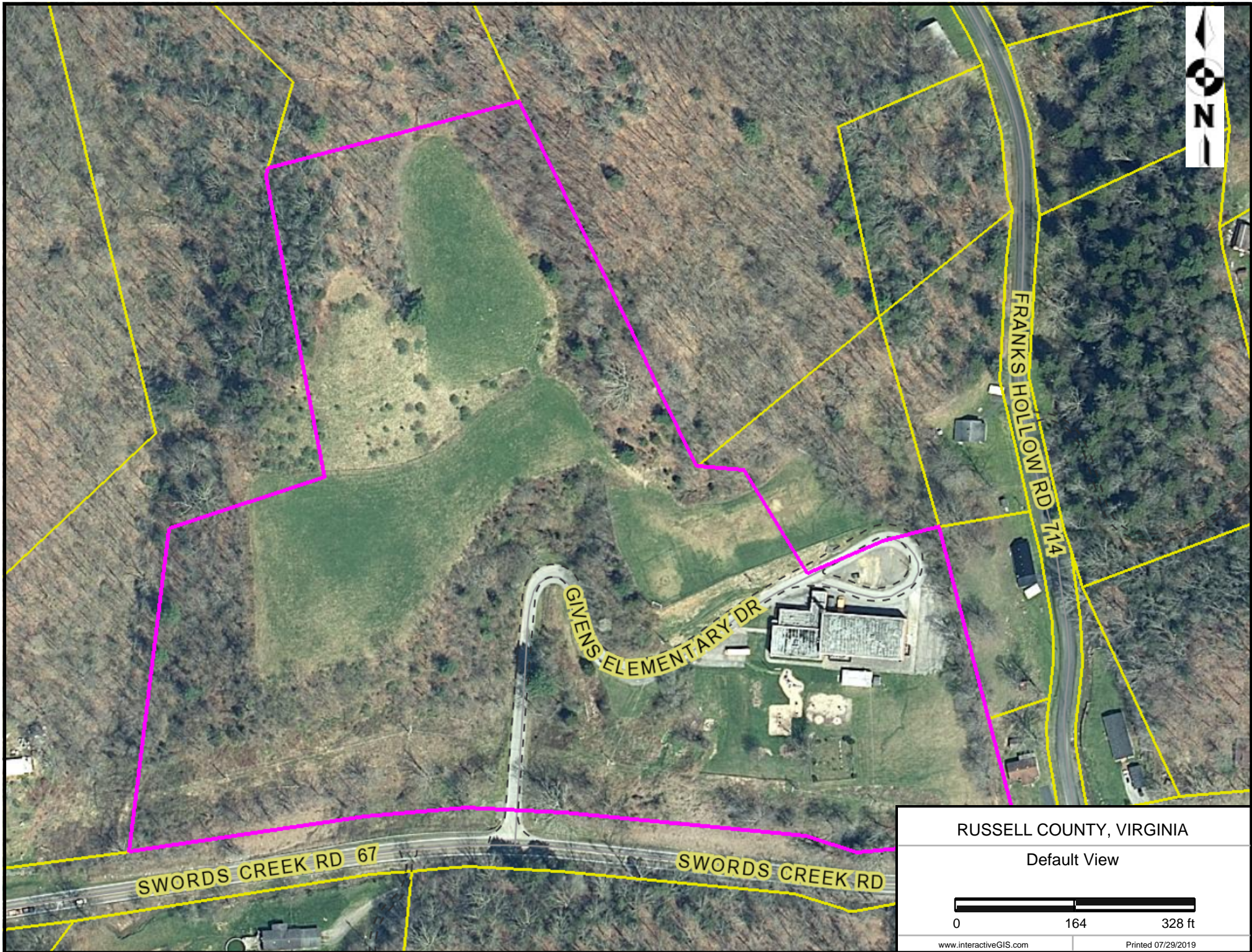
SURVEYOR'S SIGNATURE DATE



DRAWN BY: ACC
CHECKED BY: RLB
DATE: 01-31-19
SCALE: 1"=100'
SHEET NUMBER: 1 OF 1

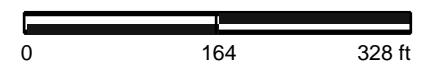
PROJECT NUMBER: BELS1905-P4

PLAT OF SURVEY OF A NEW PARCEL, CONTAINING 2.614± ACRE, BEING A PORTION OF THE RUSSELL COUNTY PROPERTY AS PER DEED BOOK 813, PAGE 327, AND LISTED AS TAX PARCEL 116R-803A.



RUSSELL COUNTY, VIRGINIA

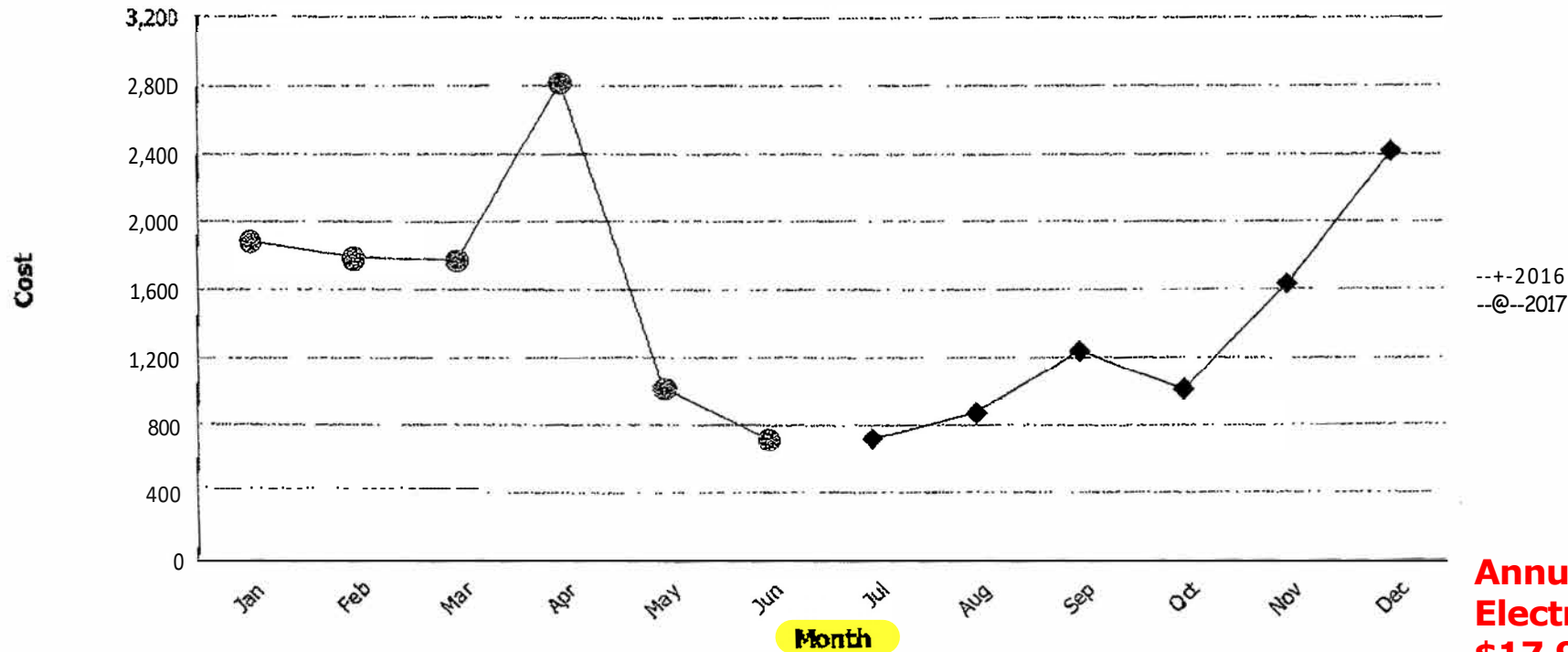
Default View



Givens

Russell County Public Schools

Executive Cost Profile BL - 13



**Annual
Electrical Cost:
\$17,920**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
2016	\$0	\$0	\$0	\$0	\$0	\$0	\$727	\$876	\$1,236	\$1,015	\$1,635	\$2,413	\$7,903
2017	\$1,888	\$1,794	\$1,777	\$2,818	\$1,020	\$722	\$0	\$0	\$0	\$0	\$0	\$0	\$10,017
Totals	\$1,888	\$1,794	\$1,777	\$2,818	\$1,020	\$722	\$727	\$876	\$1,236	\$1,015	\$1,635	\$2,413	\$17,920

Requested by: addisoo

Client verskn:

Report version 3

Filters: Billing Period Between Jul 2016 and Jun 2017; Bill is Void Equals 0; Bill Account is Active Equals 1; Bill is From a Vendor Equals 1; ; ; Meter Code Equals

E02847083900

PAGE 21 of 21



VACORP
BUILDING DETAIL REPORT



MEMBER DATA

Member ID / Name: 0805 Russell County Public Schools

LOCATION DATA

Location: 06 Givens Elementary
 Building: 01 Givens Elementary
 Street Address: 9531 Hwy 67
 City, State, Zip: Swords Creek, VA 24649
 GPS Coordinates: Lat: N 37 07619 Long: W 08 89314

SUPPLEMENTAL DATA

Occupancy Class: Elementary Schools
 # of Stories: 2
 Square Footage: 17,720
 Year Built: 1952
 ISO Class: 4-Masonry Non-Combustible
 Building Additions: No
 Building Condition: Average
 Historical Building: No
 Building Rented: No By Whom:
 Vacant: No
 Elevators: No Quantity: 0
 Manual Fire Alarms: Yes
 Automatic Fire Alarms: Yes
 Automatic Sprinklers: No Sprinkler Coverage: 0%
 Security System: Yes
 Fire Hydrant within 500': No
 Distance to Fire Station: 6 miles
 Roof Type: Flat (Single Membrane)
 Roof Condition: Good



Unusual Exposures: No
 Interior Fuel Tanks: No
 Exterior Fuel Tanks: No
 Interior Floor Drains: Yes

NOTES: Roofing Type (1) 100% Covered, Enrollment 78, Cafeteria/Gym, HVAC And Ceiling Renovations In 2009.

SUMMARY DATA

Building RCN:	\$2,292,200
Contents RCN:	\$221,000
EDP RCN:	\$26,200
BuildingTotal RCN:	\$2,539,400

Building ACV: \$1,386,800

"RCN" - Replacement Cost New / "ACV" = Actual Cash Value

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V

Table with columns for question number, question text, and Yes/No response columns. Rows include questions 33 through 45b regarding organizational activities, financials, and foreign accounts.

Yes No

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I 46 No

Part VI Section 501(c)(3) organizations only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51. Check if the organization used Schedule O to respond to any question in this Part VI

Yes No

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II 47 No

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E 48 No

49a Did the organization make any transfers to an exempt non-charitable related organization? 49a No

b If "Yes," was the related organization a section 527 organization? 49b No

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None "

Table with 5 columns: (a) Name and title of each employee, (b) Average hours per week devoted to position, (c) Reportable compensation (Forms W-2/1099-MISC), (d) Health benefits, contributions to employee benefit plans, and deferred compensation, (e) Estimated amount of other compensation. Row 1 contains 'NONE'.

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None "

Table with 3 columns: (a) Name and business address of each independent contractor, (b) Type of service, (c) Compensation. Row 1 contains 'NONE'.

d Total number of other independent contractors each receiving over \$100,000.

52 Did the organization complete Schedule A? NOTE. All Section 501(c)(3) organizations must attach a completed Schedule A Yes No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here Signature of officer Amanda Thomas President, Dir Date 2018-04-02

Paid Preparer Use Only Print/Type preparer's name Floyd Green Jr CPA Preparer's signature Date Check [X] if self-employed PTIN P00365634 Firm's name FLOYD GREEN CPA PC Firm's EIN 55-0842444 Firm's address 3114 Mercer University Drive Suite Atlanta, GA 303414144 Phone no (770) 457-2550

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Additional Data

Software ID: 17005038

Software Version: 2017v2.2

EIN: 82-0971783

Name: Stars Ministries

Form 990EZ, Part III - Statement of Program Service Accomplishments

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.	Expenses (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)	
<p>28 - Provided a monthly soup kitchen and food pantry- Provided back to school clothing and supplies to students in the community- Provided a White Christmas for over 700 youth (Grants \$ 21,472)</p> <p style="text-align: right;">If this amount includes foreign grants, check here . . . <input type="checkbox"/></p>	28a	7,875

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No 1545-0047

2017

Open to Public Inspection

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Department of the Treasury
Internal Revenue Service

Name of the organization
Stars Ministries

Employer identification number

82-0971783

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ))
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II)
- 8 A community trust described in **section 170(b)(1)(A)(vi)** (Complete Part II)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land grant college of agriculture See instructions Enter the name, city, and state of the college or university _____
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975 See **section 509(a)(2)**. (Complete Part III)
- 11 An organization organized and operated exclusively to test for public safety See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s) **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions) **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions) **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization
 - f Enter the number of supported organizations _____

g Provide the following information about the supported organization(s)

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1- 10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv), 170(b)(1)(A)(vi), and 170(b)(1)(A)(ix)

(Complete only if you checked the box on line 5, 7, 8, or 9 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►		(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1	Gifts, grants, contributions, and membership fees received (Do not include any "unusual grant")						
2	Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3	The value of services or facilities furnished by a governmental unit to the organization without charge						
4	Total. Add lines 1 through 3						
5	The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6	Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►		(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
7	Amounts from line 4						
8	Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9	Net income from unrelated business activities, whether or not the business is regularly carried on						
10	Other income Do not include gain or loss from the sale of capital assets (Explain in Part VI)						
11	Total support. Add lines 7 through 10						
12	Gross receipts from related activities, etc (see instructions)					12	

13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

14	Public support percentage for 2017 (line 6, column (f) divided by line 11, column (f))	14	
15	Public support percentage for 2016 Schedule A, Part II, line 14	15	

16a 33 1/3% support test—2017. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization

b 33 1/3% support test—2016. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization

17a 10%-facts-and-circumstances test—2017. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test The organization qualifies as a publicly supported organization

b 10%-facts-and-circumstances test—2016. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test The organization qualifies as a publicly supported organization

18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants.")					20,725	20,725
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						0
3 Gross receipts from activities that are not an unrelated trade or business under section 513					5,179	5,179
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
5 The value of services or facilities furnished by a governmental unit to the organization without charge						0
6 Total. Add lines 1 through 5					25,904	25,904
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6)						25,904

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
9 Amounts from line 6					25,904	25,904
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						0
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						0
12 Other income Do not include gain or loss from the sale of capital assets (Explain in Part VI)						0
13 Total support. (Add lines 9, 10c, 11, and 12)					25,904	25,904

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2017 (line 8, column (f) divided by line 13, column (f))	15	0 %
16 Public support percentage from 2016 Schedule A, Part III, line 15	16	

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2017 (line 10c, column (f) divided by line 13, column (f))	17	0 %
18 Investment income percentage from 2016 Schedule A, Part III, line 17	18	

19a 33 1/3% support tests—2017. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33 1/3% support tests—2016. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3% and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes" and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b	Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c	Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b	Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b	A family member of a person described in (a) above?		
c	A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI</i>		

Section B. Type I Supporting Organizations

		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised or controlled the supporting organization.</i>		

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization (s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

Section E. Type III Functionally-Integrated Supporting Organizations

1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions)		
a	<input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c	<input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2	Activities Test Answer (a) and (b) below.		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
3	Parent of Supported Organizations Answer (a) and (b) below.		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
b	Did the organization exercise a substantial degree of direction over the policies, programs and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year)	1	
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI)		
2	Acquisition indebtedness applicable to non-exempt use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions)		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI) See instructions	
7 Total annual distributions. Add lines 1 through 6	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI) See instructions	
9 Distributable amount for 2017 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2017	(iii) Distributable Amount for 2017
1 Distributable amount for 2017 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2017 (reasonable cause required-- explain in Part VI) See instructions			
3 Excess distributions carryover, if any, to 2017			
a			
b From 2013.			
c From 2014.			
d From 2015.			
e From 2016.			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2017 distributable amount			
i Carryover from 2012 not applied (see instructions)			
j Remainder Subtract lines 3g, 3h, and 3i from 3f			
4 Distributions for 2017 from Section D, line 7			
\$			
a Applied to underdistributions of prior years			
b Applied to 2017 distributable amount			
c Remainder Subtract lines 4a and 4b from 4			
5 Remaining underdistributions for years prior to 2017, if any Subtract lines 3g and 4a from line 2 If the amount is greater than zero, explain in Part VI See instructions			
6 Remaining underdistributions for 2017 Subtract lines 3h and 4b from line 1 If the amount is greater than zero, explain in Part VI See instructions			
7 Excess distributions carryover to 2018. Add lines 3j and 4c			
8 Breakdown of line 7			
a Excess from 2013.			
b Excess from 2014.			
c Excess from 2015.			
d Excess from 2016.			
e Excess from 2017.			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10, Part II, line 17a or 17b, Part III, line 12, Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c, Part IV, Section B, lines 1 and 2, Part IV, Section C, line 1, Part IV, Section D, lines 2 and 3, Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b, Part V, line 1, Part V, Section B, line 1e, Part V Section D, lines 5, 6, and 8, and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Facts And Circumstances Test

SCHEDULE O
(Form 990 or 990-EZ)Department of the Treasury
Internal Revenue ServiceName of the organization
Stars Ministries**Supplemental Information to Form 990 or 990-EZ**Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at
www.irs.gov/form990.

OMB No 1545-0047

2017**Open to Public
Inspection**

Employer identification number

82-0971783

990 Schedule O, Supplemental Information

Return Reference	Explanation
Other Expenses 1002	Office Expenses \$354

990 Schedule O, Supplemental Information

Return Reference	Explanation
Other Expenses 1005	Travel \$201

990 Schedule O, Supplemental Information

Return Reference	Explanation
Other Expenses 1	Program supplies \$2500

990 Schedule O, Supplemental Information

Return Reference	Explanation
Other Expenses 4	State filing fees \$80

990 Schedule O, Supplemental Information

Return Reference	Explanation
Other Expenses 5	Taxes & Licenses \$40

Form **990EZ**
 Department of the Treasury
 Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.
 ▶ Go to www.irs.gov/Form990EZ for the latest information.

OMB No 1545-1150
2018
Open to Public Inspection

A For the 2018 calendar year, or tax year beginning 01-01-2018, and ending 12-31-2018

- B** Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization
 Stars Ministries

Number and street (or P O box, if mail is not delivered to street address) Room/suite
 595 Drill Rd

City or town, state or province, country, and ZIP or foreign postal code
 Honaker, VA 24260

D Employer identification number
 82-0971783

E Telephone number
 (276) 451-1172

F Group Exemption Number ▶

G Accounting Method Cash Accrual Other (specify) ▶

H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF)

I Website: ▶ N/A
J Tax-exempt status (check only one) - 501(c)(3) 501(c)() (insert no) 4947(a)(1) or 527

K Form of organization Corporation Trust Association Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$ 32,711

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)
 Check if the organization used Schedule O to respond to any question in this Part I

		1	2	3	4	5a	5b	5c	6a	6b	6c	6d	7a	7b	7c	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Revenue	1	Contributions, gifts, grants, and similar amounts received																								9,192			
	2	Program service revenue including government fees and contracts																											
	3	Membership dues and assessments																											
	4	Investment income																											
	5a	Gross amount from sale of assets other than inventory																											
	b	Less cost or other basis and sales expenses										0																	
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)																											
	6	Gaming and fundraising events																											
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)																											
	b	Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)										23,519																	
c	Less direct expenses from gaming and fundraising events										9,465																		
d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)																								14,054				
7a	Gross sales of inventory, less returns and allowances																												
b	Less cost of goods sold										0																		
c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)																												
8	Other revenue (describe in Schedule O)																												
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶																								23,246				
Expenses	10	Grants and similar amounts paid (list in Schedule O)																								8,779			
	11	Benefits paid to or for members																											
	12	Salaries, other compensation, and employee benefits																											
	13	Professional fees and other payments to independent contractors																											
	14	Occupancy, rent, utilities, and maintenance																								12,788			
	15	Printing, publications, postage, and shipping																								460			
	16	Other expenses (describe in Schedule O)																								1,867			
17	Total expenses. Add lines 10 through 16 ▶																								23,894				
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)																								-648			
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)																								3,163			
	20	Other changes in net assets or fund balances (explain in Schedule O)																								759			
	21	Net assets or fund balances at end of year Combine lines 18 through 20																								3,274			

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V

Table with 3 columns: Question ID, Question Text, Yes, No. Rows include 33, 34, 35a, 35b, 35c, 36, 37a, 37b, 38a, 38b, 39, 39a, 39b, 40a, 40b, 40c, 40d, 40e, 41.

42a The organization's books are in care of Heather Sanders Telephone no (276) 451-1172 Located at 595 Drill Rd Honaker, VA ZIP + 4 24260

Table with 3 columns: Question ID, Question Text, Yes, No. Rows include 42b, 42c.

43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the tax year 43

Table with 3 columns: Question ID, Question Text, Yes, No. Rows include 44a, 44b, 44c, 44d, 45a, 45b.

	Yes	No
46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	46	No

Part VI Section 501(c)(3) organizations only
 All section 501(c)(3) organizations must answer questions 47- 49b and 52, and complete the tables for lines 50 and 51.
 Check if the organization used Schedule O to respond to any question in this Part VI

	Yes	No
47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	47	No
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	48	No
49a Did the organization make any transfers to an exempt non-charitable related organization?	49a	No
b If "Yes," was the related organization a section 527 organization?	49b	No

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None "

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over \$100,000 ▶ _____

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None "

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over \$100,000. ▶ _____

52 Did the organization complete Schedule A? **NOTE.** All section 501(c)(3) organizations must attach a completed Schedule A ▶ Yes No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

***** Signature of officer	2019-07-11 Date
Amanda Thomas President, Dir Type or print name and title	

Paid Preparer Use Only	Print/Type preparer's name Floyd Green Jr CPA	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTIN P00365634
	Firm's name ▶ FLOYD GREEN CPA PC			Firm's EIN ▶ 55-0842444	
	Firm's address ▶ 3114 Mercer University Drive Suite Atlanta, GA 303414144			Phone no (770) 457-2550	

May the IRS discuss this return with the preparer shown above? See instructions ▶ Yes No

Additional Data

Software ID: 18007218

Software Version: 2018v3.1

EIN: 82-0971783

Name: Stars Ministries

Form 990EZ, Part III - Statement of Program Service Accomplishments

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.	Expenses (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)	
<p>28 Our accomplishments for 2018 include - Provided a monthly soup kitchen and food pantry- Provided back to school clothing and supplies to students in the community- Provided a White Christmas for our community (Grants \$ 22,027)</p> <p style="text-align: right;">If this amount includes foreign grants, check here . . . <input type="checkbox"/></p>	28a	8,779

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
 Attach to Form 990 or Form 990-EZ.
 Go to www.irs.gov/Form990 for the latest information.

2018

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Name of the organization
Stars Ministries

Employer identification number
82-0971783

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is (For lines 1 through 12, check only one box)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ))
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II)
- 8 A community trust described in **section 170(b)(1)(A)(vi)** (Complete Part II)
- 9 An agricultural research organization described in **170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land grant college of agriculture See instructions Enter the name, city, and state of the college or university _____
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975 See **section 509(a)(2)**. (Complete Part III)
- 11 An organization organized and operated exclusively to test for public safety See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s) **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions) **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions) **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization
 - f Enter the number of supported organizations _____
- g Provide the following information about the supported organization(s)

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1- 10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv), 170(b)(1)(A)(vi), and 170(b)(1)(A)(ix)

(Complete only if you checked the box on line 5, 7, 8, or 9 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶		(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1	Gifts, grants, contributions, and membership fees received (Do not include any "unusual grant")						
2	Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3	The value of services or facilities furnished by a governmental unit to the organization without charge						
4	Total. Add lines 1 through 3						
5	The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6	Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶		(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
7	Amounts from line 4						
8	Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9	Net income from unrelated business activities, whether or not the business is regularly carried on						
10	Other income Do not include gain or loss from the sale of capital assets (Explain in Part VI)						
11	Total support. Add lines 7 through 10						
12	Gross receipts from related activities, etc (see instructions)					12	

13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

14	Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f))	14	
15	Public support percentage for 2017 Schedule A, Part II, line 14	15	

- 16a 33 1/3% support test—2018.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization
- b 33 1/3% support test—2017.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization
- 17a 10%-facts-and-circumstances test—2018.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test The organization qualifies as a publicly supported organization
- b 10%-facts-and-circumstances test—2017.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test The organization qualifies as a publicly supported organization
- 18 Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants.")				20,725	9,192	29,917
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						0
3 Gross receipts from activities that are not an unrelated trade or business under section 513				5,179	23,519	28,698
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
5 The value of services or facilities furnished by a governmental unit to the organization without charge						0
6 Total. Add lines 1 through 5				25,904	32,711	58,615
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6)						58,615

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6				25,904	32,711	58,615
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						0
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						0
12 Other income Do not include gain or loss from the sale of capital assets (Explain in Part VI)						0
13 Total support. (Add lines 9, 10c, 11, and 12)				25,904	32,711	58,615

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2018 (line 8, column (f) divided by line 13, column (f))	15	0 %
16 Public support percentage from 2017 Schedule A, Part III, line 15	16	

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2018 (line 10c, column (f) divided by line 13, column (f))	17	0 %
18 Investment income percentage from 2017 Schedule A, Part III, line 17	18	

19a 33 1/3% support tests—2018. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33 1/3% support tests—2017. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3% and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes" and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b	Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c	Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b	Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b	A family member of a person described in (a) above?		
c	A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI</i>		

Section B. Type I Supporting Organizations

		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised or controlled the supporting organization.</i>		

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization (s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

Section E. Type III Functionally-Integrated Supporting Organizations

1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions)		
a	<input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c	<input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2	Activities Test Answer (a) and (b) below.		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
3	Parent of Supported Organizations Answer (a) and (b) below.		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
b	Did the organization exercise a substantial degree of direction over the policies, programs and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year)	1	
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI)		
2	Acquisition indebtedness applicable to non-exempt use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions)		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI) See instructions	
7 Total annual distributions. Add lines 1 through 6	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI) See instructions	
9 Distributable amount for 2018 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2018	(iii) Distributable Amount for 2018
1 Distributable amount for 2018 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2018 (reasonable cause required-- explain in Part VI) See instructions			
3 Excess distributions carryover, if any, to 2018			
a From 2013.			
b From 2014.			
c From 2015.			
d From 2016.			
e From 2017.			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2018 distributable amount			
i Carryover from 2013 not applied (see instructions)			
j Remainder Subtract lines 3g, 3h, and 3i from 3f			
4 Distributions for 2018 from Section D, line 7			
\$			
a Applied to underdistributions of prior years			
b Applied to 2018 distributable amount			
c Remainder Subtract lines 4a and 4b from 4			
5 Remaining underdistributions for years prior to 2018, if any Subtract lines 3g and 4a from line 2 If the amount is greater than zero, explain in Part VI See instructions			
6 Remaining underdistributions for 2018 Subtract lines 3h and 4b from line 1 If the amount is greater than zero, explain in Part VI See instructions			
7 Excess distributions carryover to 2019. Add lines 3j and 4c			
8 Breakdown of line 7			
a Excess from 2014.			
b Excess from 2015.			
c Excess from 2016.			
d Excess from 2017.			
e Excess from 2018.			

Additional Data

Software ID: 18007218

Software Version: 2018v3.1

EIN: 82-0971783

Name: Stars Ministries

Part VI Supplemental Information. Provide the explanations required by Part II, line 10, Part II, line 17a or 17b, Part III, line 12, Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c, Part IV, Section B, lines 1 and 2, Part IV, Section C, line 1, Part IV, Section D, lines 2 and 3, Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b, Part V, line 1, Part V, Section B, line 1e, Part V Section D, lines 5, 6, and 8, and Part V, Section E, lines 2, 5, and 6 Also complete this part for any additional information (See instructions)

Facts And Circumstances Test

SCHEDULE G
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, lines 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a
 Attach to Form 990 or Form 990-EZ.
 Go to www.irs.gov/Form990 for instructions and the latest information

OMB No 1545-0047

2018

Open to Public Inspection

Name of the organization
Stars Ministries

Employer identification number
82-0971783

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

- 1** Indicate whether the organization raised funds through any of the following activities. Check all that apply.
- | | |
|---|---|
| <p>a <input type="checkbox"/> Mail solicitations</p> <p>b <input type="checkbox"/> Internet and email solicitations</p> <p>c <input type="checkbox"/> Phone solicitations</p> <p>d <input type="checkbox"/> In-person solicitations</p> | <p>e <input type="checkbox"/> Solicitation of non-government grants</p> <p>f <input type="checkbox"/> Solicitation of government grants</p> <p>g <input type="checkbox"/> Special fundraising events</p> |
|---|---|
- 2a** Did the organization have a written or oral agreement with any individual (including officers, directors, trustees or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No
- b** If "Yes," list the ten highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
Total				▶		

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d)
		Fundraiser (event type)	(event type)	(total number)	Total events (add col (a) through col (c))
Revenue	1 Gross receipts	23,519			23,519
	2 Less Contributions				
	3 Gross income (line 1 minus line 2)	23,519			23,519
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	9,465			9,465
	10 Direct expense summary Add lines 4 through 9 in column (d) ▶				9,465
	11 Net income summary Subtract line 10 from line 3, column (d) ▶				14,054

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/Instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col (a) through col (c))
		1 Gross revenue			
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
7 Direct expense summary Add lines 2 through 5 in column (d) ▶					
8 Net gaming income summary Subtract line 7 from line 1, column (d) ▶					

9 Enter the state(s) in which the organization conducts gaming activities _____

a Is the organization licensed to conduct gaming activities in each of these states? Yes No

b If "No," explain _____

10a Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year? Yes No

b If "Yes," explain _____

- 11** Does the organization conduct gaming activities with nonmembers? Yes No
- 12** Is the organization a grantor, beneficiary or trustee of a trust or a member of a partnership or other entity formed to administer charitable gaming? Yes No
- 13** Indicate the percentage of gaming activity conducted in
- | | | | |
|----------|-----------------------------|------------|---|
| a | The organization's facility | 13a | % |
| b | An outside facility | 13b | % |

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records

Name ▶

Address ▶

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? Yes No

b If "Yes," enter the amount of gaming revenue received by the organization ▶ \$ _____ and the amount of gaming revenue retained by the third party ▶ \$ _____

c If "Yes," enter name and address of the third party

Name ▶

Address ▶

16 Gaming manager information

Name ▶

Gaming manager compensation ▶ \$

Description of services provided ▶

- Director/officer Employee Independent contractor

17 Mandatory distributions

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? Yes No

b Enter the amount of distributions required under state law distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ _____

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

Return Reference	Explanation
------------------	-------------

SCHEDULE O
(Form 990 or 990-EZ)**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No 1545-0047

2018**Open to Public Inspection**

Department of the Treasury

Name of the organization
Stars Ministries

Employer identification number

82-0971783

990 Schedule O, Supplemental Information

Return Reference	Explanation
Other Expenses 1001	Advertising and Promotion \$196

990 Schedule O, Supplemental Information

Return Reference	Explanation
Other Expenses 1002	Office Expenses \$914

990 Schedule O, Supplemental Information

Return Reference	Explanation
Other Expenses 1012	Insurance \$757

Stars Ministries

Honaker, VA

Is this your nonprofit?

Claim your profile for free

[Learn about benefits](#)

Mission

The organization's mission is to help the needy and the community.

Ruling year

2017

Main address

595 Drill Rd
Honaker, VA 24260

EIN

82-0971783

Subject area

Human services

NTEE code

Human Service Organizations (P20)

IRS filing requirement

This organization is required to file an IRS Form 990-N.

Tax forms

[Show Forms 990](#)

Is this your nonprofit?

[Update Now](#)

Why claim your profile? [Learn about benefits](#)

Programs and results

What we aim to solve

This profile needs more info.

If it is your nonprofit, add a problem overview.

[Update Now](#)

Where we work

This profile needs more info.

If it is your nonprofit, add geographic service areas to create a map on your profile.

[Update Now](#)

Our programs

SOURCE: IRS Form 990

What are the organization's current programs, how do they measure success, and who do the programs serve?

Program 1

Our accomplishments for 2018 include:- Provided a monthly soup kitchen and food pantry- Provided back to school clothing and supplies to students in the community- Provided a White Christmas for our community.

Expenses

\$8,779

Revenue

\$0

Financials

Stars Ministries



Unlock financial insights by subscribing to our monthly plan.

Subscribe

Unlock nonprofit financial insights that will help you make more informed decisions. Try our monthly plan today.

Analyze a variety of pre-calculated financial metrics

Access beautifully interactive analysis and comparison tools

Compare nonprofit financials to similar organizations

Want to see how you can enhance your nonprofit research and unlock more insights? [Learn more](#) about GuideStar Pro.

Operations

The people, governance practices, and partners that make the organization tick.

Officers, directors, trustees, and key employees

Highest paid employees

Board of directors



Connect with nonprofit leaders

Subscribe

Build relationships with key people who manage and lead nonprofit organizations with GuideStar Pro. Try a low commitment monthly plan today.

Analyze a variety of pre-calculated financial metrics

Access beautifully interactive analysis and comparison tools

Compare nonprofit financials to similar organizations

Want to see how you can enhance your nonprofit research and unlock more insights? [Learn More](#) about GuideStar Pro.

Power Poles: Appalachian Power Co.
 Telephone Poles: Chesapeake & Potomac Telephone Co.

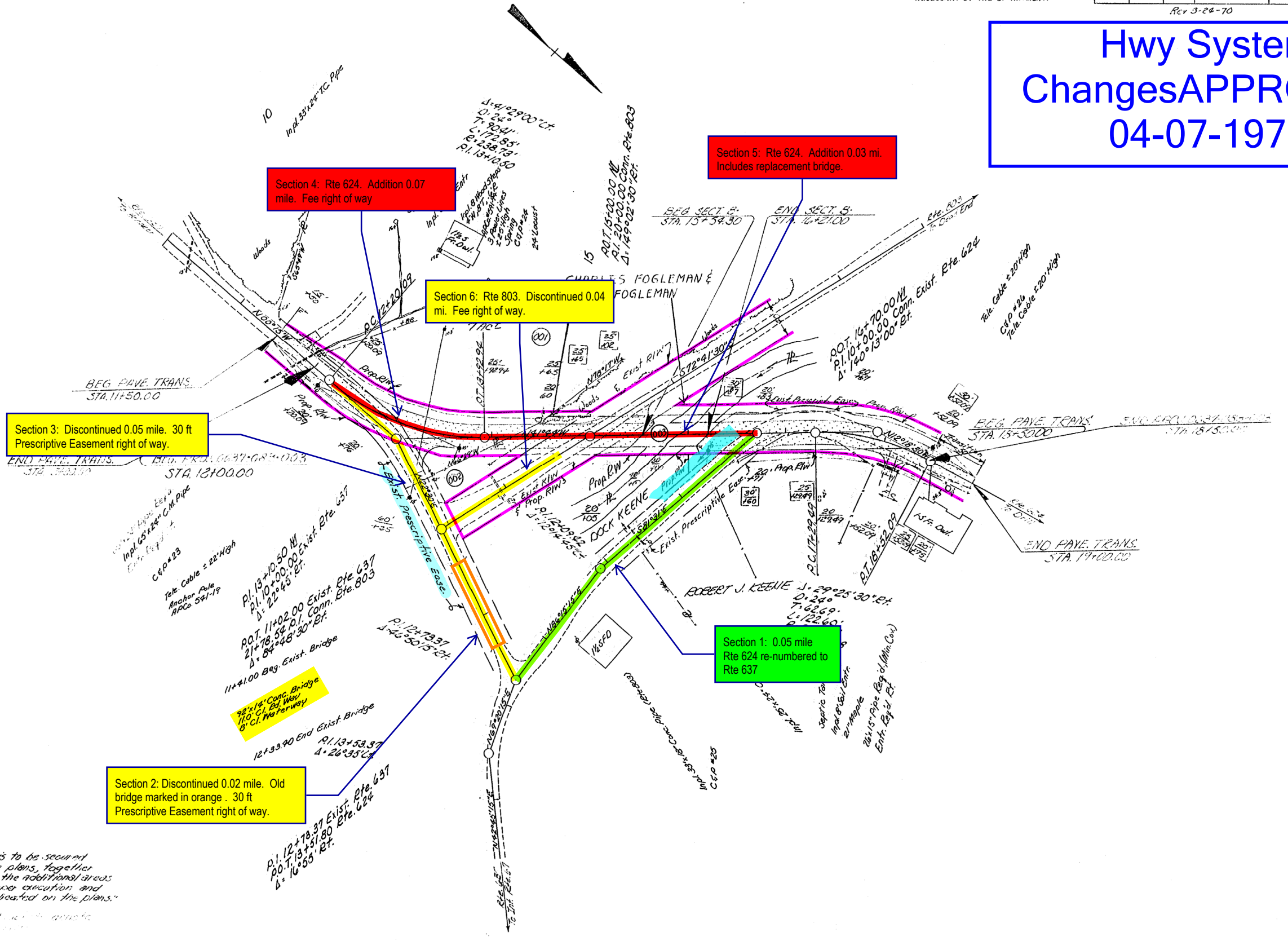
DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT.

PUB. ROAD REGION	STATE	FEDERAL AID		STATE		SHEET NO.	TOTAL SHEETS
		ROUTE	PROJECT	ROUTE	PROJECT		
2	VA.			637	0037-083-003 Budget Item 3009	3	4

Rev 3-24-70

Hwy System Changes APPROVED 04-07-1975

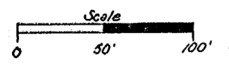
10-89
 10-88
 10-87
 10-86
 10-85
 10-84
 10-83
 10-82
 10-81
 10-80
 10-79
 10-78
 10-77
 10-76
 10-75
 10-74
 10-73
 10-72
 10-71
 10-70
 10-69
 10-68
 10-67
 10-66
 10-65
 10-64
 10-63
 10-62
 10-61
 10-60
 10-59
 10-58
 10-57
 10-56
 10-55
 10-54
 10-53
 10-52
 10-51
 10-50
 10-49
 10-48
 10-47
 10-46
 10-45
 10-44
 10-43
 10-42
 10-41
 10-40
 10-39
 10-38
 10-37
 10-36
 10-35
 10-34
 10-33
 10-32
 10-31
 10-30
 10-29
 10-28
 10-27
 10-26
 10-25
 10-24
 10-23
 10-22
 10-21
 10-20
 10-19
 10-18
 10-17
 10-16
 10-15
 10-14
 10-13
 10-12
 10-11
 10-10
 10-09
 10-08
 10-07
 10-06
 10-05
 10-04
 10-03
 10-02
 10-01
 10-00
 09-99
 09-98
 09-97
 09-96
 09-95
 09-94
 09-93
 09-92
 09-91
 09-90
 09-89
 09-88
 09-87
 09-86
 09-85
 09-84
 09-83
 09-82
 09-81
 09-80
 09-79
 09-78
 09-77
 09-76
 09-75
 09-74
 09-73
 09-72
 09-71
 09-70
 09-69
 09-68
 09-67
 09-66
 09-65
 09-64
 09-63
 09-62
 09-61
 09-60
 09-59
 09-58
 09-57
 09-56
 09-55
 09-54
 09-53
 09-52
 09-51
 09-50
 09-49
 09-48
 09-47
 09-46
 09-45
 09-44
 09-43
 09-42
 09-41
 09-40
 09-39
 09-38
 09-37
 09-36
 09-35
 09-34
 09-33
 09-32
 09-31
 09-30
 09-29
 09-28
 09-27
 09-26
 09-25
 09-24
 09-23
 09-22
 09-21
 09-20
 09-19
 09-18
 09-17
 09-16
 09-15
 09-14
 09-13
 09-12
 09-11
 09-10
 09-09
 09-08
 09-07
 09-06
 09-05
 09-04
 09-03
 09-02
 09-01
 08-99
 08-98
 08-97
 08-96
 08-95
 08-94
 08-93
 08-92
 08-91
 08-90
 08-89
 08-88
 08-87
 08-86
 08-85
 08-84
 08-83
 08-82
 08-81
 08-80
 08-79
 08-78
 08-77
 08-76
 08-75
 08-74
 08-73
 08-72
 08-71
 08-70
 08-69
 08-68
 08-67
 08-66
 08-65
 08-64
 08-63
 08-62
 08-61
 08-60
 08-59
 08-58
 08-57
 08-56
 08-55
 08-54
 08-53
 08-52
 08-51
 08-50
 08-49
 08-48
 08-47
 08-46
 08-45
 08-44
 08-43
 08-42
 08-41
 08-40
 08-39
 08-38
 08-37
 08-36
 08-35
 08-34
 08-33
 08-32
 08-31
 08-30
 08-29
 08-28
 08-27
 08-26
 08-25
 08-24
 08-23
 08-22
 08-21
 08-20
 08-19
 08-18
 08-17
 08-16
 08-15
 08-14
 08-13
 08-12
 08-11
 08-10
 08-09
 08-08
 08-07
 08-06
 08-05
 08-04
 08-03
 08-02
 08-01
 07-99
 07-98
 07-97
 07-96
 07-95
 07-94
 07-93
 07-92
 07-91
 07-90
 07-89
 07-88
 07-87
 07-86
 07-85
 07-84
 07-83
 07-82
 07-81
 07-80
 07-79
 07-78
 07-77
 07-76
 07-75
 07-74
 07-73
 07-72
 07-71
 07-70
 07-69
 07-68
 07-67
 07-66
 07-65
 07-64
 07-63
 07-62
 07-61
 07-60
 07-59
 07-58
 07-57
 07-56
 07-55
 07-54
 07-53
 07-52
 07-51
 07-50
 07-49
 07-48
 07-47
 07-46
 07-45
 07-44
 07-43
 07-42
 07-41
 07-40
 07-39
 07-38
 07-37
 07-36
 07-35
 07-34
 07-33
 07-32
 07-31
 07-30
 07-29
 07-28
 07-27
 07-26
 07-25
 07-24
 07-23
 07-22
 07-21
 07-20
 07-19
 07-18
 07-17
 07-16
 07-15
 07-14
 07-13
 07-12
 07-11
 07-10
 07-09
 07-08
 07-07
 07-06
 07-05
 07-04
 07-03
 07-02
 07-01
 06-99
 06-98
 06-97
 06-96
 06-95
 06-94
 06-93
 06-92
 06-91
 06-90
 06-89
 06-88
 06-87
 06-86
 06-85
 06-84
 06-83
 06-82
 06-81
 06-80
 06-79
 06-78
 06-77
 06-76
 06-75
 06-74
 06-73
 06-72
 06-71
 06-70
 06-69
 06-68
 06-67
 06-66
 06-65
 06-64
 06-63
 06-62
 06-61
 06-60
 06-59
 06-58
 06-57
 06-56
 06-55
 06-54
 06-53
 06-52
 06-51
 06-50
 06-49
 06-48
 06-47
 06-46
 06-45
 06-44
 06-43
 06-42
 06-41
 06-40
 06-39
 06-38
 06-37
 06-36
 06-35
 06-34
 06-33
 06-32
 06-31
 06-30
 06-29
 06-28
 06-27
 06-26
 06-25
 06-24
 06-23
 06-22
 06-21
 06-20
 06-19
 06-18
 06-17
 06-16
 06-15
 06-14
 06-13
 06-12
 06-11
 06-10
 06-09
 06-08
 06-07
 06-06
 06-05
 06-04
 06-03
 06-02
 06-01
 05-99
 05-98
 05-97
 05-96
 05-95
 05-94
 05-93
 05-92
 05-91
 05-90
 05-89
 05-88
 05-87
 05-86
 05-85
 05-84
 05-83
 05-82
 05-81
 05-80
 05-79
 05-78
 05-77
 05-76
 05-75
 05-74
 05-73
 05-72
 05-71
 05-70
 05-69
 05-68
 05-67
 05-66
 05-65
 05-64
 05-63
 05-62
 05-61
 05-60
 05-59
 05-58
 05-57
 05-56
 05-55
 05-54
 05-53
 05-52
 05-51
 05-50
 05-49
 05-48
 05-47
 05-46
 05-45
 05-44
 05-43
 05-42
 05-41
 05-40
 05-39
 05-38
 05-37
 05-36
 05-35
 05-34
 05-33
 05-32
 05-31
 05-30
 05-29
 05-28
 05-27
 05-26
 05-25
 05-24
 05-23
 05-22
 05-21
 05-20
 05-19
 05-18
 05-17
 05-16
 05-15
 05-14
 05-13
 05-12
 05-11
 05-10
 05-09
 05-08
 05-07
 05-06
 05-05
 05-04
 05-03
 05-02
 05-01
 04-99
 04-98
 04-97
 04-96
 04-95
 04-94
 04-93
 04-92
 04-91
 04-90
 04-89
 04-88
 04-87
 04-86
 04-85
 04-84
 04-83
 04-82
 04-81
 04-80
 04-79
 04-78
 04-77
 04-76
 04-75
 04-74
 04-73
 04-72
 04-71
 04-70
 04-69
 04-68
 04-67
 04-66
 04-65
 04-64
 04-63
 04-62
 04-61
 04-60
 04-59
 04-58
 04-57
 04-56
 04-55
 04-54
 04-53
 04-52
 04-51
 04-50
 04-49
 04-48
 04-47
 04-46
 04-45
 04-44
 04-43
 04-42
 04-41
 04-40
 04-39
 04-38
 04-37
 04-36
 04-35
 04-34
 04-33
 04-32
 04-31
 04-30
 04-29
 04-28
 04-27
 04-26
 04-25
 04-24
 04-23
 04-22
 04-21
 04-20
 04-19
 04-18
 04-17
 04-16
 04-15
 04-14
 04-13
 04-12
 04-11
 04-10
 04-09
 04-08
 04-07
 04-06
 04-05
 04-04
 04-03
 04-02
 04-01
 03-99
 03-98
 03-97
 03-96
 03-95
 03-94
 03-93
 03-92
 03-91
 03-90
 03-89
 03-88
 03-87
 03-86
 03-85
 03-84
 03-83
 03-82
 03-81
 03-80
 03-79
 03-78
 03-77
 03-76
 03-75
 03-74
 03-73
 03-72
 03-71
 03-70
 03-69
 03-68
 03-67
 03-66
 03-65
 03-64
 03-63
 03-62
 03-61
 03-60
 03-59
 03-58
 03-57
 03-56
 03-55
 03-54
 03-53
 03-52
 03-51
 03-50
 03-49
 03-48
 03-47
 03-46
 03-45
 03-44
 03-43
 03-42
 03-41
 03-40
 03-39
 03-38
 03-37
 03-36
 03-35
 03-34
 03-33
 03-32
 03-31
 03-30
 03-29
 03-28
 03-27
 03-26
 03-25
 03-24
 03-23
 03-22
 03-21
 03-20
 03-19
 03-18
 03-17
 03-16
 03-15
 03-14
 03-13
 03-12
 03-11
 03-10
 03-09
 03-08
 03-07
 03-06
 03-05
 03-04
 03-03
 03-02
 03-01
 02-99
 02-98
 02-97
 02-96
 02-95
 02-94
 02-93
 02-92
 02-91
 02-90
 02-89
 02-88
 02-87
 02-86
 02-85
 02-84
 02-83
 02-82
 02-81
 02-80
 02-79
 02-78
 02-77
 02-76
 02-75
 02-74
 02-73
 02-72
 02-71
 02-70
 02-69
 02-68
 02-67
 02-66
 02-65
 02-64
 02-63
 02-62
 02-61
 02-60
 02-59
 02-58
 02-57
 02-56
 02-55
 02-54
 02-53
 02-52
 02-51
 02-50
 02-49
 02-48
 02-47
 02-46
 02-45
 02-44
 02-43
 02-42
 02-41
 02-40
 02-39
 02-38
 02-37
 02-36
 02-35
 02-34
 02-33
 02-32
 02-31
 02-30
 02-29
 02-28
 02-27
 02-26
 02-25
 02-24
 02-23
 02-22
 02-21
 02-20
 02-19
 02-18
 02-17
 02-16
 02-15
 02-14
 02-13
 02-12
 02-11
 02-10
 02-09
 02-08
 02-07
 02-06
 02-05
 02-04
 02-03
 02-02
 02-01
 01-99
 01-98
 01-97
 01-96
 01-95
 01-94
 01-93
 01-92
 01-91
 01-90
 01-89
 01-88
 01-87
 01-86
 01-85
 01-84
 01-83
 01-82
 01-81
 01-80
 01-79
 01-78
 01-77
 01-76
 01-75
 01-74
 01-73
 01-72
 01-71
 01-70
 01-69
 01-68
 01-67
 01-66
 01-65
 01-64
 01-63
 01-62
 01-61
 01-60
 01-59
 01-58
 01-57
 01-56
 01-55
 01-54
 01-53
 01-52
 01-51
 01-50
 01-49
 01-48
 01-47
 01-46
 01-45
 01-44
 01-43
 01-42
 01-41
 01-40
 01-39
 01-38
 01-37
 01-36
 01-35
 01-34
 01-33
 01-32
 01-31
 01-30
 01-29
 01-28
 01-27
 01-26
 01-25
 01-24
 01-23
 01-22
 01-21
 01-20
 01-19
 01-18
 01-17
 01-16
 01-15
 01-14
 01-13
 01-12
 01-11
 01-10
 01-09
 01-08
 01-07
 01-06
 01-05
 01-04
 01-03
 01-02
 01-01
 00-99
 00-98
 00-97
 00-96
 00-95
 00-94
 00-93
 00-92
 00-91
 00-90
 00-89
 00-88
 00-87
 00-86
 00-85
 00-84
 00-83
 00-82
 00-81
 00-80
 00-79
 00-78
 00-77
 00-76
 00-75
 00-74
 00-73
 00-72
 00-71
 00-70
 00-69
 00-68
 00-67
 00-66
 00-65
 00-64
 00-63
 00-62
 00-61
 00-60
 00-59
 00-58
 00-57
 00-56
 00-55
 00-54
 00-53
 00-52
 00-51
 00-50
 00-49
 00-48
 00-47
 00-46
 00-45
 00-44
 00-43
 00-42
 00-41
 00-40
 00-39
 00-38
 00-37
 00-36
 00-35
 00-34
 00-33
 00-32
 00-31
 00-30
 00-29
 00-28
 00-27
 00-26
 00-25
 00-24
 00-23
 00-22
 00-21
 00-20
 00-19
 00-18
 00-17
 00-16
 00-15
 00-14
 00-13
 00-12
 00-11
 00-10
 00-09
 00-08
 00-07
 00-06
 00-05
 00-04
 00-03
 00-02
 00-01
 00-00



Note: A minimum 40 foot right of way is to be secured based on the centerline shown on the plans, together with the right and easement to use the additional areas shown as being required for the proper execution and maintenance of the work as indicated on the plans.

Note: Discontinued sections are to be removed.

Note: Bearings based on Magnetic North





Courtesy of VGN, Commonwealth of Virginia



RUSSELL COUNTY



www.interactiveGIS.com

Printed 05/18/2021

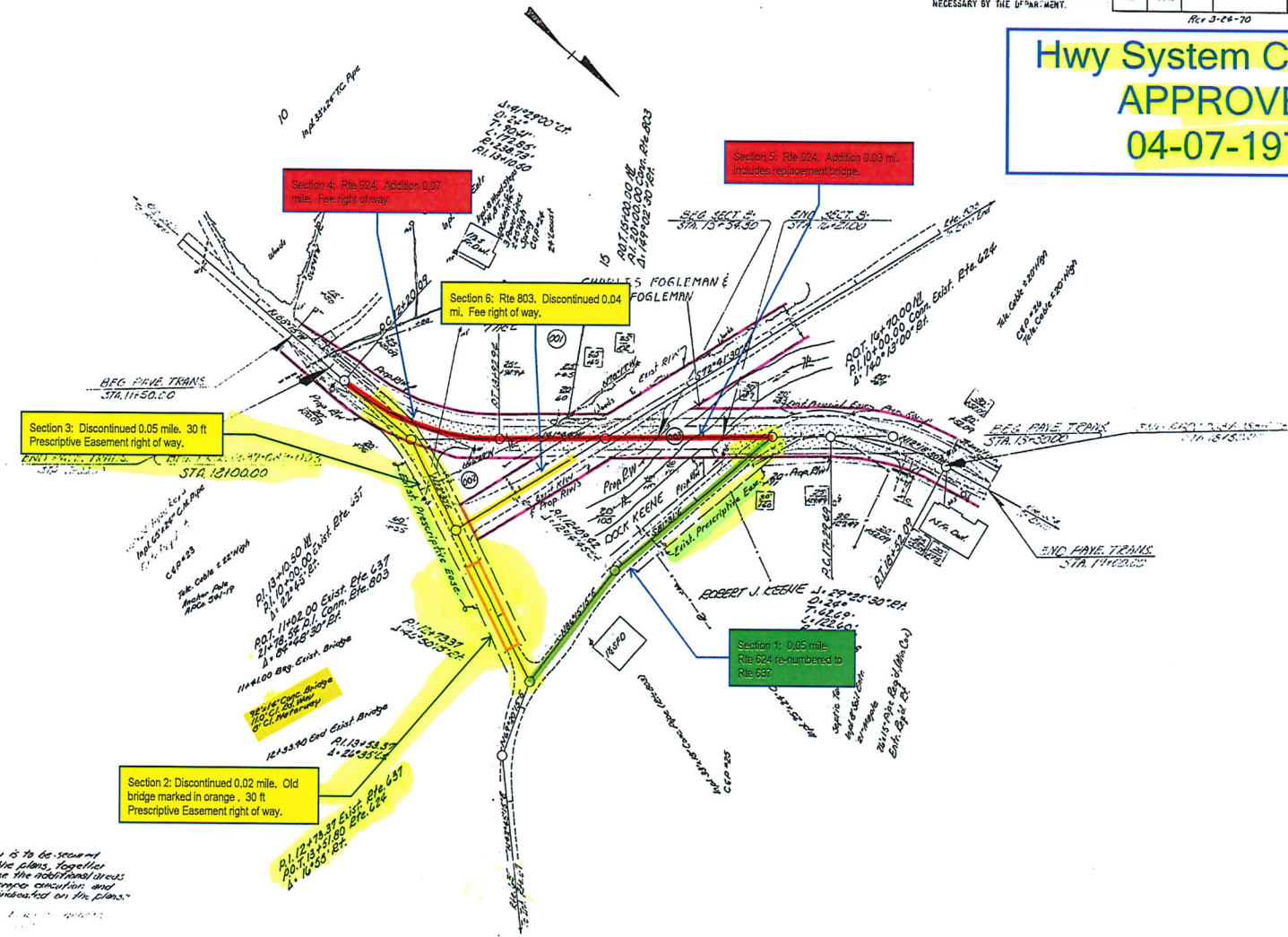
Power Poles: Appalachian Power Co.
Telephone Poles: Chesapeake & Potomac Telephone Co.

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO PROTECTION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DETERMINED NECESSARY BY THE DEPARTMENT.

FED. AID DISTRICT	STATE	FEDERAL AID		STATE		SHEET NO.	TOTAL SHEETS
		ROUTE	PROJECT	ROUTE	PROJECT		
2	VA.			687	2-87-083-003 Budget Item 5007	3	4

Rev 3-26-70

Hwy System Changes APPROVED 04-07-1975



Note: A minimum 30-foot right of way is to be secured based on the centerline chain on the plans, together with the right and easement to use the additional areas shown as being required for the proper construction and maintenance of the work is indicated on the plans.

Note: Bearings based on Magnetic North



Print Date: 10/30/2020

RUSSELL COUNTY VA

Map#: 76R 2067 Owner: **MARTIN MICHAEL LEE**
 Record: 13248-1 66 KENTS RIDGE RD
 911 Adr: 0 404 DRILL RD HONAKER VA 24260
 Sale Price: 0 Ratio: 0.00

Occupancy: Zoning: Use Class:

Exterior	Interior	Site
Construction: WOOD FRAME	No. Rooms: 0	Street: PAVED
Exterior Walls: CNDR BLOCK	No. Bedrooms: 0	Street:
Foundation: CONCRETE	No. Baths: 0F / 0H	Utilities: SEPTIC
Roofing: ASPHALT	Floors: TILE	Utilities: WELL
SHED	Floors: TILE	Acreage: 0.000
	Interior: SHEET ROCK	Year Built: 1965
		Stories: 1.00
		Air Condition: Y

Mthd	Cls	Land Description	Grd	Unit Size	Dept	Rate	Adj	Value
A	1		A	0	0.00	0.00	10000.0	10000

Dwelling Valuation

Item	Qty	Size	Rate	Value
------	-----	------	------	-------

** 1932 Brick Apt*
** Rt 803 Ball Hollow Road*
Rt 637 Wagon Valley Road
** 1975*
** Discontinued (Prescriptive R/W) Easement 30ft*
** Administrative, Not Maintenance*
** Public Hearing - Acknowledgment of R/W Easement*

Improvement	Length	Width	Condition	Deprc.	Total Value
M/H DECK					200
M/H DECK					300
M/H PORCH					100
M/H PORCH					300
M/H PORCH					600
M/H PORCH					200

Description	Story	Size	Class	Factor	Rate	Value
STORAGE		84			0.00	302
PORCH		0			0.00	1000
RETAIL STORE		2048			0.00	16589

```

+--14-----+
 6STG      6
+-11-----+14-----+-----53-----+
:
:
:
:
:
:
32
:
:
:
:
:A
+-----64-----+
  
```

Instrument # Deed Book 0510 - 695 User Codes:	Assessed Value:	64,600
	Replacement Value:	0
Date Inspected 20180423 At Home	Grade Factor (D)	0.75
	Phys Depr. % (0.000)	0
Initials CW	Dwelling Value:	0
	Commercial	32900
Previous Values		
Bldg	40000	Total Imp. 54,600
Land	10000	Total Land 10,000
Total		Total Prop. 64,600
		Land Use Value

Remarks: _____

SANITATION OFFICER

Upon motion made, seconded and duly passed by the Board that Kenneth Frank Ball of Honaker, Va. be hired as Sanitation Officer under Public Service Employment Program, Title II.

Meeting adjourned.

Aernal Wilson
Clerk of Board

R. W. Dickenson
Chairman

March 3, 1975

At a regular meeting of the Russell County Board of Supervisors held at the Courthouse in Lebanon, Virginia on Monday, March 3, 1975 at 10:00 a.m.

PRESENT: R. W. Dickenson, Chairman
Miles Hillman
R. H. Puckett
Dr. Roy Smith
Robert J. Bobic, Clerk of Board
H. D. Campbell, D. S.

Meeting called to order.

Minutes of meetings of February 3 and 7th were read and approved.

RURAL TRANSPORTATION PLAN

Harold Lindsey appeared before the Board in regard to proposed transportation plan for Cumberland Plateau four county area. Board advised they would study these plans and take under advisement.

AREAWIDE AGENCY FOR AGING
APPALACHIAN AGENCY FOR SENIOR CITIZENS, Inc.

Upon motion made by Herman Puckett, seconded by Roy R. Smith and duly passed by Board that following resolution be adopted:

R E S O L U T I O N

WHEREAS, by earlier resolution, it was resolved to establish an areawide agency on aging known as the Appalachian Agency for Senior Citizens, Inc., and

WHEREAS, it is necessary for the counties party to this agreement to establish the powers, duties, privileges and authority of said agency,

NOW, THEREFORE, BE IT RESOLVED:

(a) That the undersigned counties do hereby establish Articles of Incorporation for a non-stock, not-for-profit corporation known as the Appalachian Agency for Senior Citizens, Inc., said Articles being attached hereto and made a part hereof:

(b) That the duration of the corporation is to be perpetual, unless terminated by the members as set forth hereinafter;

(c) That the corporation shall exercise all powers belonging to, and inherent in, a corporation in the Commonwealth of Virginia, and shall also exercise such powers belonging to or inherent in the undersigned Boards of Supervisors, which may be lawfully delegated by same by virtue of Section 15.1-21, Virginia Code, in order to carry out the purposes of the corporation:

(d) That the purposes of the corporation shall be to exist and function as the official "area agency" for Buchanan, Dickenson, Russell and/or Tazewell Counties and to do all those things permitted and/or required by the Older Americans Act, 42 U.S. Code, Chapter 35, of an "area agency", including planning, execution of services and coordination of services for the four county area;

prohibited by the "Older Americans Act". This will include any and all grants of the "federal" and "state" government, and such funds as members shall donate from time to time or as shall be required of the agency or members for local participation in any "federal" and/or "state" grant.

(f) That the corporation shall be terminated by majority vote of the members upon termination of area agencies under the Older Americans Act or the repeal of that Act. Any property belonging to the corporation at the time of termination shall be divided as equally as possible among all members, and if not equally divisible, then sold, exchanged or assigned to the highest public bidder after sufficient public notice for four weeks, the proceeds to be divided equally among all members. Any provisions herein contrary to Federal or State law shall not be applicable.

(g) That this resolution of agreement shall be effective for each county when executed by the Board of Supervisors for that particular county, pursuant to majority vote.

The Vote was:

Aye: All members

Nay: None

ARTICLES OF INCORPORATION
OF
THE APPALACHIAN AGENCY FOR SENIOR CITIZENS, INC.

This is to certify that we, the undersigned, desire to, and hereby do, associate to incorporate exclusively on a not-for-profit basis under the provisions and subject to the requirements of law of the Commonwealth of Virginia.

ARTICLE I

The name of the corporation shall be the Appalachian Agency for Senior Citizens, Inc.

ARTICLE II

This non-stock, not-for-profit corporation is organized entirely for the purpose of being the official agency for the Counties of Buchanan, Russell and Tazewell, Virginia, to plan, implement and coordinate services pursuant to and as permitted by Chapter 35, Title 42 of the U. S. Code, commonly known as the Older Americans Act, an Act designed to promote, through planning and grants, a higher level of social services for older or senior citizens.

ARTICLE III

The corporation shall be non-stock.

ARTICLE IV

There shall be one class of three members, whose voting rights are restricted as set forth in Article VII hereinafter.

ARTICLE V

The Board of Directors shall consist of 12 individuals. The Boards of Supervisors of each county aforementioned shall choose four members each, initially one member from each county serving a period of three years, two members from each county serving for a period of two years, and one member from each county serving for a period of one year. Thereafter, each newly appointed member shall serve for a period of two years. A director must be a duly qualified elector and taxpayer of the county from which he is chosen. A director may be elected to succeed himself. Any vacancy in the Board of

unexpired term by majority vote of the Board of Supervisors who appointed the resigning, deceased or disabled director.

ARTICLE VI

The Corporation shall purchase and maintain an insurance policy on behalf of any person who is a director or officer of said corporation to protect against any liability or claim asserted against him arising out of his capacity as such, whether or not the corporation has the power to indemnify him against such liability under the provisions of Section 13.1-3.1 of the Code of Virginia.

ARTICLE VII

The corporation may be terminated by majority vote of the members upon the termination of "area agencies" under the Older Americans Act, the termination or repeal of that Act, or the failure of the State Agency on Aging to designate the Corporation as an official area agency. Any property belonging to the Corporation at the time of termination shall be divided as equally as possible among all members, and if not divisible, then sold, exchanged or assigned to the highest public bidder after sufficient public notice for four weeks, and the proceeds divided equally among all members. Any provision herein contrary to Federal or State law shall not be applicable.

ARTICLE VIII

The initial registered office shall be located at the offices of White, Elliott & Bundy Attorneys, Post Office box 600, Flannagan Avenue, Lebanon, Virginia 24266. The initial registered agent shall be James Wm. Elliott, Jr., whose business address is the same as the initial registered office, and who is a resident of Virginia and a member of the Virginia State Bar.

ARTICLE IX

The number of directors constituting the initial Board of Directors shall be 12. They are:

Lawrence Lindsay - Vansant Virginia 24656
 Marie Owens - Vansant, Virginia 24656
 H. M. Thomas - Grundy, Va. 24614
 Grace Woolridge - Oakwood, Virginia 24631
 Ruth Adkins - Cedar Bluff, Virginia 24609
 Paul Brown - Honaker, Virginia 24260
 Dewey Gain - Dante, Virginia 24237
 Charles McFarlane - Lebanon, Virginia 24266

ARTICLE X

The corporation shall be of perpetual duration, unless terminated as set forth by a majority vote of the members hereof.

ARTICLE XI

The number of directors may only be changed by amendment to the Articles of Incorporation.

SCHOOL BOARD

Upon motion made by Herman Puckett, seconded by Miles Hillman and duly passed the following resolution was adopted:

R E S O L U T I O N

WHEREAS, the 1974-75 School Operation Budget reflects a 40% increase over the 1973-74 school budget for purpose of purchasing fuel for Russell County Schools; and

WHEREAS, the fuel cost through March 3, has exceeded the total 1974-75 budget appropriations by \$22,662.74; and

WHEREAS, it is anticipated that additional fuel will be purchased before the end of the 1974-75 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the Russell County School Board requests permission of the Board of Supervisors to make transfer of appropriations in the amount of \$9,000.00 from Summer School 17h and \$21,000.00 from School Food Services 17e to Operation of School Plant 17f1.

BE IT FURTHER RESOLVED, that the County School Operations Budget appropriation be changed as follows:

17a Administration	\$ 116,592.00
17b1 Instruction	3,737,020.00
17b3 Other Instructional costs	539,182.00
17c Attendance & Health Services	99,660.00
17d1 Pupil Transportation Services	381,698.00
17d2 Replacement Transp. Vehicles	59,844.00
17e School Food Services	529,000.00
17f1 Operation of School Plant	384,151.00
17f2 Maintenance of School Plant	162,495.00
17g Fixed Charges	128,955.00
17h Summer School	16,850.00
17i Adult Education	63,171.00
17j Other Educational Programs	15,000.00
	<u>\$6,233,618.00</u>

The Vote was:

Aye: All members.
Nay: None

RUSSELL COUNTY SCHOOL BOARD

Upon Motion made, seconded and duly passed by Board that following resolution be adopted:

R E S O L U T I O N.

WHEREAS, under the County Board form of Government, the Russell County Board of Supervisors has the absolute power to appoint the County School Board members; and

WHEREAS, under both State law and the Russell County School Board regulations, it was always understood that after the "AT LARGE" Supervisor had been elected that additional members of the School Board would be appointed; and

WHEREAS, acting under the authority of Section 22-61 of the 1950 Code of Virginia, as amended, the Russell County Board of Supervisors did appoint Clyde Bostic and Clyde Grizzle to the Russell County School Board on June 21, 1974; and

WHEREAS, two of the members of the Russell County School Board have deliberately flaunted the decision of the duly elected representatives of Russell County by refusing to allow the said Bostic and Grizzle to take their seats and to have their votes counted on the Russell County School Board and have thereby caused millions of dollars of Russell County tax funds to be spent without proper legal sanction; and

SCHOOL BOARD

Upon motion made by Herman Puckett, seconded by Miles Hillman and duly passed the following resolution was adopted:

R E S O L U T I O N

WHEREAS, the 1974-75 School Operation Budget reflects a 40% increase over the 1973-74 school budget for purpose of purchasing fuel for Russell County Schools; and

WHEREAS, the fuel cost through March 3, has exceeded the total 1974-75 budget appropriations by \$22,662.74; and

WHEREAS, it is anticipated that additional fuel will be purchased before the end of the 1974-75 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the Russell County School Board requests permission of the Board of Supervisors to make transfer of appropriations in the amount of \$9,000.00 from Summer School 17h and \$21,000.00 from School Food Services 17e to Operation of School Plant 17f1.

BE IT FURTHER RESOLVED, that the County School Operations Budget appropriation be changed as follows:

17a Administration	\$ 116,592.00
17b1 Instruction	3,737,020.00
17b3 Other Instructional costs	539,182.00
17c Attendance & Health Services	99,660.00
17d1 Pupil Transportation Services	381,698.00
17d2 Replacement Transp. Vehicles	59,844.00
17e School Food Services	529,000.00
17f1 Operation of School Plant	384,151.00
17f2 Maintenance of School Plant	162,495.00
17g Fixed Charges	128,955.00
17h Summer School	16,850.00
17i Adult Education	63,171.00
17j Other Educational Programs	15,000.00
	<hr/>
	\$6,233,618.00

The Vote was:

Aye: All members
Nay: None

RUSSELL COUNTY SCHOOL BOARD

Upon Motion made, seconded and duly passed by Board that following resolution be adopted:

R E S O L U T I O N.

WHEREAS, under the County Board form of Government, the Russell County Board of Supervisors has the absolute power to appoint the County School Board members; and

WHEREAS, under both State law and the Russell County School Board regulations, it was always understood that after the "AT LARGE" Supervisor had been elected that additional members of the School Board would be appointed; and

WHEREAS, acting under the authority of Section 22-61 of the 1950 Code of Virginia, as amended, the Russell County Board of Supervisors did appoint Clyde Bostic and Clyde Grizzle to the Russell County School Board on June 21, 1974; and

WHEREAS, two of the members of the Russell County School Board have deliberately flaunted the decision of the duly elected representatives of Russell County by refusing to allow the said Bostic and Grizzle to take their seats and to have their votes counted on the Russell County School Board and have thereby caused millions of dollars of Russell County tax funds to be spent without proper legal sanction; and

have accomplished the above by holding illegal meetings and electing illegal chairman in violation of Virginia law and Russell County School regulations; and

WHEREAS, this Board has, after an exhaustive study, concluded that there is much mismanagement and waste and politics in the Russell County School System;

NOW, THEREFORE, BE IT RESOLVED by the Russell County Board of Supervisors that henceforth no tax funds of this County over \$25.00 shall be expended by or for the Russell County School System or any program under its jurisdiction unless it be paid by check countersigned by the Russell County Administrator; and

BE IT FURTHER RESOLVED, that the Russell County Administrator is hereby ordered not to countersign any such check without first receiving the contract, order, or invoice upon which the expenditure is based signed by no less than three of the five members of the Russell County School Board as approving the same; and

BE IT FURTHER RESOLVED, that subject to the laws of Virginia, anyone signing any such check over \$25.00 from Russell County funds for any School Board expense without a copy of such signed contract or invoice shall be held personally liable for the same and the Commonwealth's Attorney (with the help of the law firm of Smith, Robinson and Vinyard if necessary) is hereby instructed to take any and all legal proceedings to regain any sums spent or paid in violation of this resolution.

The only EXCEPTION to this resolution shall be checks to teachers bus drivers, maintenance personnel, cafeteria workers, and other school personnel hired for the 1974-75 school year paid for salary under their contracts. Such salary checks may be paid without the contracts but they must nevertheless be signed by the County Administrator.

The Vote was:

Aye: Dr. Roy Smith, Miles Hillman and R. W. Dickenson

Herman Puckett abstained from voting.

TOWN HALL BUILDING

Richard Cozzolino, Town Manager appeared before the Board with regard to negotiating sale of old town hall building to the County. The purchase price asked was \$22,500.00 plus seven year free lease for ground floor section to be used by Fire Department as now being occupied.

Board advised they would consider said offer and advise of their decision by Thursday of this week.

RUSSELL COUNTY WATER & SEWER AUTHORITY

Upon motion made, seconded and duly passed by the Board that the following named be and hereby is appointed to the Russell County Water and Sewer Authority Committee for a three year term to run from 3-6-75 thru 3-6-78:

1. John Minahan
2. Fred Phillips
3. E. D. Hilton
4. H. B. Compton
5. Stan Banner (replacing Jack Milton).

COSTS RELATING TO CANNERIES TO
BE PAID FROM REVENUE SHARING

Upon motion made, seconded and duly passed by Board that W. W. Barrett, Treasurer, be and hereby is directed to pay to Beeson & Beeson, Architects, Charles R. Day, Associate, the amount of \$6,371.40 as architect's fee and to pay to J. G. Adams Builders, Inc., \$8,802.18 which said amount being due in accordance with Certificate for payment no. 1 with regard to work completed by J. G. Adams, Builders, Inc. on Castlewood and Honaker Canneries, less retainage of 10%. Said payments to be charged to Revenue Sharing account.

The Vote was:

Aye: All members.

Nay: None

LEBANON INSURANCE AGENCY

Upon motion made, seconded and duly passed that warrants be issued in payment of premiums due for policy no. SMP 398176 with USF & G \$1492.00, this being second installment and policy no. 5XL 16 311 LMC Boiler & Machinery policy - three year term \$259.00; and plicy OPJ 38934 USF & G Workmen's Compensation \$1847.00.

It is further resolved that coverage on Dante Community Center be added to coverage if not already insured.

The Vote was:

Aye: All members

Nay: None

DANTE COMMUNITY CENTER

Mr. Gene Hilton appeared before the Board with regard to materials needed to get Dante Community Center into operating condition and to get ramp constructed at building, the Board, upon motion made by Herman Puckett, seconded by Dr. Roy Smith and duly passed Robert J. Bobic, County Administrator, be authorized to work with Mr. Hilton in purchasing needed equipment for Center, and also authorize Jerry Ingle to construct ramp at labor bid of \$710.00.

BILLS APPROVED

Upon motion made, seconded and duly passed that bills, as presented, be and hereby are approved for payment.

SWORDS CREEK COMMUNITY CENTER

Upon motion made, seconded and duly passed that Robert J. Bobic, County Administrator be and he hereby is authorized to work with personnel of Swords Creek Community Center with regard to purchasing needed furnishings and materials to repair said building.

RUSSELL COUNTY EDUCATION ASSOCIATION

Cheryl Wallace, representing Russell County Education Association appeared before Board and presented signed petitions from teachers of each County school asking that when considering 75-76 budget that county pay 100% of health insurance coverage; 12% cost of living expenses and relief from duty thru teacher aids of at least one period each day. Mrs. Wallace state that health insurance coverage was first priority and that several Insurance Companies had been saked to present bids for said group coverage.

HIGHWAY DEPARTMENT

Upon motion made, seconded and duly passed that following resolution be adopted:

R E S O L U T I O N

WHEREAS, Secondary Route 637, from Int. Rte. 624 to 0.07 MS Rte. 803, a distance of 0.10 miles, has been altered, and a new road has been constructed and approved by the State Highway Commissioner, which new road serves the same citizens as the road so altered; and

WHEREAS, certain sections of this new road follow new locations, these being shown on the attached sketch titled, "Changes in Secondary System Due to Relocation and Construction on Route 637, Budget Item 0637-6054 dated at Lebanon, Virginia February 24, 1975.

NOW, THEREFORE, BE IT RESOLVED: That the portions of Secondary Route 637, i.e., Section 4 and 5, shown in red on the sketch titled, "Changes in Secondary System Due to Relocation and Construction on Route 637, Budget Item 0637-6054, dated at Lebanon, Virginia February 24, 1975", a total distance of 0.10 miles, be and hereby is, added to the Secondary System of State Highways, pursuant to Section 33.1-229 of the Code of Virginia of 1950, as amended;

AND FURTHER, that the State Highway Commission be requested to take necessary action to discontinue the sections of old location, i.e., Section 2 and 3, shown in yellow on the aforementioned sketch, a total distance of 0.07 miles, as a part of the secondary System of State Highways as provided in Section 33.1-150 of the Code of Virginia of 1950, as amended.

HIGHWAY DEPARTMENT

Upon motion made, seconded and duly passed by Board that following resolution be adopted:

R E S O L U T I O N

WHEREAS, Secondary Route 803, from Original Rte. 637, to new location Rte. 637, a distance of 0.04 miles has been altered, and a new road has been constructed and approved by the State Highway Commissioner, which new road serves the same citizens as the road so altered; and

WHEREAS, certain sections of this new road follow new locations, these being shown on the attached sketch titled, "Changes in Secondary System Due to Relocation and Construction on Route 803, Budget Item 0637-6054 dated at Lebanon, Virginia February 24, 1975."

And further, that the State Highway Commission be requested to take the necessary action to discontinue the sections of old location, i.e., Sections 6, shown in yellow on the aforementioned sketch, a total distance of 0.04 miles, as a part of the Secondary System of State Highways as provided in Section 33.1-150 of the Code of Virginia of 1950, as amended.

HIGHWAY DEPARTMENT

Upon motion made, seconded and duly passed by the Board that the following resolution be adopted:

R E S O L U T I O N

WHEREAS, Secondary Route 636, from Int. Rte. 633, to 0.22 miles S.E. Rt. 633, a distance of 0.22 miles, has been altered and a new road has been

WHEREAS, certain sections of this new road follow new locations, these being shown on the attached sketch titled, "Changes in Secondary System Due to Relocation and Construction on Route 636, Project 0636-083-133, G501 dated at Richmond, Virginia 2-20-75."

NOW, THEREFORE, BE IT RESOLVED: That the portions of Secondary Route 636 i.e, section 2, shown in red on the sketch titled, "Changes in Secondary System Due to Relocation and Construction on Route 636, Project 0636-083-133, G501, dated at Richmond, Virginia 2-20-75", a total distance of 0.443 miles, be and hereby is, added to the Secondary System of State Highways, pursuant to Section 33.1-229 of the Code of Virginia of 1950, as amended.

And further, that the sections of old location, i.e., Section 3, shown in blue on the aforementioned sketch, a total distance of 0.14 miles, be, and the same hereby is abandoned as a public road, pursuant to Section 33.1-155 of the Code of Virginia of 1950, as amended.

1975 National Wildlife Week Proclamation

Upon motion made, seconded and duly passed that the following resolution be adopted:.

R E S O L U T I O N

WHEREAS, the Wildlife bestowed by Nature upon our world has ever been a source of beauty, inspiration and enjoyment to the people of Russell County; and,

WHEREAS, this same wildlife brings many other benefits to man and his civilization; and

WHEREAS, many forms of wildlife are prospering, many others need our help; and

WHEREAS, citizen concern is always needed, to foster and perpetuate conditions enhancing survival of wildlife; and

WHEREAS, the preservation of wildlife habitat is the single most important factor in wildlife conservation; and.

WHEREAS, the period March 16 -22, 1975 has been designated as a special time for expression of concern for wildlife habitat; now, therefore,

BE IT RESOLVED, that the Board of Supervisors of Russell County do hereby join the National Wildlife Federation in proclaiming March 16 - 22, 1975, as National Wildlife Week, urging our citizenry to affirm with the Federation that "We Care About Wildlife Habitat."

Meeting adjourned.

Robert J. Bobic
Clerk of Board

R. W. Dickenson
Chairman

MARCH 6, 1975

At a called meeting of the Russell County Board of Supervisors held at Courthouse in Lebanon, Va. on March 6, 1975.

PRESENT: R. W. Dickenson, Chairman
Miles Hillman
R. H. Puckett
DR. Roy Smith
Robert J. Bobic, Clerk of Board
Frank Norris, Resident Engineer - Dept. of Highways

Meeting called to order.

RUSSELL COUNTY SCHOOL BOARD

Upon motion made by Miles Hillman, seconded by Roy Smith and duly passed by Board that following resolution be adopted:

R E S O L U T I O N

WHEREAS, \$614,400 was appropriated in the 1974-75 Capital Outlay Budget for the construction of the Russell County Vocational School addition; and

WHEREAS, payments in the amount of \$578,742.44 have been made as of February 3, 1975; and

WHEREAS, Click Construction Company representative has estimated that as of June 30, 1975, they will have completed and billed the Russell County School Board for an additional \$575,000. in excess of the \$614,400. originally budgeted; and

WHEREAS, appropriations from the Board of Supervisors are insufficient to make full payment for the additional \$575,000. and construction cannot continue without said appropriation; and

WHEREAS, \$75,000 of the required \$149,500 local matching money is available and can be transferred from the County School Operating Budget.

NOW, THEREFORE BE IT RESOLVED, that because of the aforementioned reasons, the Russell County School Board respectfully requests that the Russell County Board of Supervisors increase the Capital Outlay Budget appropriations by \$288,461 thus increasing the Capital Outlay Budget total from \$1,225,307 to \$1,513,768.

BE IT FURTHER RESOLVED, that the School Board requests that \$75,000. be transferred from the County School Operating Fund to the Capital Outlay and Debt Service Fund in order that construction may continue on the Russell County Vocational School addition.

The Vote was:

Aye: R. W. Dickenson, Miles Hillman and Roy Smith

R. H. Puckett not present

ANNUAL ROAD MEETING

The annual road meeting of representative of the Department of Highways with the Board of Supervisors and the citizens, same having been advertised as required by statute, Mr. Frank Norris, Resident Engineer for the Department of Highways for Russell County, met with the Board and discussed with the Board and citizens present, the plans and proposals for the expenditure of the Secondary Road Funds allocated to Russell County for the fiscal year beginning July 1, 1975, after which discussion the members of the Board of Supervisors agreed to submit their recommendations in order of priority at a later date.

Meeting adjourned.

Robert J. Barber
Clerk of Board

R. W. Dickenson
Chairman

MARCH 14, 1975

At an adjourned meeting of the Russell County Board of Supervisors on Friday the 14th day of March, 1975, held at the Courthouse in Lebanon, Virginia at 10:00 a.m.

PRESENT: R. W. Dickenson, Chairman
Miles Hillman
Dr. Roy Smith

Upon motion made, seconded and duly passed by the Board that the following resolution be adopted:

R E S O L U T I O N

WHEREAS, the Russell County Board of Supervisors has had a suit filed against it by Harold Mitchell and C. B. Yates alleging to be a majority of the Russell County School Board; and

WHEREAS, S. Strother Smith, III, of the law firm of Smith, Robinson & Vinyard, is an Attorney who is especially knowledgeable about Virginia School Law and especially with the situation in Russell County; and,

WHEREAS, the Commonwealth's Attorney of Russell County is heavily overburdened with the criminal docket of Russell County;

THEREFORE, BE IT RESOLVED, that the Commonwealth's Attorney is hereby directed to retain the assistance of the law firm of Smith, Robinson & Vinyard to draw all pleadings and to assist in the arguing of said litigation, at an hourly rate of \$45.00 per hour, plus their expenses, as invoiced on a monthly basis, which fees, the County Administrator is hereby directed to pay.

The Vote was:

Aye: R. W. Dickenson, Miles Hillman and Dr. Roy R. Smith

R. H. Puckett not present.

Meeting adjourned .

Robert J. Bobic
Clerk of Board

R. W. Dickenson
Chairman

APRIL 7, 1975

At a regular meeting of the Russell County Board of Supervisors held at the Courthouse in Lebanon on April 7, 1975, at 10:00 a.m.

PRESENT: R. W. Dickenson, Chairman
R. H. Puckett
Miles Hillman
Dr. Roy R. Smith
H. D. Campbell, D. S.
R. J. Bobic, Clerk of Board

Meeting called to order.

Minutes of meetings of March 3, March 6, and March 14, were read and approved.

LEBANON TOWN HALL

Upon motion made, seconded and duly passed by the Board that Town of Lebanon be made the following offer with regard to purchasing the building located at the back of the courthouse formerly used by town offices:

1. \$15,000.00 purchase price with five year free lease reserved for use by Fire Department of lower section of building as now occupied by said Fire Department; or

COMMON

DEPARTMENT OF HIGHWAYS

April 7, 1975

Secondary System
Addition
Russell County

Board of Supervisors of Russell County
Castlewood, Virginia 24224

Gentlemen:

As requested in resolution by your Board on March 3, 1975, the following addition to the Secondary System of Russell County is hereby approved, effective April 7, 1975.

ADDITION

LENGTH

Sections 4 and 5 of new location Rte. 637
from Int. Rte. 624 to 0.07 M. S. Rt. 803.

0.10 MI.

Also Disc (R 803)

" " (R 637)

Sincerely,

J. E. Harwood, Deputy Commissioner
and Chief Engineer

0.104

0.104

(R 637) 0.07 M. S. (1/9/75)

Copies:

- Mr. A. S. Mattox
- Mr. J. P. Mills, Jr.
- Mr. A. S. Brown
- Mr. J. F. Turner
- Mr. L. H. Dawson, Jr.
- Mr. Frank Norris - Lebanon

-0.104

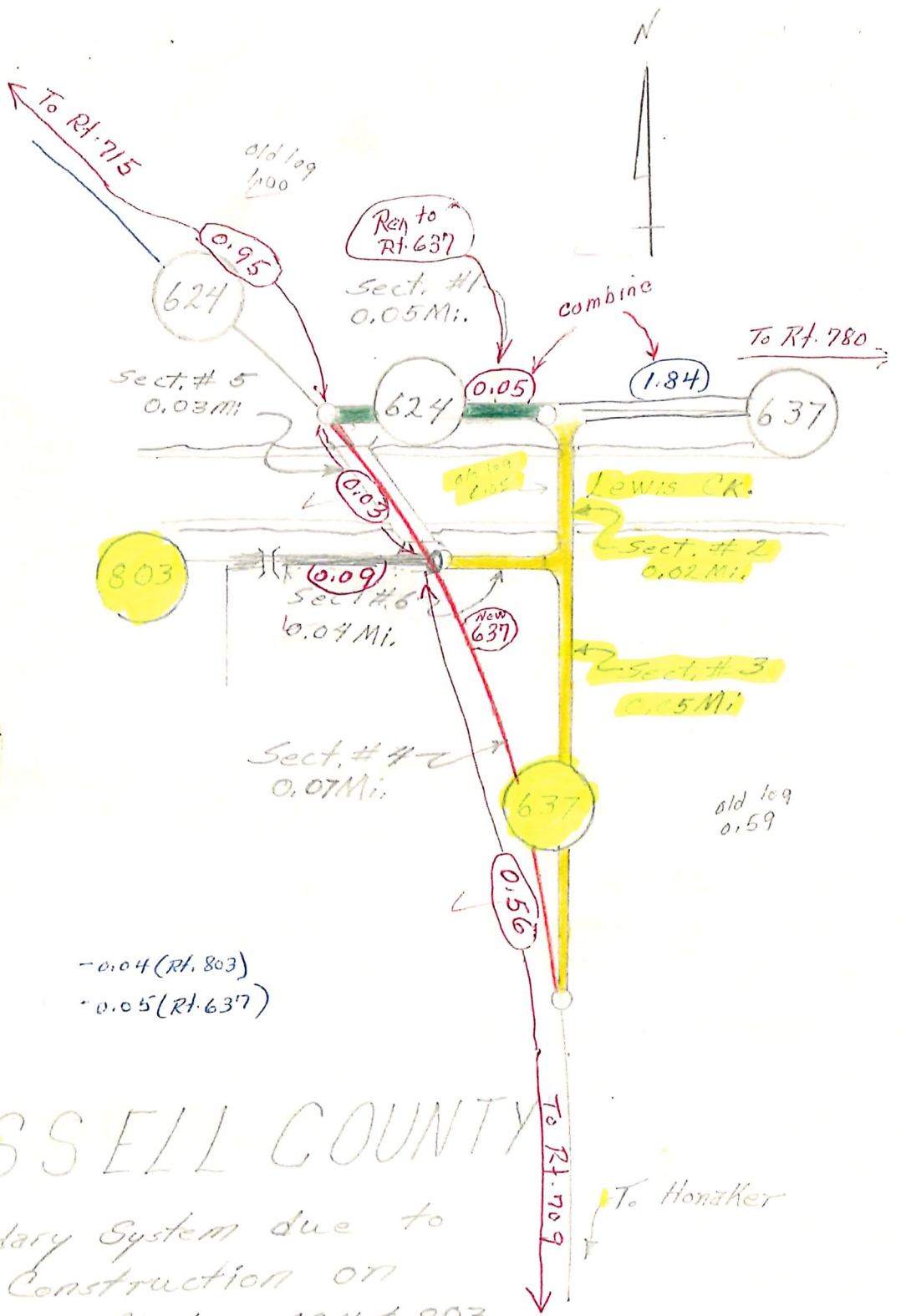
MAP REVISED BY APR 14 1975

CHECKED BY

RECORDED

117911

Plotted on photo 242 (incl. 1-189)



RUSSELL COUNTY

Changes in Secondary System due to Relocation and Construction on Route 637 at Int. Routes 624 & 803

- Section of old location to be abandoned - 0.00
 - Section of old location to be discontinued - Handled separately
 - Section of new location to be added to Secondary Sy
 - Section of Original Rte, 624 To be Renumbered Rte. 637
- Office of The Resident Engineer Lebanon, Va. 2-24-75



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-1
Presenter: Chairperson

Meeting: 8/2/21 6:00 PM

Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of July 12, 2021**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

July 12, 2021

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, July 12, 2021, beginning Executive (closed) Session at 5:00 pm followed by the regular monthly 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
David Eaton
Steve Breeding
Rebecca Dye
Oris Christian

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

Absent:

Carl Rhea

EXECUTIVE (CLOSED) SESSION

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to enter into Executive Session to discuss legal matters, contractual and personnel pursuant to Section 2.2-3711(A)(1)(3)(5)(7)(8).

The vote was:

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

Nay: None

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

APPROVAL TO RETURN TO REGULAR SESSION

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

The vote was:

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

APPROVAL OF THE AGENDA

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

The vote was:

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

Nay: None

Presentations

Tim Prater, Clinch Independent Living Services gave an overview of what his organization does and how they assist the citizens of Russell County.

New Business

APPROVAL OF THE JUNE 07, 2021 MINUTES

Motion made by Lou Wallace, second David Eaton and duly approved by the Board of Supervisors to approve the June 07, 2021 minutes as presented and dispense with the reading thereof.

The vote was:

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

Nay: None

APPROVAL OF THE JUNE 17, 2021 MINUTES

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the June 17, 2021 minutes as presented and dispense with the reading thereof.

The vote was:

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

Nay: None

APPROVAL OF GENERAL COUNTY INVOICES

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$749,313.29, including reoccurring and withholdings.

The vote was:

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

Nay: None

Committee Appointments

APPROVAL TO AMEND THE AGENDA

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to amend the agenda to include discussion on board and committee appointments.

The vote was:

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

Nay: None

County Attorney Katie Patton discussed changes that would need to take place for the board members to have equal representation on county boards and committees.

APPROVAL TO SUSPEND THE BYLAWS UPON THE NOTICE OF THE REQUIREMENT ON THE AMENDMENT

Motion made by Steve Breeding, second Tim Lovelace to suspend the county bylaws upon notification of the requirement on the amendment.

The vote was:

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

Nay: None

MOTION FOR EQUAL REPRESENTATION ON COUNTY BOARDS AND COMMITTEES

Motion made by Steve Breeding, second Tim Lovelace and duly approved by the Board of Supervisors concerning all Russell County committees, authorities, or boards where the applicable Articles and/or By-Laws (of that board, authority, or committee) does not specify a number of members, that the number of members on those boards, authorities, or committees be set at the number of elected members of the Russell County Board of Supervisors. And, that one appointment to each respective board, authority, or committee be made by each Supervisor from the citizens residing in the Voting District that the Supervisor represents. And, in the case of the Supervisor At Large, said Supervisor At Large may make appointments from any citizen of Russell County. And, that on any boards, authorities, or committees where the number of members required is larger than the number of members of the Russell County Board of Supervisors, that each Board of Supervisor will have one appointment to that board, authority, or committee from the voting district that each Supervisor represents and the remaining number of required members of the board, authority, or committee will be appointed as specified in their Articles or By-Laws, or by any applicable legislation associated with that board, committee, or authority or by general nomination and election by the entire Board of Supervisors from any citizen of Russell County. And that on any boards, authorities, or committees where the number of members required is smaller than the number of members of the Russell County Board of Supervisors, that those members will be appointed by general nomination and election by the entire Board of Supervisors from any citizen of Russell County pending approval by legal counsel.

The vote was:

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

Nay: None

APPROVAL TO TABLE COMMITTEE AND BOARD APPOINTMENTS

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to table all the appointments listed on the July 12, 2021 agenda.

The vote was:

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

Nay: None

Citizens Comment

The Chair opened citizens comment period.

Kelly M. Delph, RCPL presented the quarterly report for the library.

Amanda Thomas, representing Star Ministries outlined what services the non-profit provides for Russell County. **She stated that they needed a building for the ministry.**

Michelle Vance, Castlewood commented that Star Ministries provides a lot of assistance to the county citizens.

The Chair closed citizens comment period.

County Attorney Reports and Requests

Katie Patton, County Attorney discussed several issues that included Continuity of Government Ordinance, Project Jonah, Sun Disposal Site, Cleveland School, Givens School, and the opioid litigation.

CANCELLATION OF THE EMERGENCY CONTINUITY OF GOVERNMENT ORDINANCE

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to cancel the Emergency Continuity of Government Services Ordinance effective immediately.

The vote was:

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

Nay: None

The Chairperson appointed Rebecca Dye and Tim Lovelace to a committee to review Project Jonah requests for qualifications.

APPROVAL OF SUN DISPOSAL SITE PURCHASE

Motion made by Lou Wallace, second Oris Christian and duly approved by the Board of Supervisors to approve the Sun Disposal Site Purchase with modifications.

The vote was:

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

Nay: None

PUBLIC HEARING TO BE HELD ON AUGUST 02, 2021 ON THE CLEVELAND SCHOOL PROPERTY

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to hold a public hearing on the Cleveland School Property Monday, August 02, 2021 at 6:00 pm.

The vote was:

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

Nay: None

PUBLIC HEARING TO BE HELD ON AUGUST 02, 2021 ON THE GIVENS SCHOOL LEASE

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to hold a public hearing on the Givens School Lease on Monday, August 02, 2021, at 6:00 pm.

The vote was:

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

Nay: None

County Administrator Reports & Requests

APPROVAL TO MOVE FORWARD WITH OPIOID LITIGATION

Motion made by Lou Wallace, second David Eaton and duly approved by the Board of Supervisors to allow counsel to vote “yes” and move forward with the opioid litigation.

The vote was:

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

Nay: None

APPROVAL OF A RESOLUTION TO NAME A RTE. 58 LOCATION THE SFC FRED TAYLOR HIGHWAY

Motion made by Lou Wallace, second Oris Christian and duly approved by the Board of Supervisors to approve a Resolution supporting Sergeant First Class Fred Taylor, U.S. Army Special Forces (Green Berets) – Naming of Rte. 58 Location at the Castlewood U.S. Post Office as the “SFC Fred Taylor Memorial Highway”.

The vote was:

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

Nay: None

APPROVAL OF A CDBG GRANT FOR THE BELFAST WATERLINE EXTENSION PROJECT, PHASE 3

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a Virginia CDBG Grant for the Belfast Waterline Extension Project, Phase 3.

The vote was:

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

Nay: None

MOTION TO APPROVE THE INNOVATION STARLINK BROADBAND CONTRACT

Motion made by Lou Wallace, second Oris Christian to approve the Innovation Starlink broadband contract.

The vote was:

Aye: Lou Wallace and Oris Christian

Nay: Steve Breeding, David Eaton, Rebecca Dye and Tim Lovelace

MOTION FAILED.

APPROVAL TO EXPEND AMERICAN RESCUE ACT PLAN FUNDS

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve the expending of American Rescue Plan Act funds for fire departments, rescue squads, fire hydrants, food pantries, public library, and sheriff’s department.

The vote was:

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

Nay: None

PUBLIC HEARING TO BE HELD ON VDOT RTE.637 DISCONTINUED BRIDGE

Motion made by David Eaton, second Steve Breeding to hold a public hearing on Monday, August 02, 2021, on a VDOT Rte. 637 Discontinued bridge- prescriptive easement right of way – 30-foot width & 0.02- mile length.

The vote was:

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

Nay: None

AUTHORIZATION TO HIRE A PART TIME EMERGENCY MANAGEMENT COORDINATOR

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to authorize the County Administrator to hire a part time emergency management coordinator.

The vote was:

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

Nay: Oris Christian

RUSSELL COUNTY TOURISM COORDINATOR RESIGNATION ACCEPTED

Motion made by David Eaton, second Lou Wallace and duly approved by the Board of Supervisors to accept the resignation Russell County Tourism Coordinator Heather Powers effective July 06, 2021.

The vote was:

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

Nay: None

APPROVAL OF A TRAVEL REQUEST FOR THE COMMISSIONER OF THE REVENUE DEPARTMENT

Motion made by David Eaton, second Lou Wallace and duly approved by the Board of Supervisors a travel request from the Commissioner of the Revenue Department.

The vote was:

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

Nay: None

APPROVAL OF A VCEDA ECONOMIC DEVELOPMENT AUTHORITY RESOLUTION

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors approve a Virginia Coalfield Economic Development Authority Resolution concerning Virginia's General Assembly 2021 Commission.

The vote was:

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

Nay: None

Abstain: Oris Christian

APPROVAL TO HIRE A FULL TIME SOLID WASTE TRUCK DRIVER

Motion made by David Eaton, Lou Wallace and duly approved by the Board of Supervisors to hire a full-time solid waste truck driver.

The vote was:

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

Nay: None

APPROVAL TO REQUIRE MONTHLY REPORTS FROM THE RUSSELL COUNTY SCHOOL SYSTEM AND THE DEPARTMENT OF SOCIAL SERVICES

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to instruct the County Administrator to require detailed written monthly reports of expenditures of the previous month from the Russell County School System and the Russell County Department of Social Services. This is not intended to hold up disbursements of the already allocated funds, but to have a better understanding of how and when those allocated funds are spent throughout the budget year. As allowed in last paragraph on page 3 of the recently passed Russell County Budget Resolution for the budget year beginning July 1, 2021, and ending June 30, 2022, which states; "In addition, the County Administrator may require written reports on how previous allocation(s) was/were spent before any further disbursements are made".

The vote was:

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

Nay: None

Abstain: Rebecca Dye

MOTION TO ADJOURN

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

The vote was:

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

Nay: None

Clerk of the Board

Chairperson



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-2
Presenter: Chairperson

Meeting: 8/2/21 6:00 PM

Approval of Expenditures

Request approval of the County's July 2021 Monthly Expenditures:

STAFF RECOMMENDATION(s):

County's July 2021 Monthly Expenditures are in compliance with budget and operational services.

SUGGESTED MOTION(s):

Motion to approve County's July 2021 Monthly Expenditures.

ATTACHMENTS:

- July 2021 Monthly Expenditures

DUE DATE	INV. DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
8/02/2021	7/15/2021	002615 A&A ENTERPRISES	72634		451.00	451.00	4100-031020-5410-	-
8/02/2021	8/02/2021	002615 A&A ENTERPRISES	72636	36	30.00	30.00	4100-031020-5410-	-
					481.00	481.00 *		
8/02/2021	7/20/2021	004568 ADDINGTON OIL C	114434		640.00	640.00	4100-042400-5408-	-
					640.00	640.00 *		
8/02/2021	7/14/2021	002623 ADVANCED MAILIN	156295		260.46	260.46	4100-012010-3005-	-
					260.46	260.46 *		
8/02/2021	7/07/2021	003845 ALSCO	LROA1000757		35.48	35.48	4100-072010-3008-	-
8/02/2021	7/14/2021	003845 ALSCO	LRO1001641		35.48	35.48	4100-072010-3008-	-
8/02/2021	7/21/2021	003845 ALSCO	LROA1002567		35.48	35.48	4100-072010-3008-	-
					106.44	106.44 *		
8/02/2021	6/28/2021	003754 AMAZON	435478634879	10	16.97	16.97	4100-073010-5411-	-
8/02/2021	6/24/2021	003754 AMAZON	444394475738	10	159.92	159.92	4100-073010-5411-	-
8/02/2021	6/29/2021	003754 AMAZON	445958664393	10	100.15	100.15	4100-073010-5411-	-
8/02/2021	6/30/2021	003754 AMAZON	447535893585	10	44.99	44.99	4100-073010-5414-	-
8/02/2021	6/28/2021	003754 AMAZON	454648979753	10	27.00	27.00	4100-073010-5411-	-
8/02/2021	7/09/2021	003754 AMAZON	497436747576	10	164.99	164.99	4100-073010-5414-	-
8/02/2021	6/30/2021	003754 AMAZON	549337635476	10	160.75	160.75	4100-073010-5411-	-
8/02/2021	6/30/2021	003754 AMAZON	584487748684	10	70.00	70.00	4100-073010-5414-	-
8/02/2021	6/30/2021	003754 AMAZON	695666959696	10	374.27	374.27	4100-073010-5414-	-
8/02/2021	7/17/2021	003754 AMAZON	764844346877	10	44.97	44.97	4100-073010-5411-	-
8/02/2021	6/30/2021	003754 AMAZON	778843379745	10	19.99	19.99	4100-073010-5411-	-
8/02/2021	6/30/2021	003754 AMAZON	784386333955	10	19.98	19.98	4100-073010-5411-	-
8/02/2021	7/14/2021	003754 AMAZON	859445584664	10	22.36	22.36	4100-073010-5401-	-
8/02/2021	6/28/2021	003754 AMAZON	865543959973	10	23.87	23.87	4100-073010-5411-	-
8/02/2021	7/06/2021	003754 AMAZON	875394753754	10	65.97	65.97	4100-073010-5411-	-
8/02/2021	6/28/2021	003754 AMAZON	883358969843	10	77.88	77.88	4100-073010-5411-	-
					1,394.06	1,394.06 *		
8/02/2021	7/19/2021	003103 AUTO MOTION SER	17272		484.96	484.96	4100-043020-5408-	-
					484.96	484.96 *		
8/02/2021	7/16/2021	001225 BAI MUNICIPAL S	ESD2021-37		5,094.00	5,094.00	4100-012130-3005-	-
					5,094.00	5,094.00 *		
8/02/2021	6/22/2021	000007 BAKER & TAYLOR	5017004684	10	32.61	32.61	4100-073010-5411-	-
8/02/2021	6/22/2021	000007 BAKER & TAYLOR	5017004685	10	41.25	41.25	4100-073010-5411-	-
8/02/2021	6/30/2021	000007 BAKER & TAYLOR	5017022005	10	17.39	17.39	4100-073010-5411-	-
8/02/2021	6/30/2021	000007 BAKER & TAYLOR	50170220069	10	49.46	49.46	4100-073010-5411-	-
8/02/2021	6/30/2021	000007 BAKER & TAYLOR	5017022007	10	15.76	15.76	4100-073010-5411-	-
8/02/2021	7/12/2021	000007 BAKER & TAYLOR	5017041570	10	31.42	31.42	4100-073010-5411-	-
8/02/2021	7/12/2021	000007 BAKER & TAYLOR	5017041571	10	31.42	31.42	4100-073010-5411-	-
8/02/2021	7/12/2021	000007 BAKER & TAYLOR	50170415752	10	30.49	30.49	4100-073010-5411-	-
8/02/2021	7/19/2021	000007 BAKER & TAYLOR	5017058287	10	15.77	15.77	4100-073010-5411-	-
8/02/2021	7/19/2021	000007 BAKER & TAYLOR	5017058288	10	30.43	30.43	4100-073010-5411-	-
8/02/2021	7/19/2021	000007 BAKER & TAYLOR	5017068965	10	33.12	33.12	4100-073010-5411-	-
8/02/2021	7/19/2021	000007 BAKER & TAYLOR	5017068966	10	15.76	15.76	4100-073010-5411-	-
					344.88	344.88 *		
8/02/2021	5/26/2021	004789 BLACKSTONE PUBL	1229478	10	63.92	63.92	4100-073010-5411-	-
8/02/2021	6/04/2021	004789 BLACKSTONE PUBL	1231720	10	63.92	63.92	4100-073010-5411-	-
					127.84	127.84 *		
8/02/2021	6/30/2021	000052 BLEVINS SEPTIC	35317		510.00	510.00	4100-042010-5413-	-
					510.00	510.00 *		
8/02/2021	7/09/2021	003773 BLUE WOLF SALES	HS1673058		269.80	269.80	4100-031020-5408-	-
					269.80	269.80 *		
8/02/2021	7/13/2021	000092 BONANZA RESTAUR	665238		164.00	164.00	4100-011010-5413-	-
					164.00	164.00 *		
8/02/2021	8/02/2021	004176 CARTER MISSY	REIMBURSE		52.51	52.51	4100-022010-5415-	-
					52.51	52.51 *		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
8/02/2021	7/01/2021	002337 CASKIE GRAPHICS	34975		492.86	492.86	4100-021060-3006-	- -
					492.86	492.86 *		
8/02/2021	7/15/2021	004450 CINTAS CORPORAT	1090070106		94.05	94.05	4100-012010-5401-	- -
8/02/2021	7/08/2021	004450 CINTAS CORPORAT	4089352731		38.72	38.72	4100-043020-3008-	- -
8/02/2021	7/08/2021	004450 CINTAS CORPORAT	4089352815		274.82	274.82	4100-043020-3008-	- -
8/02/2021	7/08/2021	004450 CINTAS CORPORAT	4089352824		94.05	94.05	4100-043020-3008-	- -
8/02/2021	7/08/2021	004450 CINTAS CORPORAT	4089353068		97.53	97.53	4100-043020-3008-	- -
8/02/2021	7/08/2021	004450 CINTAS CORPORAT	4089353194		75.78	75.78	4100-043020-3008-	- -
8/02/2021	7/15/2021	004450 CINTAS CORPORAT	4090070098		47.02	47.02	4100-043020-3008-	- -
8/02/2021	7/15/2021	004450 CINTAS CORPORAT	4090070106		94.05	94.05	4100-043020-3008-	- -
8/02/2021	7/15/2021	004450 CINTAS CORPORAT	4090070153		108.24	108.24	4100-043020-3008-	- -
8/02/2021	7/15/2021	004450 CINTAS CORPORAT	4090070172		38.72	38.72	4100-043020-3008-	- -
8/02/2021	7/15/2021	004450 CINTAS CORPORAT	4090070194		258.89	258.89	4100-043020-3008-	- -
8/02/2021	7/15/2021	004450 CINTAS CORPORAT	4090070194		258.89	258.89	4100-012010-5401-	- -
8/02/2021	7/15/2021	004450 CINTAS CORPORAT	4090070492		75.78	75.78	4100-043020-3008-	- -
8/02/2021	7/19/2021	004450 CINTAS CORPORAT	4090319572		27.59	27.59	4100-043020-3008-	- -
8/02/2021	7/22/2021	004450 CINTAS CORPORAT	4090736320		38.72	38.72	4100-043020-3008-	- -
8/02/2021	7/22/2021	004450 CINTAS CORPORAT	4090736412		94.05	94.05	4100-043020-3008-	- -
8/02/2021	7/22/2021	004450 CINTAS CORPORAT	4090736423		258.89	258.89	4100-043020-3008-	- -
8/02/2021	7/22/2021	004450 CINTAS CORPORAT	4090736750		75.78	75.78	4100-043020-3008-	- -
8/02/2021	7/26/2021	004450 CINTAS CORPORAT	4090973999		27.59	27.59	4100-043020-3008-	- -
					2,079.16	2,079.16 *		
8/02/2021	7/14/2021	000167 CSX TRANSPORTAT	8410372		1,806.98	1,806.98	4100-043020-8001-	- -
					1,806.98	1,806.98 *		
8/02/2021	7/15/2021	000172 CUMBERLAND MOUN	07152021		1,650.00	1,650.00	4100-021050-3002-	- -
					1,650.00	1,650.00 *		
8/02/2021	7/16/2021	000171 CUMBERLAND PLAT	218.		69,877.45	69,877.45	4100-042010-3002-	- -
					69,877.45	69,877.45 *		
8/02/2021	6/28/2021	004870 DAVID K. FARLEY	06282021	10	69.99	69.99	4100-073010-5411-	- -
					69.99	69.99 *		
8/02/2021	7/19/2021	002124 DELL EMC	4070		11,064.68	11,064.68	4100-031020-5409-	- -
					11,064.68	11,064.68 *		
8/02/2021	7/20/2021	001871 DELPH KELLY MCB	REIMB.	10	408.83	408.83	4100-073010-5413-	- -
					408.83	408.83 *		
8/02/2021	7/07/2021	000184 DEMCO	6973900	10	80.71	80.71	4100-073010-5401-	- -
8/02/2021	7/16/2021	000184 DEMCO	6978080	10	79.48	79.48	4100-073010-5401-	- -
					160.19	160.19 *		
8/02/2021	7/16/2021	000193 DISCOUNT TIRE C	10201		20.00	20.00	4100-043020-5408-	- -
					20.00	20.00 *		
8/02/2021	1/25/2021	000198 DOMINION OFFICE	12065.1		369.00	369.00	4100-021010-5401-	- -
8/02/2021	6/10/2020	000198 DOMINION OFFICE	121355.		144.97	144.97	4100-035050-5401-	- -
8/02/2021	9/29/2020	000198 DOMINION OFFICE	124885.		1.90	1.90	4100-035050-5401-	- -
8/02/2021	1/18/2021	000198 DOMINION OFFICE	128415		44.26	44.26	4100-035050-5401-	- -
8/02/2021	3/24/2021	000198 DOMINION OFFICE	130666.		23.85	23.85	4100-035050-5401-	- -
8/02/2021	5/25/2021	000198 DOMINION OFFICE	132679		155.00	155.00	4100-012010-5401-	- -
8/02/2021	5/27/2021	000198 DOMINION OFFICE	132818		74.14	74.14	4100-035010-5401-	- -
8/02/2021	7/01/2021	000198 DOMINION OFFICE	133736		189.99	189.99	4100-021060-5401-	- -
8/02/2021	7/09/2021	000198 DOMINION OFFICE	133806		77.65	77.65	4100-021060-5401-	- -
8/02/2021	7/07/2021	000198 DOMINION OFFICE	133828		86.74	86.74	4100-012010-5401-	- -
8/02/2021	7/07/2021	000198 DOMINION OFFICE	133871		114.00	114.00	4100-071040-5407-	- -
8/02/2021	7/08/2021	000198 DOMINION OFFICE	133885		137.89	137.89	4100-032050-5401-	- -
8/02/2021	7/09/2021	000198 DOMINION OFFICE	133925		39.90	39.90	4100-034010-5401-	- -
8/02/2021	7/14/2021	000198 DOMINION OFFICE	134002		11.00	11.00	4100-012010-5401-	- -
8/02/2021	7/13/2021	000198 DOMINION OFFICE	134003		57.26	57.26	4100-012010-5401-	- -
8/02/2021	7/13/2021	000198 DOMINION OFFICE	134010		18.36	18.36	4100-042400-5401-	- -

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
8/02/2021	7/16/2021	000198 DOMINION OFFICE	134159		8.34	8.34	4100-034010-5401-	- -
8/02/2021	7/15/2021	000198 DOMINION OFFICE	134007		47.98	47.98	4100-021010-5401-	- -
8/02/2021	7/13/2021	000198 DOMINION OFFICE	134012		35.88	35.88	4100-021060-5401-	- -
8/02/2021	7/15/2021	000198 DOMINION OFFICE	134113		168.00	168.00	4100-043020-5405-	- -
8/02/2021	7/16/2021	000198 DOMINION OFFICE	134114		114.00	114.00	4100-071040-5407-	- -
8/02/2021	7/16/2021	000198 DOMINION OFFICE	134196		37.20	37.20	4100-021060-5401-	- -
8/02/2021	7/16/2021	000198 DOMINION OFFICE	134199		24.60	24.60	4100-012010-5401-	- -
8/02/2021	7/20/2021	000198 DOMINION OFFICE	134263		79.98	79.98	4100-043020-5405-	- -
8/02/2021	6/15/2021	000198 DOMINION OFFICE	133298	10	8.20	8.20	4100-073010-5401-	- -
8/02/2021	6/18/2021	000198 DOMINION OFFICE	133418	10	23.40	23.40	4100-073010-5401-	- -
8/02/2021	6/29/2021	000198 DOMINION OFFICE	133651	10	31.60	31.60	4100-073010-5401-	- -
8/02/2021	7/13/2021	000198 DOMINION OFFICE	134011	10	39.90	39.90	4100-073010-5401-	- -
8/02/2021	10/27/2020	000198 DOMINION OFFICE	125853		50.76	50.76	4100-012090-5401-	- -
8/02/2021	3/12/2021	000198 DOMINION OFFICE	130305		23.58	23.58	4100-012090-5401-	- -
8/02/2021	4/09/2021	000198 DOMINION OFFICE	131220		29.83	29.83	4100-012090-5401-	- -
8/02/2021	4/12/2021	000198 DOMINION OFFICE	131220.1		9.97	9.97	4100-012090-5401-	- -
8/02/2021	4/20/2021	000198 DOMINION OFFICE	131545		102.24	102.24	4100-012090-5401-	- -
8/02/2021	5/27/2021	000198 DOMINION OFFICE	132818.		74.14	74.14	4100-035010-5401-	- -
8/02/2021	6/22/2021	000198 DOMINION OFFICE	133192		39.99	39.99	4100-022010-5415-	- -
8/02/2021	6/21/2021	000198 DOMINION OFFICE	133483		12.50	12.50	4100-013010-5401-	- -
8/02/2021	7/07/2021	000198 DOMINION OFFICE	133830		40.55	40.55	4100-012090-5401-	- -
8/02/2021	7/16/2021	000198 DOMINION OFFICE	134201		26.50	26.50	4100-012090-5401-	- -
8/02/2021	7/21/2021	000198 DOMINION OFFICE	134246		17.10	17.10	4100-021060-5401-	- -
8/02/2021	7/22/2021	000198 DOMINION OFFICE	134355		31.83	31.83	4100-042400-5401-	- -
8/02/2021	7/27/2021	000198 DOMINION OFFICE	134490		232.62	232.62	4100-043020-5405-	- -
					2,856.60	2,856.60	*	
8/02/2021	7/03/2021	004666 ENTERPRISE FLEE	FBN4233515		16,789.46	16,789.46	4100-031020-5408-	- -
					16,789.46	16,789.46	*	
8/02/2021	7/21/2021	001020 FERGUSON ENTERP	2180917		108.69	108.69	4100-043020-5407-	- -
					108.69	108.69	*	
8/02/2021	6/29/2021	000230 FIRE PROTECTION	4562		580.00	580.00	4100-043020-3004-	- -
					580.00	580.00	*	
8/02/2021	7/12/2021	002162 FIRST IMPRESSIO	102479/1		55.00	55.00	4100-011010-5413-	- -
					55.00	55.00	*	
8/02/2021	6/28/2021	001445 FISHER AUTO PAR	397-266642		23.81	23.81	4100-043020-5407-	- -
8/02/2021	6/29/2021	001445 FISHER AUTO PAR	397-266675		67.84	67.84	4100-043020-5407-	- -
8/02/2021	7/07/2021	001445 FISHER AUTO PAR	397-266913		177.08	177.08	4100-043020-3004-	- -
8/02/2021	7/15/2021	001445 FISHER AUTO PAR	397-267154		66.36	66.36	4100-043020-5407-	- -
8/02/2021	7/19/2021	001445 FISHER AUTO PAR	397-267286		5.29	5.29	4100-031020-5408-	- -
					340.38	340.38	*	
8/02/2021	7/08/2021	003704 GALETON	2612642		500.99	500.99	4100-042400-5407-	- -
					500.99	500.99	*	
8/02/2021	7/06/2021	003676 GENTRY LOCKE AT	287782		13,002.79	13,002.79	4100-011010-3002-	- -
					13,002.79	13,002.79	*	
8/02/2021	6/25/2021	004873 HAZELDEN PUBLIS	8549484		355.21	355.21	4100-022010-5415-	- -
					355.21	355.21	*	
8/02/2021	7/19/2021	004664 HOME TOWN HARDW	25545		11.98	11.98	4100-072020-5407-	- -
					11.98	11.98	*	
8/02/2021	7/02/2021	000314 HUFFMAN'S TIRE	07012021		336.00	336.00	4100-031020-5408-	- -
					336.00	336.00	*	
8/02/2021	6/25/2021	003866 INNOVATIVE TECH	2860		112.50	112.50	4100-031020-3005-	- -
8/02/2021	7/23/2021	003866 INNOVATIVE TECH	2876		3,562.50	3,562.50	4100-012300-3002-	- -
8/02/2021	7/23/2021	003866 INNOVATIVE TECH	2877		150.00	150.00	4100-012300-3002-	- -
8/02/2021	7/23/2021	003866 INNOVATIVE TECH	2878		112.50	112.50	4100-012300-3002-	- -
8/02/2021	7/23/2021	003866 INNOVATIVE TECH	2880		75.00	75.00	4100-072010-3001-	- -

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
8/02/2021	7/23/2021	003866 INNOVATIVE TECH	2881		225.00	225.00	4100-012300-3002-	-
8/02/2021	7/23/2021	003866 INNOVATIVE TECH	2885		262.50	262.50	4100-013020-3002-	-
8/02/2021	7/23/2021	003866 INNOVATIVE TECH	2886		262.50	262.50	4100-032050-3005-	-
					4,762.50	4,762.50 *		
8/02/2021	1/01/2021	000337 JOHNSON PEST CO	4127		458.00	458.00	4100-043020-3004-	-
8/02/2021	2/01/2021	000337 JOHNSON PEST CO	4130		458.00	458.00	4100-043020-3004-	-
					916.00	916.00 *		
8/02/2021	8/02/2021	004872 JONES, CLARENCE	08022021		3.95	3.95	4100-035010-5405-	-
					3.95	3.95 *		
8/02/2021	7/15/2021	001381 KAPCO	1428524	10	58.05	58.05	4100-073010-5401-	-
					58.05	58.05 *		
8/02/2021	7/23/2021	004546 LEAF	12131536	10	95.52	95.52	4100-073010-3002-	-
					95.52	95.52 *		
8/02/2021	6/01/2021	000367 LEBANON BLOCK &	431019		19.98	19.98	4100-042400-5407-	-
8/02/2021	6/07/2021	000367 LEBANON BLOCK &	432022		41.69	41.69	4100-094010-7056-	-
8/02/2021	6/08/2021	000367 LEBANON BLOCK &	432212		26.65	26.65	4100-042400-5407-	-
8/02/2021	6/10/2021	000367 LEBANON BLOCK &	432544		39.20	39.20	4100-043020-5407-	-
8/02/2021	6/14/2021	000367 LEBANON BLOCK &	433156		27.25	27.25	4100-043020-5407-	-
8/02/2021	6/15/2021	000367 LEBANON BLOCK &	433313		55.66	55.66	4100-071040-5407-	-
8/02/2021	6/16/2021	000367 LEBANON BLOCK &	433495		36.18	36.18	4100-042400-5407-	-
8/02/2021	6/16/2021	000367 LEBANON BLOCK &	433506		11.79	11.79	4100-094010-7056-	-
8/02/2021	6/17/2021	000367 LEBANON BLOCK &	433718		28.13	28.13	4100-043020-5407-	-
8/02/2021	6/17/2021	000367 LEBANON BLOCK &	433790		89.75	89.75	4100-043020-5407-	-
8/02/2021	6/28/2021	000367 LEBANON BLOCK &	435160		57.17	57.17	4100-042400-5407-	-
8/02/2021	6/28/2021	000367 LEBANON BLOCK &	435175		120.99	120.99	4100-042400-5407-	-
8/02/2021	6/29/2021	000367 LEBANON BLOCK &	435338		12.49	12.49	4100-043020-5407-	-
8/02/2021	6/30/2021	000367 LEBANON BLOCK &	435543		12.23	12.23	4100-043020-5407-	-
8/02/2021	7/20/2021	000367 LEBANON BLOCK &	438479		286.80	286.80	4100-043020-5413-	-
8/02/2021	7/27/2021	000367 LEBANON BLOCK &	439419		289.85	289.85	4100-042400-5413-	-
					1,155.81	1,155.81 *		
8/02/2021	7/01/2021	004037 LIBRARY IDEAS	80459	10	1,641.00	1,641.00	4100-073010-5411-	-
					1,641.00	1,641.00 *		
8/02/2021	8/02/2021	004865 MARRIOTT VIRGIN	08022021	1	561.71	561.71	4100-011010-5504-	-
8/02/2021	8/02/2021	004865 MARRIOTT VIRGIN	08032021		748.00	748.00	4100-011010-5504-	-
					1,309.71	1,309.71 *		
8/02/2021	7/19/2021	003481 MEADE TRACTOR	11184169		142.52	142.52	4100-071040-5407-	-
					142.52	142.52 *		
8/02/2021	5/25/2021	003123 O'REILLY AUTO P	05252021		34.99	34.99	4100-042400-5407-	-
					34.99	34.99 *		
8/02/2021	6/29/2021	003041 OVERDRIVE INC	01572DA21275932	10	27.00	27.00	4100-073010-5411-	-
					27.00	27.00 *		
8/02/2021	7/01/2021	002866 PROQUEST	70663619	10	1,460.16	1,460.16	4100-073010-5411-	-
					1,460.16	1,460.16 *		
8/02/2021	6/21/2021	002812 RICOH AMERICAS	5062242428	10	11.88	11.88	4100-073010-3002-	-
8/02/2021	7/16/2021	002812 RICOH AMERICAS	35305412		96.97	96.97	4100-035010-5401-	-
8/02/2021	7/16/2021	002812 RICOH AMERICAS	35305482		84.03	84.03	4100-035010-5401-	-
8/02/2021	7/16/2021	002812 RICOH AMERICAS	35305754		253.60	253.60	4100-012010-3005-	-
8/02/2021	7/16/2021	002812 RICOH AMERICAS	35305785		158.59	158.59	4100-032050-5401-	-
8/02/2021	7/16/2021	002812 RICOH AMERICAS	35306442		44.83	44.83	4100-022010-5415-	-
8/02/2021	7/16/2021	002812 RICOH AMERICAS	35306555		116.15	116.15	4100-032050-3005-	-
8/02/2021	7/16/2021	002812 RICOH AMERICAS	35306638		100.56	100.56	4100-032050-5401-	-
8/02/2021	7/16/2021	002812 RICOH AMERICAS	35306832		166.90	166.90	4100-022010-3005-	-
8/02/2021	7/16/2021	002812 RICOH AMERICAS	35306931		184.90	184.90	4100-021020-3005-	-
					1,218.41	1,218.41 *		
8/02/2021	7/22/2021	004404 RIVISTAS SUBSCR	13093	10	2,008.79	2,008.79	4100-073010-5411-	-

DUE DATE	INV. DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
8/02/2021	7/23/2021	004404 RIVISTAS SUBSCR	13099	10	285.57	285.57	4100-073010-5411-	-
					2,294.36	2,294.36 *		
8/02/2021	7/14/2021	000578 RUSSELL COUNTY	07142021		92,293.75	92,293.75	4100-035030-3001-	-
					92,293.75	92,293.75 *		
8/02/2021	7/06/2021	004632 RUSSELL COUNTY	07072021		62.50	62.50	4100-071040-5103-	-
8/02/2021	7/06/2021	004632 RUSSELL COUNTY	07072021		94.50	94.50	4100-071040-5103-	-
8/02/2021	7/06/2021	004632 RUSSELL COUNTY	07072021		62.50	62.50	4100-071040-5103-	-
8/02/2021	7/06/2021	004632 RUSSELL COUNTY	07072021		254.27	254.27	4100-071040-5103-	-
8/02/2021	7/06/2021	004632 RUSSELL COUNTY	07072021		31.25	31.25	4100-043020-5103-	-
8/02/2021	7/06/2021	004632 RUSSELL COUNTY	07072021		31.25	31.25	4100-043020-5103-	-
8/02/2021	8/02/2021	004632 RUSSELL COUNTY	08022021	1	62.50	62.50	4100-071040-5103-	-
8/02/2021	8/02/2021	004632 RUSSELL COUNTY	08022021	1	94.50	94.50	4100-071040-5103-	-
8/02/2021	8/02/2021	004632 RUSSELL COUNTY	08022021	1	62.50	62.50	4100-071040-5103-	-
8/02/2021	8/02/2021	004632 RUSSELL COUNTY	08022021	1	254.27	254.27	4100-071040-5103-	-
8/02/2021	8/02/2021	004632 RUSSELL COUNTY	08022021	1	31.25	31.25	4100-043020-5103-	-
8/02/2021	8/02/2021	004632 RUSSELL COUNTY	08022021	1	31.25	31.25	4100-043020-5103-	-
					1,072.54	1,072.54 *		
8/02/2021	7/21/2021	003834 SAM'S CLUB	796	1	124.48	124.48	4100-031020-5409-	-
					124.48	124.48 *		
8/02/2021	7/16/2021	003380 SHENTEL	07162021		113.23	113.23	4100-031020-5203-	-
8/02/2021	7/16/2021	003380 SHENTEL	07162021		15.00	15.00	4100-013020-5413-	-
					128.23	128.23 *		
8/02/2021	7/02/2021	004871 SHI INTERNATION	B13725090	10	2,096.97	2,096.97	4100-073010-5414-	-
					2,096.97	2,096.97 *		
8/02/2021	8/02/2021	004429 SHORTER DIANA	REIMB		87.60	87.60	4100-013010-5401-	-
					87.60	87.60 *		
8/02/2021	7/01/2021	001439 SMYTH COUNTY	56861		30.00	30.00	4100-031020-3009-	-
					30.00	30.00 *		
8/02/2021	7/01/2021	001941 SOUTHERN SOFTWA	248567		16,750.00	16,750.00	4100-032050-3005-	-
8/02/2021	7/02/2021	001941 SOUTHERN SOFTWA	248778		4,743.00	4,743.00	4100-032050-3005-	-
					21,493.00	21,493.00 *		
8/02/2021	7/28/2021	003144 SUMMIT BUSINESS	2021277		78.75	78.75	4100-012300-7002-	-
					78.75	78.75 *		
8/02/2021	7/13/2021	004121 TELE-OPTICS COM	7529		375.00	375.00	4100-094010-8029-	-
8/02/2021	7/22/2021	004121 TELE-OPTICS COM	7667		225.00	225.00	4100-094010-7056-	-
					600.00	600.00 *		
8/02/2021	5/17/2021	004601 THE HOME DEPOT	617517073		91.82	91.82	4100-043020-5405-	-
					91.82	91.82 *		
8/02/2021	8/09/2021	000366 THE LEBANON NEW	08092021		34.00	34.00	4100-012010-3007-	-
					34.00	34.00 *		
8/02/2021	6/16/2021	000384 THE LIBRARY COR	2021090137	10	530.00	530.00	4100-073010-3002-	-
					530.00	530.00 *		
8/02/2021	6/29/2021	000977 TOP LINE ADVERT	7902		160.00	160.00	4100-031020-5410-	-
8/02/2021	6/29/2021	000977 TOP LINE ADVERT	7904		372.00	372.00	4100-031020-5410-	-
					532.00	532.00 *		
8/02/2021	7/02/2021	000758 WALLACE FURNITU	129859		2.99	2.99	4100-094010-7056-	-
					2.99	2.99 *		
8/02/2021	7/21/2021	004278 WELLS FARGO VEN	105196961		171.40	171.40	4100-012100-3005-	-
					171.40	171.40 *		
8/02/2021	7/15/2021	003033 WHOLESale SUPPL	0918338		22.52	22.52	4100-043020-3004-	-
8/02/2021	7/15/2021	003033 WHOLESale SUPPL	0918339		22.52	22.52	4100-043020-3004-	-
					45.04	45.04 *		
		TOTAL FOR DUE DATE 8/02/2021			267,029.74	267,029.74		
		TOTAL DUE FOR FUND- 4100			267,029.74	267,029.74		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
8/02/2021	6/25/2021	000383 MATTHEW BENDER	26087006		567.21	567.21	4713-021080-6012-	-
					567.21	567.21 *		
		TOTAL FOR DUE DATE	8/02/2021		567.21	567.21		
		TOTAL DUE FOR FUND-	4713		567.21	567.21		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
8/02/2021	6/29/2021	000732 APPALACHIAN NAT	06292021		10.41	10.41	4839-083990-5102-	- -
					10.41	10.41 *		
8/02/2021	7/12/2021	001445 FISHER AUTO PAR	397-267052		7.98	7.98	4839-083990-5407-	- -
					7.98	7.98 *		
8/02/2021	7/06/2021	003374 MCMASTER-CARR S	61150186		55.81	55.81	4839-083990-5407-	- -
					55.81	55.81 *		
8/02/2021	7/06/2021	003769 T'S COUNTRY STO	07062021		75.69	75.69	4839-083990-5407-	- -
					75.69	75.69 *		
		TOTAL FOR DUE DATE	8/02/2021		149.89	149.89		
		TOTAL DUE FOR FUND-	4839		149.89	149.89		
		NON-DIRECT DEPOSIT			267,746.84	267,746.84		
		DIRECT DEPOSIT			.00	.00		
		E-Payable Total			.00	.00		
		FINAL DUE			267,746.84	267,746.84		
						.00		



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenter: Chairperson

Meeting: 8/2/21 6:00 PM

Board Appointments

1. Committee Appointments for Board Consideration.

County Advisory Committee

(1) Appointment Per Board Member

RC Planning Commission

Charles Edmonds	Four-Year Term	April 3, 2021
Roger Sword	Four-Year Term	December 31, 2020

Cumberland Plateau Economic Development Commission

Frank Horton	One-Year Term	June 30, 2021
Tony Lambert	One-Year Term	June 30, 2021
Ron Blankenship	One-Year Term	June 30, 2021
James Eaton, Jr.	One-Year Term	June 30, 2021

Dante Community Center

Jason Gullett	Two-Year Term	June 30, 2021
---------------	---------------	---------------

Russell County Library Board

Karen Herndon	Four-Year Term	June 30, 2021
Ann Monk	Four-Year Term	June 30, 2021
Judy Ashbrook	Four-Year Term	July 10, 2021

RC Highway & Safety Committee

Gary Dotson	Two-Year Term	July 1, 2021
Johnny Jessee	Two-Year Term	July 1, 2021
Steve Dye	Two-Year Term	July 1, 2021
Eugene Ferguson	Two-Year Term	July 1, 2021
Tony Maxfield	Two-Year Term	July 1, 2021
Mike O'Quinn	Two-Year Term	July 1, 2021
Barbara K. Cox	Two-Year Term	July 1, 2021
Henry E. Stinson, Jr.	Two-Year Term	July 1, 2021
Carl Rhea	Two-Year Term	July 1, 2021
Emory Altizer	Two-Year Term	July 1, 2021

Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenter: Chairperson

Meeting: 8/2/21 6:00 PM

Community Policy Management Team

Angela Farmer Three-Year Term August 3, 2021

Dante Community Center

Catherine Pratt Two-Year Term August 5, 2021

Southwest Community College Advisory Board

Lynn Keene Four-Year Term August 7, 2021
Gregory Brown Four-Year Term August 7, 2021

Items for August Agenda:

Appointment of members to Advisory Committee "to discuss County and School issues relating to state mandates, budgeting, funding, etc.". As unanimously approved in the June 17, 2021 BOS meeting.

Proposed Amendment to Committee Selection process for one selection per BOS member per committee.

I would like to make a motion to modify the selection process that was approved last month to allow a member of the Russell County Board of Supervisors to appoint a member from the entire citizenship of Russell County if, in the sole opinion of the appointing supervisor, a qualified candidate for that appointment cannot be found within that supervisor's voting district.

Methodology for future appointments by BOS until the One per One is achieved.

The following is a potential method appointments as they come up.

If a supervisor has more than one representative from his district with different "term expiration" date and an appointment for one of those representatives comes up, the supervisor may do the following:

1. Reappoint that representative as the one for his/her district. In which case the remaining representatives from his/her district will come off the group when their terms expire and that appointment will go to the next supervisor who does not currently have a representative from his district on that group.
2. Pass that appointment to the next supervisor who does not currently have a representative from his/her district on that group. In which case the representative whose term has expired will come off that group.

The only remaining issue that needs to be discussed would be the order of appointment by any supervisors who do not currently have representatives from their district on a group. Perhaps a simple drawing for numbers 1 (first), 2 (second), 3 (third), etc.?

Groups impacted by this process are:

Highway and Safety Committee

Dist 1, 3 members (Dotson, O'Quinn, Cross, Lovelace)

Dist 2, 0 members

Dist 3, 4 members (Jessee, Maxfield, Cox, Rhea)

Dist 4, 2 members (Dye, Stinson)

Dist 5, 0 members

Dist 6, 2 members (Ferguson, Altizer)

At Lg, 0 members

Russell County Planning Commission

Dist 1, 1 member

Dist 2, 0 members

Dist 3, 3 members

Dist 4, 0 members

Dist 5, 0 members (Roger Sword resigned)

Dist 6, 2 members

At Lg, 0 members

(Wayne Young and Mark Mitchell, Districts unknown)

Russell County Library Board

Dist 1, 2 members (Herndon, Lyttle)

Dist 2, 1 members (Sargent)

Dist 3, 0 members

Dist 4, 2 members (Dye, VanDyke)

Dist 5, 4 members (Ashbrook, Davis, Monk, Breeding)

Dist 6, 0 members

At Lg, 0 members

Russell County Industrial Development Authority

Dist 1, 0 members

Dist 2, 1 members (Glass)

Dist 3, 0 members

Dist 4, 0 members

Dist 5, 4 members (Sword, Elliott, McFaddin, Lockhart)

Dist 6, 1 members (Christian)

At Lg, 1 members (Stamper)

Town 2, members (Dodi & Gilmer)

Name	District	Term	Term Ending	Phone Number
<u>Community Policy Management Team</u>				
Angela Farmer		Three Years	August 3, 2021	
<u>Dante Community Center</u>				
Catherine Pratt		Two Years	August 5, 2021	
<u>Southwest Community College Advisory Board</u>				
Lynn Keene		Four Years	August 7, 2021	
Gregory Brown		Four Years	August 7, 2021	
Name	District	Term	Term Ending	Phone Number
<u>Industrial Development Authority</u>				
Roger Sword		Four Years	September 5, 2021	
Scott Gilmer		Four Years	September 5, 2021	
<u>Drill Community Center</u>				
Michelle Tharp		Four Years	October 2, 2021	
<u>Oak Grove Community Center</u>				
Linda Cross		Two Years	October 7, 2021	
Frances Glovier		Two Years	October 7, 2021	
Rita "Charlene" Johnson		Two Years	October 7, 2021	
Tammy Perry		Two Years	October 7, 2021	
John Perry		Two Years	October 7, 2021	
Nancy Osborne		Two Years	October 7, 2021	
Peggy Kegley		Two Years	October 7, 2021	
<u>Russell County Planning Commission</u>				
Dustin Keith		Four Years	October 2, 2021	
Jack Compton		Four Years	October 2, 2021	

Name	Term	Term Ending	Phone Number
<u>Community Policy Management Team</u>			
Alice Meade	Three Years	November 5, 2021	
Lori Gates	Three Years	November 5, 2021	
<u>Russell County Planning Commission</u>			
Andy Smith	Four Years	November 6, 2021	
Name	Term	Term Ending	Phone Number
<u>Appalachian Juvenile Commission</u>			
Vicki Porter	Four Years	December 2, 2021	
<u>Cumberland Mountain Community Service Board</u>			
James Mounts	Three Years	December 31, 2021	
David Eaton	Three Years	December 31, 2021	
<u>Highway & Safety Commission</u>			
Linda Cross	Two Years	December 31, 2021	
Name	Term	Term Ending	Phone Number
<u>People Inc. Development Financial Board</u>			
Alicia McGlothlin	Three Years	December 31, 2021	
Vicki Porter	Four Years	December 2, 2021	
<u>Cumberland Mountain Community Service Board</u>			
James Mounts	Three Years	December 31, 2021	
David Eaton	Three Years	December 31, 2021	
<u>Highway & Safety Commission</u>			
Linda Cross	Two Years	December 31, 2021	

Board of Trustees

2020-2021

Chair -- Karen Herndon
Vice Chair -- Susan Breeding
Secretary -- Yvonne Dye



Steve Breeding

Judy Ashbrook (2021)
389 Scenic Dr.
Lebanon, VA 24266
889-1159 (h)
[ynashbrook@hotmail.com](mailto:yashbrook@hotmail.com)

Steve Breeding

Susan Breeding (2023)
POB 2046
Lebanon, VA 24266
276-608-1396
susmeade@hotmail.com

Steve Breeding

Karen Davis (2022)
1546 E. Main St.
Lebanon, VA 24266
889-2101
276-623-7132
kbdavis15@hotmail.com

David Eaton

Yvonne Dye (2023)
145 Heritage Dr.
Honaker, VA 24260
873-5767
276-202-8192
ydye49@yahoo.com

Tim Lovelace

Karen Herndon (2021)
36 Crossridge Rd.
Lebanon, VA 24266
794-7479
883-8541
cnggrad@hotmail.com

Tim Lovelace

Sherry Lyttle (2022)
1660 Copper Ridge Rd.
Castlewood, VA 24224
738-8854 (h)
889-6539 (w)
276-202-2627 (m)
slyttle@russell.k12.va.us

Steve Breeding (appted when at large BOS)

Ann Monk (2021)
509 Donald C. Moore Dr.
Lebanon, VA 24266
880-0045
276-202-9972
annjmonk@yahoo.com

LouAnn Wallace

Sharon Sargent (2022)
POB 1018.
St. Paul, VA 24283
762-5272 (h)
Ssargent48@msn.com

David Eaton

Sharon VanDyke (2022)
POB 1395/ 535 Cox Town Rd.
Honaker, VA 24260
873-6020
276-596-0270
sharon.vandyke@lhcgrou.com



COUNTY OF RUSSELL, VIRGINIA

L Print Form 1

OFFICE USE ONLY:

Date Received: _____

Letter Sent: _____

COMMITTEE APPLICATION

Currently Serving On: _____

NAME: WATSON JOHN R MR.
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 2841 Mountain Road
LEON BRUFF VA 24609 ljrwatson@gmail.com
(Email Address)

TELEPHONE NUMBERS: 276 971 3576 276 971 3576 N/A
(Home) (Business) (FAX)

PROFESSION/VOCATION: VIRGINIA DEPARTMENT OF TRANSPORTATION / MANAGER + ENGINEER

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: Industrial Development Authority
Planning Commission
Public Service Authority
(List no more than 3 -- in order of preference:)

OTHER INTERESTS: Outdoor Activities, Agriculture / Farming, Church youth
outdoor adventure ministry

EDUCATION: H.S. diploma Lebanon High School, AAS degree Southwest VA Community College, AAS degree Southwest VA Community College, B.S degree Radford University, U.S. Army

JOB EXPERIENCE: VDOT Residency Administrator Ad Manager, deal w/ land development issues, help attract businesses to local area, work w/ IDA and BOS.

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Serve on Coal Severance boards in Russell, Buchanan, + several counties. Serve in civic groups, church youth ministry

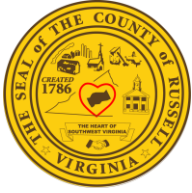
ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? NO

IF YES, PLEASE NAME: N/A

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

IF YES, PLEASE NAME: Russell Coal Haul Road / Coal Severance Tax

ARE YOU A REGISTERED VOTER? yes DISTRICT NUMBER: 6



RUSSELL COUNTY BOARD OF SUPERVISORS

BOARD / COMMITTEE APPLICATION

DATE OF APPLICATION: 7-11-21

(Please print or type in black ink)

NAME: Charles Colins charlescollins64@gmail.com
(First) (Last) (Email Address)

MAILING ADDRESS: 2490 Gravel Lick Rd Castlewood VA 24224

E911 ADDRESS: 2490 Gravel Lick Rd Castlewood VA 24224

TELEPHONE NUMBERS: none none 276-608-3408
(Home) (Business) (Cell)

PROFESSION/VOCATION: education / retired

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: planning
(List no more than 3 -- in order of preference :) economic development

OTHER INTERESTS: jobs and industrial development

EDUCATION: BS / Masters Education Leadership

JOB EXPERIENCE: farm work, teacher, coaching, assistant principal, school principal

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: school committees, VHSL Committees

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: _____

OTHER INTERESTS (Continued): farming / fishing / hunting / family

JOB EXPERIENCE (Continued): teacher / coach / high school assistant principal / high school principal

CIVIC OR SERVICE ORGANIZATION EXPERIENCE (Continued): _____

Loretta Vance

From: noreply@civicplus.com
Sent: Monday, July 12, 2021 9:57 AM
To: kaylin.ervin@russellcountyva.us; loretta.vance@russellcountyva.us
Subject: Online Form Submittal: Board and Committee Application

Board and Committee Application

Name	Donnie E Christian
Email Address	Dchristian501@yahoo.com
Address	PO Box 1917
City	Lebanon
State	VA
Zip Code	24266
Phone Number	276-254-0128
Fax Number	<i>Field not completed.</i>
Board/Committee on Which You Wish to Serve	Planning Commission Cumberland Plateau Economic Development Tourism
Other Interests	Serving the citizens of our region especially Russell Co with Good infrastructure, Great jobs & Wonderful Recreational opportunities.
Education	BS - Mining Engineering Completed majority of course work for dual BS in Civil Engineering.
Job Experience	35+ years of Engineered Planning & Design for Land Development & Infrastructure. Approx. 20 years with local Consulting Engineering firms and approx. 15 years with State Regulatory Agencies. Designed Subdivisions for Commercial & Residential Development - Prepared Plats.
Civic or Service Organization Experience	~4 years - VDOT Technical Advisor to RC Planning Commission 20+ years - Board of Director - RCPSA 1+ years - Industrial Development Authority



COUNTY OF RUSSELL, VIRGINIA

L Print Form 1

OFFICE USE ONLY:

COMMITTEE APPLICATION

Date Received: _____
Letter Sent: _____

Currently Serving On: _____

NAME: Harding Josephine _____
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 216 Grandview Lane VA 24224

Mjharding@yahoo.com
(Email Address)

TELEPHONE NUMBERS: 276-254-0319 _____
(Home) (Business) (FAX)

PROFESSION/VOCATION: retired teacher

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: SVCC advisory board
(List no more than 3 -- in order of preference:)

OTHER INTERESTS: Reading and Gardening being with family

EDUCATION: BS and MS

JOB EXPERIENCE: 33 years with Russell County Schools

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Library board, United Methodist Women

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION _____

YES, PLEASE NAME: _____

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

IF YES, PLEASE NAME: Library Board

ARE YOU A REGISTERED VOTER? Yes DISTRICT NUMBER: 2

OTHER INTERESTS (Continued):

JOB EXPERIENCE (Continued):

CIVIC OR SERVICE ORGANIZATION EXPERIENCE (Continued):



COUNTY OF RUSSELL, VIRGINIA

L Print Form... 1

OFFICE USE ONLY:

Date Received: _____

Letter Sent: _____

Currently Serving On: _____

NAME: Edmonds Charlie Mr
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 3907 Jesse's Mill Rd
Cleveland, VA 24225 edmonds.cwe1@gmail.com
(Email Address)

TELEPHONE NUMBERS: 276-494-6138 _____
(Home) (Business) (FAX)

PROFESSION/VOCATION: Draftsman for US Gov., AEP Unit Supervisor, Engineer for Russell Mfg.

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: RCPC

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

OTHER INTERESTS: Golf, fishing, woodworking, gardening

EDUCATION: High School Graduate, Technical School, Some college

JOB EXPERIENCE: Draftsman for US Gov., AEP Unit Supervisor, Engineer for Russell Mfg.

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Virginia Jaycees, Lions Club, Masonic Fraternity, Virginia Royal Arch, Virginia Eastern Star, Lebanon Baptist Church

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

IF YES, PLEASE NAME: RCPC

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

IF YES, PLEASE NAME: RCPC

ARE YOU A REGISTERED VOTER? Yes DISTRICT NUMBER: 3



COUNTY OF RUSSELL, VIRGINIA

COMMITTEE APPLICATION

L Print Form...

OFFICE USE ONLY	
Date Received:
Letter Sent:	JUN 19 2020
Currently Serving On:	Russell County IDA

Russell County IDA

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

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

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

PROFESSION/VOCATION: Insurance Sales

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

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

EDUCATION: High school diploma and Business Administration courses

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

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Helping Hands Ministries 15 yrs

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

YES, PLEASE NAME: Russell County IDA

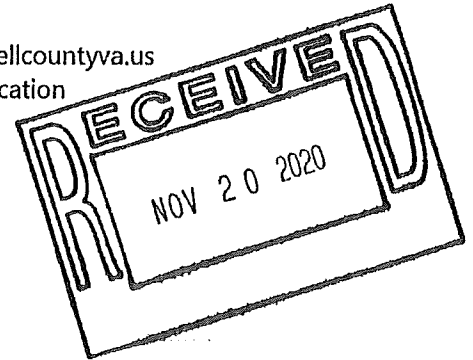
HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? IF No

YES, PLEASE NAME:

ARE YOU A REGISTERED VOTER? Yes DISTRICT NUMBER: 3

Loretta Vance

From: noreply@civicplus.com
Sent: Friday, November 20, 2020 10:24 AM
To: kaylin.ervin@russellcountyva.us; loretta.vance@russellcountyva.us
Subject: Online Form Submittal: Board and Committee Application



Board and Committee Application

Name Alita Ann Whited

Email Address alitawhited5@gmail.com

Address 85 Acre Lane

City Cedr Bfuff

State Russell

Zip Code 24609

Phone Number 276-971-4491

Fax Number *Field not completed.*

Board/Committee on Which You Wish to Serve Planning Commission

Other Interests *Field not completed.*

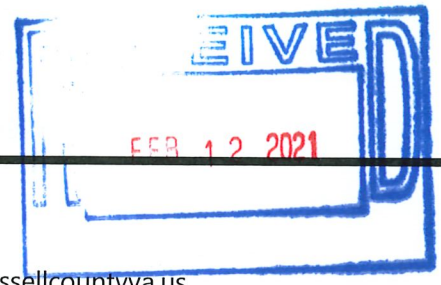
Education Associate Degree from SWCC
Graduate Realtors Institute
Multiple classes in Real Estate and Real Estate Appraisal

Job Experience 33 years as Real Estate Broker, Associate Broker and Agent
(Licensed in all three categories at different times)
13 years in Real Estate Appraisal (Certified Real Estate Appraiser)

Civic or Service Organization Experience Clinch River Kiwanis since 1989
Richlands Garden Club
Russell County Republican Committee

Are you currently a member of a Russell County Board or Committee? No

If YES, please name: *Field not completed.*



Loretta Vance

From: noreply@civicplus.com
Sent: Friday, February 12, 2021 2:08 PM
To: kaylin.ervin@russellcountyva.us; loretta.vance@russellcountyva.us
Subject: Online Form Submittal: Board and Committee Application

Board and Committee Application

Name	Robert Breimann
Email Address	rjb@streetlawfirm.com
Address	P.O. Box 2100
City	Grundy
State	VA
Zip Code	24614
Phone Number	2769352128
Fax Number	276-935-4162
Board/Committee on Which You Wish to Serve	Library Board
Other Interests	<i>Field not completed.</i>
Education	College; Graduate School; Law School
Job Experience	Partner -- Street Law Firm
Civic or Service Organization Experience	Coach youth league soccer, basketball and baseball. former Cub Scout Den leader.
Are you currently a member of a Russell County Board or Committee?	No
If YES, please name:	<i>Field not completed.</i>
Have you previously served as a member of a Russell County Board or Committee?	No
If YES, please name:	<i>Field not completed.</i>



COUNTY OF RUSSELL, VIRGINIA

COMMITTEE APPLICATION

Print Form

Submit by Email

OFFICE USE ONLY:

Date Received: _____

Letter Sent: _____

Currently Serving On : Library Board

NAME: Ashbrook _____ Judy _____ N _____ ~~Miss~~ Mrs. _____
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 389 Scenic Drive Lebanon, Virginia _____
_____ jnashbrook@hotmail.com
(Email Address)

TELEPHONE NUMBERS: (276) 889-1159 _____
(Home) (Business) (FAX)

PROFESSION/VOCATION: School Teacher - Retired (37 Years) _____

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: Russell County Library Board

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

OTHER INTERESTS: Reading, Spending Time With Grandchildren, Traveling

EDUCATION: Master's Degree in Education (MEd) from University of Virginia, Bachelor of Science (Biology) King College
Castlewood High School Graduate (1967)

JOB EXPERIENCE: Teacher - Russell County Public Schools - 37 years. Elementary and Middle School

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Daughter's of the American Revolution (DAR) Member with additional service
to veterans.

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

IF YES, PLEASE NAME: Library Board _____

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

IF YES, PLEASE NAME: _____

ARE YOU A REGISTERED VOTER? Yes _____ DISTRICT NUMBER: 5 _____



COUNTY OF RUSSELL, VIRGINIA
BOARD APPLICATION



Currently Serving On: _____

NAME: Monk Ann J Mrs.
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 509 Donald C. Moore Dr.
Lebanon VA 24266 annjmonk@yahoo.com
(Email Address)

TELEPHONE NUMBERS: 276-202-9972 _____
(Home) (Business) (FAX)

PROFESSION/VOCATION: Retired

BOARD ON WHICH YOU WISH TO SERVE: Russell County Public Library
(List no more than 3 -- in order of preference :)

OTHER INTERESTS: _____

EDUCATION: see resume

JOB EXPERIENCE: see resume

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: _____

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? yes
IF YES, PLEASE NAME: Russell County Public Library

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? yes
IF YES, PLEASE NAME: Russell County Tourism

ARE YOU A REGISTERED VOTER? yes DISTRICT NUMBER: 5th

ANN JACKSON MONK

509 Donald C. Moore Drive
Lebanon, Virginia 24266
276-889-3786
Email: annjmonk@yahoo.com

SUMMARY OF QUALIFICATIONS

- Offering a strong background of work experience in diverse environments and sound training.
- Knowledge of office procedures and equipment. Experienced in Microsoft Office, ProVal, and various other software programs.
- Accustomed to high volume, fast paced environments. Work effectively with persons of diverse backgrounds.
- Energetic and enthusiastic. Provide sustained effort for organizational and personal goals and objectives.
- Highly developed communication and interpersonal relation skills.
- Proven problem-solving abilities.
- Capable of handling multiple levels of tasks and responsibilities.

EDUCATION

Alpha College of Real Estate - Newport News, Virginia
Commonwealth of Virginia Real Estate License – January 1996 (not currently active)

Newport News Adult Education – Newport News, Virginia
Classes in WordPerfect, Microsoft Windows, FoxPro

NASA Langley – Hampton, Virginia
Course in Total Quality Management

Lebanon High School
Lebanon, Virginia

EXPERIENCE

August 2007 – June 2014

Russell County Public Library - Lebanon, Virginia

Circulation Assistant

Maintain close contact with library patrons at the circulation desk, checking materials in and out. Operate cash register while collecting payments for copies and printouts. Shelve returned books. Sign in patrons on public use computers.

June 2000 – April 2006

Assessor's Office City of Hampton, Virginia

Technical Office Clerk

Front office atmosphere having extensive work with the general public, real estate agents, surveyors, and attorneys in person as well as via telephone. Worked closely with other City departments - Treasurer, Commissioner of Revenue, Public Works, and Zoning as well as other departments. Entered deeds and wills into Assessor's Office public records, performed title search of property ownership, entered property splits and merges for City Tax Maps.

October 1996 – June 2000

City Manager's Office – City of Hampton, Virginia

Staff Secretary/Receptionist

Performed duties under the general supervision of the Director of Financial Policy. Extensive contact with the general public, city employees, elected officials, business executives, and representatives of municipal, state and federal governments. Provided telephone support for the Clerk of Council and Mayor's Office as well as the City Manager's Office and Assistant City Manger's Office. Reconciled credit card records for City Manager's Office. Planned catered events for Director of Financial Planning, arranged international travel for Mayor, members of City Council, City Manager and City Department Directors.

August 1991 – February 1996

Bionetics Corporation Hampton, Virginia

Receptionist/Clerk/Switchboard Operator

Received visitors and routed them to appropriate department/personnel. Extensive contact with local, state and federal elected officials, as well as NASA Langley personnel. Trained others in use of Meridan Telephone System. Provided clerical support as needed for Facilities Management, Marketing and Finance departments. Assisted with reorganizing Records Management Department. Operated various mail room equipment including Pitney Bowes mail meter, Fed Ex and UPS computer software. Reconciled company Fed Ex bills. Operated a thirty-six line switchboard and received messages for up to sixty employees.

REFERENCES

Available upon request.



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenters - Attorney

Meeting: 8/2/21 6:00 PM

County Attorney Reports

- 1. Russell County Courthouse Comprehensive Agreement**
- 2. Project Jonah Building Construction & Environmental Inspection Service Request for Qualifications (RFQ)**
- 3. Cleveland School Property**
- 4. Givens School Lease**
- 5. General Registrar Official Elect Advisory**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Motion Required.

ATTACHMENTS:

- Various



AIA[®] Document A141[™] – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 2nd day of August in the year 2021

BETWEEN the Owner:

Russell County, Virginia
137 Highland Drive
Lebanon, VA 24266
and the Design-Builder:

J.A. Street & Associates
245 Birch Street, P.O. Box 725
Blountville, TN 37617
The term Design-Builder shall be synonymous with Private Entity or PPEA Firm or Contractor.
for the following Project:

Russell County Courthouse Expansion & Renovation
Lebanon, Virginia

Design and construction of an approximately 36,000 SF addition to the existing Russell County Courthouse and renovations to the existing Russell County Courthouse along with associated parking and site improvements.
The Owner and Design-Builder agree as follows.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

AIA Document A141[™] – 2014. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:08:08 ET on 07/23/2021 under Order No.5496283445 which expires on 12/18/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1652110131)

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS (not used)
C	SUSTAINABLE PROJECTS (not used)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

See Request for Proposals dated August 12, 2020

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Paragraph deleted)

See Request for Proposals dated August 12, 2020

§ 1.1.3 The Project's physical characteristics:

See Request for Proposals dated August 12, 2020

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

Init.

AIA Document A141™ – 2014. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:08:08 ET on 07/23/2021 under Order No.5496283445 which expires on 12/18/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1652110131)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

Contract Cost Limit of \$15,250,457 as defined by executed Interim Agreement dated February 8, 2021.

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

See Interim Agreement.

.2 Submission of Design-Builder Proposal:

July 15, 2021

.3 Phased completion dates:

N/A

.4 Substantial Completion date:

Within XX months from date of Notice to Proceed, currently anticipated to be issued on or about August 23, 2021.

.5 Other milestone dates:

N/A

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(Paragraph deleted)

.1 Architect

Silling Associates, Inc. (Architect/Engineer of Record)

.2 Consultants

Thompson & Litton (MEP Engineering)

.3 Contractors

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

See Interim Agreement dated August 12, 2020.

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

Init.

AIA Document A141™ – 2014. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:08:08 ET on 07/23/2021 under Order No.5496283445 which expires on 12/18/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1652110131)

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

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

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

Skanska USA Building Inc.
Curtis Elswick, Sr. Vice President
4309 Emperor Blvd., Suite 200
Durham, NC 27703
540-423-2860
curtis.elswick@skanska.com

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

Owner's Representative Project Manager:
Skanska USA Building Inc.
Curtis Elswick, Sr. Vice President
4309 Emperor Blvd., Suite 200
Durham, NC 27703
540-423-2860
curtis.elswick@skanska.com

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

Marcus Wilcox
Project Manager
J.A. Street & Associates
245 Birch Street, P.O. Box 725
Blountville, TN 37617
Office: 423-323-6703
Cell: 423-737-7198
marcuswilcox@jastreet.com

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

Init.

AIA Document A141™ – 2014. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:08:08 ET on 07/23/2021 under Order No.5496283445 which expires on 12/18/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1652110131)

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: (*Specify*)

This Agreement shall be construed and governed by the applicable laws of the Commonwealth of Virginia. Any disputes arising hereunder, resulting in litigation, shall be resolved by bench trial in the Circuit Court for Russell County, Virginia.

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

(Table deleted)

(Paragraphs deleted)

(Paragraphs deleted)

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner

and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in

writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B. Design-Builder to provide "all risk" builders risk insurance covering new materials as part of their scope of Work. Owner shall provide property insurance on the existing structure.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least five days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay and such work performed by others has been identified to the Owner in advance of payment for such work.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the

Init.

Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, from amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the

portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1** employees on the Work and other persons who may be affected thereby;
- .2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon

recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 **Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other

person or entity providing services or work for any of them. However, all drawings, specifications and other documents supplied by the Design-Builder to Owner shall become the property of the Owner providing that the Owner shall only use such documents in regard to the maintenance and future alterations of the project work after the project work has been completed.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to the extent permitted by law to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in

accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 **Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner

shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

Both the Owner and Design-Builder will make reasonable efforts to resolve claims against the other party. However, if a claim cannot be resolved by mutual agreement within 60 days of the presenting of a claim, the resolution of such unresolved claim will be through a litigation process in the Circuit Court of Russell County, Virginia.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The contract shall be governed by the laws of the Commonwealth of Virginia.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

Init.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds (not used)
- .4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed (not used)
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

N/A

- .6 Other:

Exhibit D, 100% Construction Documents (Drawings and Specifications) dated June 1, 2021 and any and all related addenda issued prior to execution of this Agreement (attached by reference)

Exhibit E, Preliminary Construction Schedule dated XXXX

Exhibit F, Design-Build Guaranteed Maximum Price supporting documentation developed by J.A. Street dated July 15, 2021

Exhibit G, Interim Agreement between Russell County, Virginia and J.A. Street & Associates dated February 8, 2021 (attached by reference)

Exhibit H, J.A. Street PPEA Conceptual Phase Proposal dated September 18, 2020 (attached by reference)

Exhibit I, J.A. Street PPEA Detailed Phase Proposal dated November 13, 2020 (attached by reference)

Init.

/

Exhibit J, Request for Proposals dated August 12, 2020 (attached by reference)

Exhibit K, AIA Document A312-2010 Performance and Payment Bonds

Exhibit L, AIA Document G702-1992 Application and Certificate for Payment and AIA Document G703-1992 Continuation Sheet

Exhibit M, AIA Document G704DB-2017 Certificate of Substantial Completion

Exhibit N, AIA Document G706-1994 Contractor's Affidavit of Payment of Debts and Claims

Exhibit O, Russell County, Virginia Required General Terms and Conditions

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)

Additions and Deletions Report for AIA[®] Document A141[™] – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:08:08 ET on 07/23/2021.

PAGE 1

AGREEMENT made as of the 2nd day of August in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Russell County, Virginia
137 Highland Drive
Lebanon, VA 24266

...

(Name, legal status, address and other information)

J.A. Street & Associates
245 Birch Street, P.O. Box 725

Blountville, TN 37617The term Design-Builder shall be synonymous with Private Entity or PPEA Firm or Contractor.

...

(Name, location and detailed description)
Russell County Courthouse Expansion & Renovation
Lebanon, Virginia

Design and construction of an approximately 36,000 SF addition to the existing Russell County Courthouse and renovations to the existing Russell County Courthouse along with associated parking and site improvements.

PAGE 2

B **INSURANCE AND BONDS** (not used)

C **SUSTAINABLE PROJECTS** (not used)

...

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

...

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

See Request for Proposals dated August 12, 2020

...

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

See Request for Proposals dated August 12, 2020

...

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See Request for Proposals dated August 12, 2020

PAGE 3

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™ 2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

...

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

N/A

...

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

Contract Cost Limit of \$15,250,457 as defined by executed Interim Agreement dated February 8, 2021.

...

See Interim Agreement.

...

July 15, 2021

...

N/A

...

Within XX months from date of Notice to Proceed, currently anticipated to be issued on or about August 23, 2021.

...

N/A

...

(List name, legal status, address and other information.)

...

Silling Associates, Inc. (Architect/Engineer of Record)

...

Thompson & Litton (MEP Engineering)

...

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

See Interim Agreement dated August 12, 2020.

PAGE 4

(List name, address and other information.)

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

...

(List name, address and other information.)

Skanska USA Building Inc.
Curtis Elswick, Sr. Vice President
4309 Emperor Blvd., Suite 200
Durham, NC 27703
540-423-2860
curtis.elswick@skanska.com

...

(List discipline, scope of work, and, if known, identify by name and address.)

Owner's Representative Project Manager:
Skanska USA Building Inc.
Curtis Elswick, Sr. Vice President
4309 Emperor Blvd., Suite 200
Durham, NC 27703
540-423-2860
curtis.elswick@skanska.com

...

(List name, address and other information.)

Marcus Wilcox
Project Manager
J.A. Street & Associates

245 Birch Street, P.O. Box 725
Blountville, TN 37617
Office: 423-323-6703
Cell: 423-737-7198
marcuswilcox@jastreet.com

...

(Check the appropriate box. If the Owner and Design Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

PAGE 5

Litigation in a court of competent jurisdiction

...

This Agreement shall be construed and governed by the applicable laws of the Commonwealth of Virginia. Any disputes arising hereunder, resulting in litigation, shall be resolved by bench trial in the Circuit Court for Russell County, Virginia.

PAGE 6

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

§ 2.1.2 The hourly billing rates for services of the Design Builder and the Design Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design Builder and the Design Builder's Architect, Consultants, and Contractors, as follows:

- .1 — Transportation and authorized out-of-town travel and subsistence;
- .2 — Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 — Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 — Printing, reproductions, plots, standard form documents;
- .5 — Postage, handling and delivery;
- .6 — Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 — Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 — All taxes levied on professional services and on reimbursable expenses; and
- .9 — Other Project related expenditures, if authorized in advance by the Owner.

~~§ 2.1.3.2~~ For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of ~~—~~ percent (~~—~~%) of the expenses incurred.

~~§ 2.1.4~~ **Payments to the Design-Builder Prior To Execution of Design-Build Amendment**

~~§ 2.1.4.1~~ Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid (~~—~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

~~—~~%

~~§ 2.1.4.2~~ Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

PAGE 10

(List additional information, if any, to be included in the Design-Builder's written report.)

PAGE 17

~~§ 7.2.10~~ The Owner shall purchase and maintain insurance as set forth in Exhibit B. Design-Builder to provide "all risk" builders risk insurance covering new materials as part of their scope of Work. Owner shall provide property insurance on the existing structure.

PAGE 19

~~§ 9.3.1~~ At least ~~ten~~ five days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

...

~~§ 9.3.1.2~~ Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay-pay and such work performed by others has been identified to the Owner in advance of payment for such work.

PAGE 20

~~§ 9.6.4~~ The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, from amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

PAGE 25

~~§ 12.1~~ Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them. However, all drawings, specifications and other documents supplied by the Design-Builder to Owner shall become the property of the Owner providing that the Owner

shall only use such documents in regard to the maintenance and future alterations of the project work after the project work has been completed.

PAGE 26

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to the extent permitted by law to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

PAGE 30

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

~~§ 14.4.3~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

~~§ 14.4.4 Consolidation or Joinder~~

~~§ 14.4.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 14.4.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 14.4.4.3~~ The Owner and Design Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design Builder under this Agreement. Both the Owner and Design Builder will make reasonable efforts to resolve claims against the other party. However, if a claim cannot be resolved by mutual agreement within 60 days of the presenting of a claim, the resolution of such unresolved claim will be through a litigation process in the Circuit Court of Russell County, Virginia.

...

~~The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4. contract shall be governed by the laws of the Commonwealth of Virginia.~~

PAGE 32

- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds (not used)
- .4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed (not used)

...

N/A

- .6 Other:

Exhibit D, 100% Construction Documents (Drawings and Specifications) dated June 1, 2021 and any and all related addenda issued prior to execution of this Agreement (attached by reference)

Exhibit E, Preliminary Construction Schedule dated XXXX

Exhibit F, Design-Build Guaranteed Maximum Price supporting documentation developed by J.A. Street dated July 15, 2021

Exhibit G, Interim Agreement between Russell County, Virginia and J.A. Street & Associates dated February 8, 2021 (attached by reference)

Exhibit H, J.A. Street PPEA Conceptual Phase Proposal dated September 18, 2020 (attached by reference)

Exhibit I, J.A. Street PPEA Detailed Phase Proposal dated November 13, 2020 (attached by reference)

Exhibit J, Request for Proposals dated August 12, 2020 (attached by reference)

Exhibit K, AIA Document A312-2010 Performance and Payment Bonds

Exhibit L, AIA Document G702-1992 Application and Certificate for Payment and AIA Document G703-1992 Continuation Sheet

Exhibit M, AIA Document G704DB-2017 Certificate of Substantial Completion

Exhibit N, AIA Document G706-1994 Contractor's Affidavit of Payment of Debts and Claims

Exhibit O, Russell County, Virginia Required General Terms and Conditions

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Curtis Elswick, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:08:08 ET on 07/23/2021 under Order No. 5496283445 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document A141[™] – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141[™]–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 2nd day of August in the year 2021 (the "Agreement")

for the following PROJECT:

Russell County Courthouse Expansion & Renovation
Lebanon, Virginia

THE OWNER:

Russell County, Virginia
137 Highland Drive
Lebanon, VA 24266

THE DESIGN-BUILDER:

J.A. Street & Associates
245 Birch Street, P.O. Box 725
Blountville, TN 37617

The term Design-Builder shall be synonymous with Private Entity or PPEA Firm or Contractor.

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

- Stipulated Sum, in accordance with Section A.1.2 below
- Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

[X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be (\$), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(Paragraph deleted)

§ A.1.2.3 Unit prices, if any:

(Paragraph deleted)

Item

Units and Limitations

Price per Unit (\$0.00)

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

(Paragraph deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(Paragraph deleted)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Reimbursable Cost of the Work, Subcontractor Bonds/Insurances, Design-Builder Insurances, Performance and Payment Bonds, Fixed Design Fee, Design-Builder Contingency, and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Fifteen Million Two Hundred Fifty Thousand Four Hundred Fifty Seven and 00/100 Dollars (\$15,250,457.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

The Guaranteed Maximum Price noted above includes Design-Builder fees for performing services included in the Interim Agreement dated February 8, 2021 in the amount of \$699,918 with balance for construction phase services of \$14,550,539.00. Total Guaranteed Maximum Price and amount for services included in the executed Interim Agreement shall not exceed \$15,250,457.00 and is as follows:

\$14,060,201 for construction of new addition and renovation required to connect new addition to existing courthouse, mass demolition and associated sitework, utilities and parking

\$1,190,256 budget allowance for renovations to existing courthouse with scope of renovations to be determined at a later date

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

Init.

The GMP is the maximum sum that the Owner shall pay to the Design-Builder in total for this Project, except as otherwise provided in this Agreement. It includes all the Reimbursable Costs and Fixed Fees as defined in within this Agreement that will be payable to Design-Builder.

b. If at any time during construction it becomes apparent that the final Reimbursable Costs and Fixed Fees will exceed the GMP, the Private Entity shall immediately notify the Owner's Representative and advise him/her of the action it proposes to take to reduce costs.

c. All proposed revisions or changes to the approved Plans and Specifications must be submitted to the Owner's Representative for review and approval for conformance with the approved Construction Documents plans and specifications, regardless of whether or not they affect the GMP. Owner's Representative's review and approval shall be not be unreasonably conditioned.

d. Design-Builder shall ensure that the GMP amount is not exceeded, but if such amount is exceeded, Design-Builder shall be solely responsible for any such excess amount.

e. No payment shall be made to Design-Builder in excess of the GMP except as adjusted for any Changes made in accordance with this Agreement. The Design-Builder shall be wholly responsible to complete the Project at no compensation above the GMP as adjusted for any Changes made in accordance with this Agreement, and the Owner shall have no obligation to pay the Design-Builder such excess amount or any portion thereof.

REIMBURSABLE COSTS

a. Subject to the limitation that payments to Design-Builder shall not exceed the GMP, the Owner will reimburse the Private Entity for all the following costs for the Project:

1. Contractor materials, supplies, and equipment either incorporated directly into the construction on the Project or required to accomplish a construction activity on the Project including equipment rental or lease, transportation, and storage.

2. Contractor labor costs for personnel performing labor at the Project site. Labor costs include hourly rates with all fringe benefits and taxes required by law and applicable contracts in force between the Contractor and its employees or its standard benefits package.

3. Subcontractor costs for Work on items directly related to and/or incorporated into the finished construction for the Project including the cost of completing Punch List Items. The term "subcontracts" includes purchase orders. The Design-Builder shall conduct the subcontractor bid process on an "open book" basis, and shall allow the Owner's Representative to observe the receipt and analysis of all bids. The Design-Builder shall seek to invite at least six (6) bidders, if practical, and endeavor to receive price quotations from at least three (3) firms for all subcontracts for, but not limited to, equipment, equipment rentals or leases, materials, labor contracts, any other supplies or services, where the quotations are expected to exceed or actually exceed \$50,000, unless otherwise authorized by the Owner's Representative. The Owner's Representative may recommend additional subcontractor bidders to the Design-Builder. The Design-Builder shall furnish copies of quotations to the Owner's Representative for review and approval prior to award. It is not required that the award be made to the lowest offeror, but shall be made on the basis of best value. Copies of all subcontracts, including all modifications and/or revisions will be furnished to the Owner's Representative within five (5) working days from issuance. The Design-Builder shall not "bid shop" subcontracts after selection.

4. Other Project-related direct costs that shall be reimbursed under this Agreement include, but are not limited to, the following: Contractor direct expenses, insurance (including project specific insurance riders of any type and accounting (project related), general conditions, payment and performance bonds, taxes including gross receipts tax, permits, utility availability, relocation and usage costs, "on site construction" supervision, quality control, testing, safety, training, engineering/layout, fire protection, cleanup, field office equipment and operation, but not including expenses incurred prior to the Effective Date of this Agreement. Design-Builder may self-perform up to 10% of the cost of the construction work provided the Design-Builder's price for the work can be demonstrated to be lower than competitive bids from trades contractors or is advantageous to the Owner.

5. Reimbursable Costs for non-construction portions of the Work shall be documented with vendor's invoices to Design-Builder and other similar documentation. Detailed information regarding vendor's hourly rates, materials costs or other expenditures will not be provided.

b. Owner will not reimburse Private Entity for the following costs:

1. Contractor costs not associated with personnel assigned to the Project are considered to be indirect costs that are included as part of the Fixed Fees and are not Reimbursable Costs. Examples of indirect costs that are not Reimbursable Costs include, but are not limited to: bonuses to senior executives, travel by company executives or officers, and personnel whose services and/or responsibilities include multiple projects, e.g., accounting, home office estimating, and purchasing personnel; provided, however, that costs for such personnel on multiple projects may be reimbursed if the Design-Builder requires each of such personnel to maintain accurate timesheets of any time applicable to the Project, if such time allocated to the Project is reasonable, and if the Design-Builder makes such timesheets available to the Owner at any time and from time to time as requested by the Owner. Additionally, costs for repairs and maintenance of Contractor-owned equipment (including by any subsidiary or affiliated companies) or rental equipment are not Reimbursable Costs. Repair costs and costs of routine maintenance of rental equipment are to be included in the rental price.

2. Public relations and advertising, bad debts, contributions and donations, dividends or payments of profits, entertainment, fines or penalties, life insurance for officers, partners, or proprietors, interest on loans, lobbying, losses on other contracts, income taxes, proposal preparation costs except for proposals arising from change requests or direction from the Owner or Owner's Representative, and legal costs involving disputes with the Owner.

3. The cost of all warranty work will be the responsibility of the Design-Builder, including time spent coordinating warranty work by the Design-Builder's project manager, superintendent, or other team members.

4. Costs incurred prior to the Effective Date of this Agreement, except design or preconstruction services included in the Contract Cost Limit and authorized in advance of this agreement to expedite the schedule, unless the same have already been paid, or with the consent of the Owner prior to the Effective Date are to be paid, outside of this Agreement.

c. Buyout savings will be reviewed on a periodic basis as Design-Builder completes procurement of the Work. The net combined buyout savings from individual line items from within the established Reimbursable Costs will be split 60% Owner/40% Design-Builder once all Work has been procured. The buyouts of materials and self-performed work of the design-builder are to be included in total net combined savings to be split 60% Owner/40% Design-Builder.

d. Expenditures from the Design-Builder's contingency must be approved in advance by the Owner's Representative, whose approval will not be unreasonably withheld. The Design-Builder's Contingency may be used by the Design-Builder for scope gaps between trade contractors and unforeseen field conditions (not to include unforeseen unsuitable materials, rock or other obstructions not assumed in estimated quantities included in the cost of the work). Any other proposed use must be approved by the Owner in writing before the Design-Builder commits funds from the Design-Builder Contingency. The Private Entity must submit a completely documented request for the Owner's Representative's review and approval justifying why the request is not included in the GMP. The Design-Builder must provide the Owner notice of each use of the Design-Builder Contingency within a reasonable amount of time, but no later than three (3) work days prior to committing funds from the Design-Builder Contingency. The Design-Builder may use the Design-Build Contingency to cover the cost of any needed repairs that need to be made during the construction process, however, costs for repair work will need to be back-charged to subcontractors or covered out of the Design-Builder's Fee. The Owner will not be responsible for the cost of repairs made during construction. The parties agree that any excess contingency at the completion of the Project shall be returned 100% to the Owner. If the cost of the Project exceeds the GMP as adjusted for any Changes, including the full amount of the Design-Build Contingency, the Private Entity shall be solely responsible for any such excess amount above the GMP as adjusted for any Changes.

FIXED FEES

The Owner shall pay the Design-Build Fixed Fees, which consist of the architecture and engineering fees, pre-construction fees and expenses, and general contracting fees not already assumed within the scope of the Interim Agreement. The Fixed Fees include all compensation payable by Owner to Design-Builder beyond Reimbursable Costs for the Services and are intended to compensate for the Design-Builder's home office support, overhead costs, and profit for the Project and for all design (architectural/engineering) and other professional services. The Fixed Fees will not vary with either the estimated cost or actual cost of construction of the Project. The components of the Fixed Fees below may only be increased if the Owner requests changes that alter the design after the GMP is established or design documents are considered 100% complete by both parties. The Fixed Fees will not be reduced unless the Owner's Representative reasonably requires an equitable reduction in the Fixed Fees for any Change that significantly reduces the scope of the Work, provided that such costs have not been incurred prior to the equitable reduction.

a. A-E Services for Design, Construction Documents and During Construction: This component of the Fixed Fees covers the design and preparation of Construction Documents. The A-E will provide coordination with all jurisdictions, authorities, planning and zoning, and building officials to obtain all necessary input, approvals and permits. This component of the Fixed Fees also covers construction administration by the A-E and includes, but is not limited to, review of shop drawings and samples, field interpretation of Construction Documents, preparation of required clarification drawings, and participation in quality control activities.

b. Contractor Fee during pre-construction and construction: This component of the Fixed Fees covers all pre-construction services, including design reviews, cost estimates, preparation of a GMP, profit on construction plus home office support (including project manager, project engineer, estimator, and purchasing agent) and overhead costs.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

Allowances are established for scopes of work that cannot be fully defined at the time of the establishment of the GMP. The Design-Builder will be responsible for managing each allowance to ensure the amount of each allowance is not exceeded without prior approval of the Owner.

Abatement Allowance	\$50,000 (included in budget allowance for renovations)
Cupola Repairs	\$15,000 (included in budget allowance for renovations)
Access Doors and Frames	\$10,500 (new construction)
Courtroom Modifications	\$25,000 (included in budget allowance for renovations)
Finish Patching	\$25,000 (included in budget allowance for renovations)
Courtroom Seating	\$100,000 (new construction)

§ A.1.4.3.4 Unit Prices, if any:
(Paragraph deleted)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Design-Build Guaranteed Maximum Price supporting documentation developed by J.A. Street dated July 15, 2021.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 28th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 28th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Forty Five (45) days after the Owner receives the Application for Payment.

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of Five percent (5 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5 %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

Reduction of retainage, if any, will be negotiated between Owner and Design-Builder upon reaching Substantial Completion.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than () days from the date of this Amendment, or as follows:

(Paragraphs deleted)

Date of commencement will be fixed in a forthcoming Notice to Proceed. It is anticipated that commencement of the Work will commence on or about August 23, 2021. Work shall reach Substantial Completion within XX months from date of commencement included in Notice to Proceed.

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

If Work is not fully and satisfactorily completed within the period of time set forth in this Agreement, the Owner and Design-Builder agree to damages for delay in the form of liquidated damages in the amount of \$1,000 per day for each day in delay in achieving Substantial Completion. If Final Completion of the Work is not achieved by the 60th day after Substantial Completion has been achieved, and if no extension of such time period has been granted by the Owner as required by this Agreement, then Design-Builder shall owe the Owner \$250 per day for each day in delay in achieving Final Completion.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The Specifications:

Specifications dated June 3, 2021 and any and all associated addenda issued as of the date of Agreement.

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The Drawings:
(Paragraph deleted)

Drawings dated June 1, 2021 and any and all associated addenda issued as of the date of Agreement

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(Paragraph deleted)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances and Contingencies:

.1 Allowances

See A.1.4.3.3 above.

.2 Contingencies

See A.1.4.3.2 above.

Init.

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See Design-Build Guaranteed Maximum Price supporting documentation developed by J.A. Street dated July 15, 2021

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

.1 Superintendent

.2 Project Manager

Marcus Wilcox

.3 Others

Brian Poe, Preconstruction Manager

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

Architect/Engineer of Record:
Silling Associates, Inc.
405 Capital Street
Upper Atrium
Charleston, WV 25301

MEP Engineer:
Thompson & Litton

Structural Engineer:
Thompson & Litton

Civil Engineer:
Appalachian Design Services

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(Paragraph deleted)

Init.

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
-----------------	------------------------------	---------------	---------------------

§ **A.5.1.1.3** Wages and salaries of the Design-Builder’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ **A.5.1.1.4** Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ **A.5.1.1.5** Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner’s prior approval.

§ **A.5.1.2 Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ **A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction**

§ **A.5.1.3.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ **A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ **A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ **A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ **A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner’s prior approval.

§ **A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ **A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ **A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner’s prior approval.

§ **A.5.1.5 Miscellaneous Costs**

§ **A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner’s prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ **A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable. Design-Builder will make all reasonable efforts to utilize the Owner's tax exempt status to save costs in regards to sales tax, etc.

§ **A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ **A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ **A.5.1.5.5** Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ **A.5.1.5.6** With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ **A.5.1.5.7** Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ **A.5.1.5.8** With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ **A.5.1.5.9** With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ **A.5.1.5.10** That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ **A.5.1.6 Other Costs and Emergencies**

§ **A.5.1.6.1** Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ **A.5.1.6.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ **A.5.1.6.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ **A.5.1.7 Related Party Transactions**

§ **A.5.1.7.1** For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ **A.5.1.7.2** If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity

of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit

and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)

Additions and Deletions Report for AIA[®] Document A141[™] – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:18:45 ET on 07/23/2021.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141[™]–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 2nd day of August in the year 2021 (the "Agreement")
(In words, indicate day, month and year.)

...

(Name and location or address)

Russell County Courthouse Expansion & Renovation
Lebanon, Virginia

...

(Name, legal status and address)

...

Russell County, Virginia
137 Highland Drive
Lebanon, VA 24266

...

(Name, legal status and address) J.A. Street & Associates
245 Birch Street, P.O. Box 725
Blountville, TN 37617

The term Design-Builder shall be synonymous with Private Entity or PPEA Firm or Contractor.

...

(Check the appropriate box.)

PAGE 2

Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

...

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

...

(Identify item, state the unit price, and state any applicable quantity limitations.)

...

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

...

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

...

§ A.1.4.3.1 The sum of the ~~Cost of the Work~~ Reimbursable Cost of the Work, Subcontractor Bonds/Insurances, Design-Builder Insurances, Performance and Payment Bonds, Fixed Design Fee, Design-Builder Contingency, and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$—), Fifteen Million Two Hundred Fifty Thousand Four Hundred Fifty Seven and 00/100 Dollars (\$15,250,457.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.) The Guaranteed Maximum Price noted above includes Design-Builder fees for performing services included in the Interim Agreement dated February 8, 2021 in the amount of \$699,918 with balance for construction phase services of \$14,550,539.00. Total Guaranteed Maximum Price and amount for services included in the executed Interim Agreement shall not exceed \$15,250,457.00 and is as follows:

\$14,060,201 for construction of new addition and renovation required to connect new addition to existing courthouse, mass demolition and associated sitework, utilities and parking

\$1,190,256 budget allowance for renovations to existing courthouse with scope of renovations to be determined at a later date

...

(Provide information below or reference an attachment.)

The GMP is the maximum sum that the Owner shall pay to the Design-Builder in total for this Project, except as otherwise provided in this Agreement. It includes all the Reimbursable Costs and Fixed Fees as defined in within this Agreement that will be payable to Design-Builder.

b. If at any time during construction it becomes apparent that the final Reimbursable Costs and Fixed Fees will exceed the GMP, the Private Entity shall immediately notify the Owner's Representative and advise him/her of the action it proposes to take to reduce costs.

c. All proposed revisions or changes to the approved Plans and Specifications must be submitted to the Owner's Representative for review and approval for conformance with the approved Construction Documents plans and

specifications, regardless of whether or not they affect the GMP. Owner's Representative's review and approval shall be not be unreasonably conditioned.

d. Design-Builder shall ensure that the GMP amount is not exceeded, but if such amount is exceeded, Design-Builder shall be solely responsible for any such excess amount.

e. No payment shall be made to Design-Builder in excess of the GMP except as adjusted for any Changes made in accordance with this Agreement. The Design-Builder shall be wholly responsible to complete the Project at no compensation above the GMP as adjusted for any Changes made in accordance with this Agreement, and the Owner shall have no obligation to pay the Design-Builder such excess amount or any portion thereof.

REIMBURSABLE COSTS

a. Subject to the limitation that payments to Design-Builder shall not exceed the GMP, the Owner will reimburse the Private Entity for all the following costs for the Project:

1. Contractor materials, supplies, and equipment either incorporated directly into the construction on the Project or required to accomplish a construction activity on the Project including equipment rental or lease, transportation, and storage.

2. Contractor labor costs for personnel performing labor at the Project site. Labor costs include hourly rates with all fringe benefits and taxes required by law and applicable contracts in force between the Contractor and its employees or its standard benefits package.

3. Subcontractor costs for Work on items directly related to and/or incorporated into the finished construction for the Project including the cost of completing Punch List Items. The term "subcontracts" includes purchase orders. The Design-Builder shall conduct the subcontractor bid process on an "open book" basis, and shall allow the Owner's Representative to observe the receipt and analysis of all bids. The Design-Builder shall seek to invite at least six (6) bidders, if practical, and endeavor to receive price quotations from at least three (3) firms for all subcontracts for, but not limited to, equipment, equipment rentals or leases, materials, labor contracts, any other supplies or services, where the quotations are expected to exceed or actually exceed \$50,000, unless otherwise authorized by the Owner's Representative. The Owner's Representative may recommend additional subcontractor bidders to the Design-Builder. The Design-Builder shall furnish copies of quotations to the Owner's Representative for review and approval prior to award. It is not required that the award be made to the lowest offeror, but shall be made on the basis of best value. Copies of all subcontracts, including all modifications and/or revisions will be furnished to the Owner's Representative within five (5) working days from issuance. The Design-Builder shall not "bid shop" subcontracts after selection.

4. Other Project-related direct costs that shall be reimbursed under this Agreement include, but are not limited to, the following: Contractor direct expenses, insurance (including project specific insurance riders of any type and accounting (project related), general conditions, payment and performance bonds, taxes including gross receipts tax, permits, utility availability, relocation and usage costs, "on site construction" supervision, quality control, testing, safety, training, engineering/layout, fire protection, cleanup, field office equipment and operation, but not including expenses incurred prior to the Effective Date of this Agreement. Design-Builder may self-perform up to 10% of the cost of the construction work provided the Design-Builder's price for the work can be demonstrated to be lower than competitive bids from trades contractors or is advantageous to the Owner.

5. Reimbursable Costs for non-construction portions of the Work shall be documented with vendor's invoices to Design-Builder and other similar documentation. Detailed information regarding vendor's hourly rates, materials costs or other expenditures will not be provided.

b. Owner will not reimburse Private Entity for the following costs:

1. Contractor costs not associated with personnel assigned to the Project are considered to be indirect costs that are included as part of the Fixed Fees and are not Reimbursable Costs. Examples of indirect costs that are not Reimbursable Costs include, but are not limited to: bonuses to senior executives, travel by company executives or officers, and personnel whose services and/or responsibilities include multiple projects, e.g., accounting, home office

estimating, and purchasing personnel; provided, however, that costs for such personnel on multiple projects may be reimbursed if the Design-Builder requires each of such personnel to maintain accurate timesheets of any time applicable to the Project, if such time allocated to the Project is reasonable, and if the Design-Builder makes such timesheets available to the Owner at any time and from time to time as requested by the Owner. Additionally, costs for repairs and maintenance of Contractor-owned equipment (including by any subsidiary or affiliated companies) or rental equipment are not Reimbursable Costs. Repair costs and costs of routine maintenance of rental equipment are to be included in the rental price.

2. Public relations and advertising, bad debts, contributions and donations, dividends or payments of profits, entertainment, fines or penalties, life insurance for officers, partners, or proprietors, interest on loans, lobbying, losses on other contracts, income taxes, proposal preparation costs except for proposals arising from change requests or direction from the Owner or Owner's Representative, and legal costs involving disputes with the Owner.

3. The cost of all warranty work will be the responsibility of the Design-Builder, including time spent coordinating warranty work by the Design-Builder's project manager, superintendent, or other team members.

4. Costs incurred prior to the Effective Date of this Agreement, except design or preconstruction services included in the Contract Cost Limit and authorized in advance of this agreement to expedite the schedule, unless the same have already been paid, or with the consent of the Owner prior to the Effective Date are to be paid, outside of this Agreement.

c. Buyout savings will be reviewed on a periodic basis as Design-Builder completes procurement of the Work. The net combined buyout savings from individual line items from within the established Reimbursable Costs will be split 60% Owner/40% Design-Builder once all Work has been procured. The buyouts of materials and self-performed work of the design-builder are to be included in total net combined savings to be split 60% Owner/40% Design-Builder.

d. Expenditures from the Design-Builder's contingency must be approved in advance by the Owner's Representative, whose approval will not be unreasonably withheld. The Design-Builder's Contingency may be used by the Design-Builder for scope gaps between trade contractors and unforeseen field conditions (not to include unforeseen unsuitable materials, rock or other obstructions not assumed in estimated quantities included in the cost of the work). Any other proposed use must be approved by the Owner in writing before the Design-Builder commits funds from the Design-Builder Contingency. The Private Entity must submit a completely documented request for the Owner's Representative's review and approval justifying why the request is not included in the GMP. The Design-Builder must provide the Owner notice of each use of the Design-Builder Contingency within a reasonable amount of time, but no later than three (3) work days prior to committing funds from the Design-Builder Contingency. The Design-Builder may use the Design-Build Contingency to cover the cost of any needed repairs that need to be made during the construction process, however, costs for repair work will need to be back-charged to subcontractors or covered out of the Design-Builder's Fee. The Owner will not be responsible for the cost of repairs made during construction. The parties agree that any excess contingency at the completion of the Project shall be returned 100% to the Owner. If the cost of the Project exceeds the GMP as adjusted for any Changes, including the full amount of the Design-Build Contingency, the Private Entity shall be solely responsible for any such excess amount above the GMP as adjusted for any Changes.

FIXED FEES

The Owner shall pay the Design-Build Fixed Fees, which consist of the architecture and engineering fees, pre-construction fees and expenses, and general contracting fees not already assumed within the scope of the Interim Agreement. The Fixed Fees include all compensation payable by Owner to Design-Builder beyond Reimbursable Costs for the Services and are intended to compensate for the Design-Builder's home office support, overhead costs, and profit for the Project and for all design (architectural/engineering) and other professional services. The Fixed Fees will not vary with either the estimated cost or actual cost of construction of the Project. The components of the Fixed Fees below may only be increased if the Owner requests changes that alter the design after the GMP is established or design documents are considered 100% complete by both parties. The Fixed Fees will not be reduced unless the Owner's Representative reasonably requires an equitable reduction in the Fixed Fees for any Change that significantly reduces the scope of the Work, provided that such costs have not been incurred prior to the equitable reduction.

a. A-E Services for Design, Construction Documents and During Construction: This component of the Fixed Fees covers the design and preparation of Construction Documents. The A-E will provide coordination with all jurisdictions, authorities, planning and zoning, and building officials to obtain all necessary input, approvals and permits. This component of the Fixed Fees also covers construction administration by the A-E and includes, but is not limited to, review of shop drawings and samples, field interpretation of Construction Documents, preparation of required clarification drawings, and participation in quality control activities.

b. Contractor Fee during pre-construction and construction: This component of the Fixed Fees covers all pre-construction services, including design reviews, cost estimates, preparation of a GMP, profit on construction plus home office support (including project manager, project engineer, estimator, and purchasing agent) and overhead costs.

PAGE 5

~~(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)~~
Allowances are established for scopes of work that cannot be fully defined at the time of the establishment of the GMP. The Design-Builder will be responsible for managing each allowance to ensure the amount of each allowance is not exceeded without prior approval of the Owner.

<u>Abatement Allowance</u>	<u>\$50,000 (included in budget allowance for renovations)</u>
<u>Cupola Repairs</u>	<u>\$15,000 (included in budget allowance for renovations)</u>
<u>Access Doors and Frames</u>	<u>\$10,500 (new construction)</u>
<u>Courtroom Modifications</u>	<u>\$25,000 (included in budget allowance for renovations)</u>
<u>Finish Patching</u>	<u>\$25,000 (included in budget allowance for renovations)</u>
<u>Courtroom Seating</u>	<u>\$100,000 (new construction)</u>

...

(Identify item, state the unit price, and state any applicable quantity limitations.)

...

See Design-Build Guaranteed Maximum Price supporting documentation developed by J.A. Street dated July 15, 2021.

PAGE 6

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 28th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 28th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Forty Five (45) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

...

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- 1 — Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum

- allocated to that portion of the Work in the schedule of values, less retainage of — percent (—%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2— Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (—%);
 - .3— Subtract the aggregate of previous payments made by the Owner; and
 - .4— Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1— Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)*
- .2— Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1— Take the Cost of the Work as described in Article A.5 of this Amendment;
- .2— Add the Design-Builder's Fee, less retainage of — percent (—%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3— Subtract retainage of — percent (—%) from that portion of the Work that the Design-Builder self-performs;
- .4— Subtract the aggregate of previous payments made by the Owner;
- .5— Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6— Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

- .3 Add the Design-Builder's Fee, less retainage of Five percent (5 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5 %) from that portion of the Work that the Design-Builder self-performs;
- ...
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

Reduction of retainage, if any, will be negotiated between Owner and Design-Builder upon reaching Substantial Completion.

...

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Date of commencement will be fixed in a forthcoming Notice to Proceed. It is anticipated that commencement of the Work will commence on or about August 23, 2021. Work shall reach Substantial Completion within XX months from date of commencement included in Notice to Proceed.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

If Work is not fully and satisfactorily completed within the period of time set forth in this Agreement, the Owner and Design-Builder agree to damages for delay in the form of liquidated damages in the amount of \$1,000 per day for each day in delay in achieving Substantial Completion. If Final Completion of the Work is not achieved by the 60th day after Substantial Completion has been achieved, and if no extension of such time period has been granted by the Owner as required by this Agreement, then Design-Builder shall owe the Owner \$250 per day for each day in delay in achieving Final Completion.

...

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Specifications dated June 3, 2021 and any and all associated addenda issued as of the date of Agreement.

...

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Drawings dated June 1, 2021 and any and all associated addenda issued as of the date of Agreement

...

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The

Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

...

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

...

See A.1.4.3.3 above.

...

See A.1.4.3.2 above.

PAGE 9

See Design-Build Guaranteed Maximum Price supporting documentation developed by J.A. Street dated July 15, 2021

...

(Identify name, title and contact information.)

...

Marcus Wilcox

...

Brian Poe, Preconstruction Manager

...

(List name, discipline, address and other information.)

Architect/Engineer of Record:
Silling Associates, Inc.
405 Capital Street
Upper Atrium
Charleston, WV 25301

MEP Engineer:
Thompson & Litton

Structural Engineer:
Thompson & Litton
Civil Engineer:
Appalachian Design Services

...

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

PAGE 11

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable. Design-Builder will make all reasonable efforts to utilize the Owner's tax exempt status to save costs in regards to sales tax, etc.



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Curtis Elswick, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:18:45 ET on 07/23/2021 under Order No. 5496283445 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

RUSSELL COUNTY COURTHOUSE
GMP DRAFT SUMMARY

JASA
7/15/21

SCOPE OF WORK	<u>NEW</u>	<u>EXISTING</u>	<u>TOTAL</u>
GENERAL CONDITIONS	\$592,682	\$90,731	\$683,413
Abatement ALLOWANCE	\$0	\$50,000	\$50,000
Demolition Selective	\$10,000	\$68,540	\$78,540
Soil Treatment DELETED	\$0		\$0
SITE WORK	\$1,200,215		\$1,200,215
CONCRETE	\$993,796		\$993,796
Masonry New	\$1,030,196		\$1,030,196
Masonry Restoration	\$0	\$73,980	\$73,980
Structural Steel Turkey	\$1,388,750		\$1,388,750
Structural Modifications	\$0	\$30,554	\$30,554
Metal Trusses	\$98,341		\$98,341
Metal Column Covers	\$33,600		\$33,600
Miscellaneous Metals	\$37,691		\$37,691
Carpentry Rough	\$105,510	\$10,000	\$115,510
Carpentry Finish	\$269,298	\$12,612	\$281,910
Roofing	\$344,703	\$237,393	\$582,095
Insulation Spray	\$28,921		\$28,921
Metal Trim Elements	\$187,950		\$187,950
Cupola Repairs ALLOWANCE	\$0	\$15,000	\$15,000
Spray Fireproofing	\$0		\$0
Caulking & Sealants	\$225,000	\$5,000	\$230,000
Doors & Hardware Materials	\$215,218	\$30,089	\$245,308
Doors & Hardware Installation	\$18,750	\$4,500	\$23,250
Access Doors ALLOWANCE	\$10,500		\$10,500
Service Doors	\$25,200		\$25,200
Glass & Glazing	\$276,363	\$124,342	\$400,705
Metal Studs & Drywall	\$875,706	\$65,638	\$941,344
Acoustical Ceilings	\$135,000		\$135,000
Acoustical Control DELETED	\$0		\$0
Flooring Resilient & Carpet	\$192,500	\$39,500	\$232,000
Tile	\$159,864		\$159,864
Painting	\$135,970	\$78,800	\$214,770
Courtroom Modifications ALLOWANCE	\$0	\$25,000	\$25,000
Finish Patching ALLOWANCE	\$0	\$25,000	\$25,000
SPECIALTIES	\$92,250	\$7,863	\$100,113
Detention Equipment	\$297,558		\$297,558
Roof Screens	\$54,810		\$54,810

Window Coverings	\$19,466		\$19,466
Courtroom Seating ALLOWANCE	\$100,000		\$100,000
Elevators	\$303,485		\$303,485
Fire Protection	\$146,500		\$146,500
Mechanical	\$1,445,865	\$1,069,550	\$2,515,415
Electrical	\$658,349	\$317,509	\$975,858
TRADE COSTS	\$11,710,009	\$2,381,600	\$14,091,609
Contingency	\$450,000	\$50,000	\$500,000
Insurance, Permitting & Bonding	\$167,057	\$33,406	\$200,463
Architectural & Engineering Design	\$875,000		\$875,000
CM Fee & Overhead	\$858,134	\$160,225	\$1,018,360
TOTAL PROJECT	\$14,060,201	\$2,625,231	\$16,685,432

ORIGINAL BUDGET			\$15,250,456
DD BUDGET			\$17,076,559

EXCLUSIONS

Relocation Costs for Interim County Services
Testing & Special Inspections
Utility Usage Fees (Owner's Electrical and Water)
Rock and Unsuitable Soils Removal/Remediation
Furniture, Fixtures & Equipment
Audio/Visual Systems
Replacement/Modification of Existing Elevator System
Security Systems & Access Control
Surveillance Cameras & Equipment
Data/Communications Equipment & Wiring

DRAFT AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:		PROJECT:		APPLICATION NO: 001	Distribution to:
					OWNER: <input type="checkbox"/>
FROM		VIA		PERIOD TO:	ARCHITECT: <input type="checkbox"/>
CONTRACTOR:		ARCHITECT:		General Construction	CONTRACTOR: <input type="checkbox"/>
				CONTRACT DATE:	FIELD: <input type="checkbox"/>
				PROJECT NOS: / /	: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$0.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703: \$0.00)= \$0.00	
b. 0 % of Stored Material (Column F on G703: \$0.00)= \$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: _____
State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

Buchanan County Courthouse Renovation & Expansion
Grundy, VA

CONTRACT INFORMATION:

Contract For: Design-Build Services

CERTIFICATE INFORMATION:

Certificate Number:

Date:

Date:

OWNER: *(name and address)*

Buchanan County Board of Supervisors
Buchanan County, Virginia
1012 Walnut Street
Grundy, VA 24614

ARCHITECT: *(name and address)*

Silling Associates, Inc.
405 Capital Street
Upper Atrium
Charleston, WV 25301

CONTRACTOR: *(name and address)*

J.A. Street & Associates
245 Birch Street, P.O. Box 725
Blountville, TN 37617

The Work identified below has been reviewed and found, to the Architect’s best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner’s and Contractor’s legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA[®]

Document A312™ – 2010

Payment Bond

(Row deleted)

CONTRACTOR:

J.A. Street & Associates
245 Birch Street, P.O. Box 725
Blountville, TN 37617

(Row deleted)

OWNER:

Buchanan County Board of Supervisors

Buchanan County, Virginia
1012 Walnut Street
Grundy, VA 24614

CONSTRUCTION CONTRACT

Date:

Amount: \$

(Row deleted)

Description:

Buchanan County Courthouse Renovation & Expansion
Grundy, VA

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

Robert Craig Horn
County Administrator
Buchanan County, Virginia
1012 Walnut Street
Grundy, VA 24614
276-935-6500

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

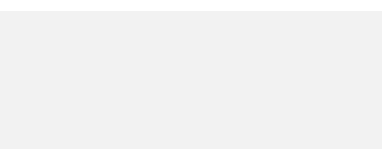
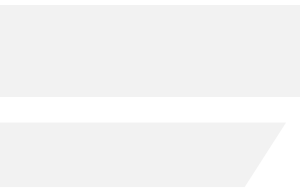
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

User Notes:

(1870232171)

| (Row deleted)



Init.

/

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:25:22 ET on 07/23/2021 under Order No.5496283445 which expires on 12/18/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1870232171)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Additions and Deletions Report for

AIA® Document A312™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:25:22 ET on 07/23/2021.

PAGE 1

CONTRACTOR:

(Name, legal status and address)

CONTRACTOR:

J.A. Street & Associates
245 Birch Street, P.O. Box 725
Blountville, TN 37617

OWNER:

Buchanan County Board of Supervisors

Buchanan County, Virginia
1012 Walnut Street
Grundy, VA 24614

...

Description:

Description:

Buchanan County Courthouse Renovation & Expansion
Grundy, VA

...

AGENT or BROKER:

(Architect, Engineer or other party)

OWNER'S REPRESENTATIVE:

Robert Craig Horn
County Administrator
Buchanan County, Virginia
1012 Walnut Street
Grundy, VA 24614
276-935-6500

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Curtis Elswick, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:25:22 ET on 07/23/2021 under Order No. 5496283445 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document A312™ – 2010

Performance Bond

(Row deleted)

CONTRACTOR:

J.A. Street & Associates
245 Birch Street, P.O. Box 725
Blountville, TN 37617

(Row deleted)

OWNER:

Buchanan County Board of Supervisors

Buchanan County, Virginia
1012 Walnut Street
Grundy, VA 24614

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Buchanan County Courthouse Renovation & Expansion
Grundy, VA

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

OWNER'S REPRESENTATIVE:

Robert Craig Horn
County Administrator
Buchanan County, Virginia
1012 Walnut Street
Grundy, VA 24614
276-935-6500

(Row deleted)

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

User Notes:

(1282305871)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Additions and Deletions Report for AIA[®] Document A312[™] – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:27:42 ET on 07/23/2021.

PAGE 1

CONTRACTOR:

(Name, legal status and address)

CONTRACTOR:

J.A. Street & Associates
245 Birch Street, P.O. Box 725
Blountville, TN 37617

OWNER:

Buchanan County Board of Supervisors
Buchanan County, Virginia
1012 Walnut Street
Grundy, VA 24614

...

Buchanan County Courthouse Renovation & Expansion
Grundy, VA

...

AGENT or BROKER:

(Architect, Engineer or other party:)

OWNER'S REPRESENTATIVE:

Robert Craig Horn
County Administrator
Buchanan County, Virginia
1012 Walnut Street
Grundy, VA 24614
276-935-6500

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Curtis Elswick, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:27:42 ET on 07/23/2021 under Order No. 5496283445 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT I

RUSSELL COUNTY VIRGINIA

REQUIRED GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the County's Circuit Court. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the County may terminate the affected part of this contract for

breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer, or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the County, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time-period as the debarred vendor.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.

H. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the County or County Agent whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the County shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting County, on or before request for final payment, evidence, and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the County or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

K. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The County further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the County that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

L. **TESTING AND INSPECTION:** The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- M. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
- N. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the County of the adjustment to be sought, and before proceeding to comply with the notice, shall await the County's written decision affirming, modifying, or revoking the prior written notice. If the County decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently.
- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- P. **TAXES:** Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- Q. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- R. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified

herein, standard commercial packaging, packing, and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- S. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

- U. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from

engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the County shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

X. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:**

This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 of the Code

of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so, required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

BB. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in County training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The County may require, at its sole discretion, the removal and replacement of any Contract Worker who the County reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

Russell County Virginia

“The Heart of Southwest Virginia”

Oris Christian
At-Large

Lou Ann Wallace
District 2

Carl Rhea
District 3

Rebecca Dye, Chairperson
District 6

Tim Lovelace, Vice-Chairman
District 1

David Eaton
District 4

Steve Breeding
District 5

Lonzo Lester
County Administrator

REQUESTS FOR QUALIFICATIONS

BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA

The Board of Supervisors of Russell County, Virginia, hereinafter referred to as “The Board”, hereby issues to qualified firms and individuals, a Request for Qualifications (hereinafter referred to as “RFQ”) The Board proposes to award a contract for consulting services to assist the Board with building inspection services for a substantial industrial regional project. Services are anticipated to include but are not limited to providing professional environmental and engineering services relating to Erosion and Sediment Control and Industrial Building Inspection Services.

Statements of Qualification will be evaluated based on the following information:

1. Experience and qualifications of firms or individuals.
2. Offeror’s past work experience with substantial industrial projects.
3. Relevant experience in providing similar services.
4. Capability to meet time schedules and budget requirements.
5. Location of offeror’s staff and/or offices in relation to Russell County.

Proposals are due before 11:00 a.m., on Tuesday, July 6, 2021, and shall be addressed to Lonzo Lester, County Administrator, Russell County, Virginia, in care of Chafin Law Firm, P.C., at 44 East Main Street, P.O. Box 1210, Lebanon, VA 24266.

Applicants will be ranked, and negotiations will begin with the top-ranked applicant in accordance with applicable Virginia Procurement requirements. If a contract satisfactory and advantageous to the Board can be negotiated at a price considered fair and reasonable, the award will be made to that applicant. Otherwise, negotiations with the applicant ranked first will be formally terminated and negotiations will be conducted with the applicant ranked second, and so on, until a satisfactory contract is reached. The Board reserves the right to reject any and/or all proposals.

Authorized By:
Board of Supervisors of Russell County, Virginia

From: [Lonzo Lester](mailto:Lonzo.Lester@chafinlaw.com)
To: kpatton@chafinlaw.com
Subject: OFFICIAL ELECT ADVISORY - Waiver to Administer an Existing Split Precinct
Date: Thursday, July 29, 2021 10:06:00 AM
Attachments: [image.png](#)

From: General Registrar <govote167@bvuv.net>
Subject: FWD: OFFICIAL ELECT ADVISORY - Waiver to Administer an Existing Split Precinct

Lonzo and Katie,

Please see the advisory below from the Virginia Department of Elections.

Under the provisions of 24.2-307, localities are required to comply with the following *Each precinct shall be wholly contained within a single congressional district, Senate district, House of Delegates district, and election district used for the election of one or more members of the governing body or school board for the county or city. In each year ending in one, the governing body of each county and city shall establish the precinct boundaries to be consistent with any congressional district, Senate district, House of Delegates district, and local election district that was adopted by the appropriate authority by June 15 of that year. If congressional districts, Senate districts, House of Delegates districts, or local election districts have not been adopted by the appropriate authority by June 15 of a year ending in one, the governing body may use the congressional districts, Senate districts, House of Delegates districts, or local election districts as such districts existed on June 15 of that year as the basis for establishing the precinct boundaries to be used for the elections to be held in November of that year. Such governing body shall establish precinct boundaries to be consistent with any subsequent changes to the congressional districts, Senate districts, House of Delegates districts, or local election districts. If a governing body is unable to establish a precinct with the minimum number of registered voters without splitting the precinct between two or more congressional districts, Senate districts, House of Delegates districts, or local election districts, it shall apply to the State Board for a waiver to administer a split precinct. The State Board may grant the waiver or direct the governing body to establish a precinct with fewer than the minimum number of registered voters as permitted by § 24.2-309. A governing body granted a waiver to administer a split precinct or directed to establish a precinct with fewer than the minimum number of registered voters may use such a precinct for any election held that year.*

Given the delay in Redistricting activities due to delayed Census data, the state will be granting waivers for the curing of the split precincts, as detailed above.

Under the provisions of 24.2-307, Russell County has the following split precincts in need of a waiver.

Precinct Name	Split Type
New Garden	House of Delegates 3 & 4
Cleveland	Town Boundary
Lebanon	Town Boundary
Honaker	Town Boundary

In order to request this waiver, I will need to provide the Department of Elections with a copy of the minutes from a Board of Supervisors meeting, in which the governing body formally requests a waiver until such a time as redistricting can be completed.

Please add this item to the next available BOS meeting.

Please let me know if you have any questions.

Thank you,

Diana

Diana R. Shorter
Director of Elections & General Registrar
County of Russell
PO Box 383
Lebanon, VA 24266
Phone: (276)889-8006
Fax : (276)889-8022



★ VIRGINIA ★
DEPARTMENT *of* ELECTIONS

Official ELECT Advisory

SUBJECT: Waiver to Administer an Existing Split Precinct

WHY THIS IS NEEDED: The Code of Virginia § [24.2-307](#) requires the elimination of split precincts for elections held in **November, 2021 and all subsequent elections.**

HOW THIS AFFECTS YOU: The governing bodies of localities are required to establish precincts that are wholly contained within a single congressional district, Senate district, House of Delegates district, and local election district. If a governing body is unable to establish a precinct with the minimum number of registered voters without splitting the precinct, it may apply for a waiver. Additionally, if precinct boundaries that are consistent with any Congressional district, Senate district, House of Delegates district, and local election district that will be adopted by the appropriate authority, cannot be established before the 60 day precinct change prohibition pursuant to § [24.2-306](#), a governing body may request a waiver.

ACTIONS NEEDED: As delegated by the State Board of Elections on March 31, 2021, ELECT has created a simple waiver application for localities to request to administer a split precinct(s), which **the governing body must approve to apply for.**

Once approved by the governing body, a general registrar can fill out the waiver application and attach the governing body's meeting minutes or resolution. A locality may only administer a split precinct for elections held in the year the waiver is granted.



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item C-1 – C-8
Presenter: Administrator

Meeting: 8/2/21 6:00 PM

County Administrator Reports & Requests

The County Administrator Reports & Request for August 2021:

REPORTS

- 1. VA Department of Agriculture Animal Shelter Inspection Report.....C-1
- 2. VDOT August 2021 BOS Update Report.....C-2
- 3. American Rescue Plan – Economic Development Program/Grants.....C-3

REQUESTS

- 4. Voter Redistricting Steering Committee.....C-4
- 5. VA Brownfields Assistance Fund - \$50,000.....C-5
- 6. Virginia Department of Fire Programs Grant - \$90,786.....C-6
- 7. Deputy Emergency Management Coordinator Position – (Part-Time).....C-7
- 8. Spinal Muscular Atrophy Awareness Day ProclamationC-8

STAFFRECOMMENDATION(s):

Board Discretion.



VIRGINIA DEPARTMENT
OF AGRICULTURE AND
CONSUMER SERVICES

DIVISION OF ANIMAL & FOOD INDUSTRY SERVICES
OFFICE OF VETERINARY SERVICES - ANIMAL CARE
P.O. BOX 1163
RICHMOND, VA 23218
804-692-4001

ANIMAL SHELTER INSPECTION FORM

Facility Name/ID: Russell County
Public Animal Shelter

Date: 7/14/21

Time: 9:10 am

Elements of Inspection

- | | |
|----------------------------------|---|
| 1) Animals on premises. | <input checked="" type="checkbox"/> Inspected <input type="checkbox"/> Not Inspected – Explain: |
| 2) Animal enclosures. | <input checked="" type="checkbox"/> Inspected <input type="checkbox"/> Not Inspected – Explain: |
| 3) Areas of facility. | <input checked="" type="checkbox"/> Inspected <input type="checkbox"/> Not Inspected – Explain: |
| 4) Methods of animal euthanasia. | <input checked="" type="checkbox"/> Inspected <input type="checkbox"/> Not Inspected – Explain: |

5) Other (specify or indicate "N/A"): N/A

Results of Inspection

No Violations Cited

Violations Cited (Details of the violations will be provided in an Inspection Summary and included in the Inspection Report and mailed to the responsible authority. The Inspection Report will also include information regarding questions or submission of a response upon receipt of the report.)

- | | | | |
|---------------------------------------|---|---|--|
| <input type="checkbox"/> 3.2-6503 | <input type="checkbox"/> 2 VAC 5-111-20 (A) | <input type="checkbox"/> 2 VAC 5-111-30 (C) | <input type="checkbox"/> 2 VAC 5-150-120 |
| <input type="checkbox"/> 3.2-6546 (B) | <input type="checkbox"/> 2 VAC 5-111-20 (B) | <input type="checkbox"/> 2 VAC 5-111-40 (A) | <input type="checkbox"/> 2 VAC 5-150-130 |
| <input type="checkbox"/> 3.2-6546 (C) | <input type="checkbox"/> 2 VAC 5-111-20 (C) | <input type="checkbox"/> 2 VAC 5-111-40 (B) | <input type="checkbox"/> 2 VAC 5-150-140 |
| <input type="checkbox"/> 3.2-6546 (D) | <input type="checkbox"/> 2 VAC 5-111-20 (D) | <input type="checkbox"/> 2 VAC 5-111-40 (C) | <input type="checkbox"/> _____ |
| <input type="checkbox"/> 3.2-6557 | <input type="checkbox"/> 2 VAC 5-111-20 (E) | <input type="checkbox"/> 2 VAC 5-111-40 (D) | <input type="checkbox"/> _____ |
| <input type="checkbox"/> 3.2-6574 | <input type="checkbox"/> 2 VAC 5-111-30 (A) | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> 3.2-6575 | <input type="checkbox"/> 2 VAC 5-111-30 (B) | | |

Reference Materials Provided

- Virginia Administrative Code, Title 2, Agency 5, Chapter 111 "Public and Private Animal Shelters"
- Virginia Administrative Code, Title 2, Agency 5, Chapter 150 "Rules and Regulations Governing the Transportation of Companion Animals"
- VDACS Guidance Document "Guidelines Governing the Veterinary Protocols Required by Virginia Administrative Code 2 VAC 5-111-30"
- Division Administrative Directive 79-1 "Methods Prescribed or Approved for Animal Euthanasia and Competency Certification Requirements"
- VDACS Form "Animal Custody Record"
- Virginia Animal Shelter Civil Penalty Matrix – Guidelines for Enforcement
- Other (Specify):

State Veterinarian's Representative

Name: Sherry Helsel CVT

Signature: [Signature]

REVIEWED WITH: Printed Name Joshua Horner

Signature [Signature]

Date 7/14/21

Russell County BOS

VDOT Update

August 2, 2021

Route 615 Slide (Back Valley)

VDOT is nearing completion of a plan of action for this slide. The anticipated repairs are anticipated to focus on stabilizing the road platform. Efforts are continuing to identify funding for the repairs.

Pure Salmon Project

VDOT has received the internal road plans for the project. The proposed connection to Route 19 was previously approved. We understand Industrial Access funds may be pursued for the construction of the road. The residency will review the plans with Industrial Access fund requirements in mind.

Three Rivers Destination Center

The residency understands plans are moving forward for the welcome center in St Paul along Alternate Route 58. Residency staff look forward to reviewing plans for the project.

Maintenance Activities

Maintenance crews are actively involved in a variety of activities. Some hand patching continues as work load and weather conditions allow. Patching activities are anticipated to continue through the summer interspersed with other maintenance activities.

Slurry sealing and repaving of various routes within the County basically complete.

Mowing continues on 2-lane primary secondary routes.

Stabilized (gravel) roads are being worked along with ditching at various locations in the County.

The drain pipe replacement on Rt 67 just west of the intersection with Pine Creek has been rescheduled and is anticipated to be completed in August.

The section of Route 601 impacted by slide repairs last fall has been repaved.

Tumbez Hollow Rural Rustic Drainage Resolution

Residency staff is continuing work on an agreement with a private landowner for other work included in the project as well as continuing environmental permitting efforts.

Thomas Warner Rural Rustic Project

The residency has not yet received environmental clearance yet, but intends to begin construction shortly after receiving clearance.

Construction Projects

The bridge replacement on Route 663 (Rocky Fork Road) for which the Board approved closure of the route in June will be closed on or near September 1st. This is a slight delay from the original anticipated closure date but the completion date of early December is not anticipated to be impacted.

Residency staff stand ready to respond to inquiries and provide explanations but also offer the 1-800-FOR-ROAD call to enter work order requests into VDOT's tracking system.

Lonzo Lester

From: Bebber, John <John.Bebber@mail.house.gov>
Sent: Wednesday, July 28, 2021 1:49 PM
To: Bebber, John
Subject: New Funding, Resources and More
Attachments: EDA_ARP_Release+FactSheet_FINAL_7.21.pdf

Greetings,

I wanted to pass along the below email (along with the attached document) to you regarding the [American Rescue Plan funds for economic revitalization in hard-hit coal and energy communities](#). There's also a webinar on Aug 5 for folks to learn how to apply for the funding. I hope you find this info useful!

Good morning,

We are thrilled to announce a new and unprecedented investment in energy communities, which have powered the US for generations. Today, the [U.S. Department of Commerce's Economic Development Administration \(EDA\)](#) [announced](#) a [Coal Communities Commitment](#) that allocates \$300 million in American Rescue Plan funds to support economic revitalization in hard-hit coal and energy communities.

Today's announcement is a down payment on the broader goals of the [Interagency Working Group \(IWG\) on Coal and Power Plant Communities and Economic Revitalization](#), which was established as the result of an Executive Order signed by President Biden during his first week in office.

The commitment is the largest dedicated source of funding for coal communities in the history of the EDA that furthers President Biden's commitment to support the recovery and revitalization of hard-hit coal, oil and gas and power plant communities – and builds on direct investments into specific projects from agencies across the federal government, including the nearly \$260 million the Department of the Interior committed to fund abandoned mine land reclamation projects earlier this year.

The new funding is part of [EDA's broader announcement](#) of \$3 billion from the American Rescue Plan to invest in American communities, with six new Notices of Funding Opportunity (NOFOs) for communities across the country. The funding will help communities accelerate their economic recovery, improve resilience to future economic shocks, and build back better.

This historic investment in the economic development and revitalization of coal communities, which have powered America for more than a century, will provide regions with the resources to recover from the pandemic and create new jobs and opportunities, including through the development or expansion of new industry sectors.

Please join us for a [webinar](#), tentatively scheduled August 5 to learn how to apply for this funding. For more information on EDA's historic announcement, please find additional materials attached.

If you would like to learn more about the IWG or better understand the federal funding available to energy communities, please visit [energycommunities.netl.doe.gov](#) and attend the upcoming webinar. The website will be updated regularly to offer current, actionable resources to all interested stakeholders.

Best,

John L. Bebber

FOR IMMEDIATE RELEASE

July 22, 2021

Contact: publicaffairs@doc.gov

U.S. Secretary of Commerce Gina Raimondo Announces \$3 Billion Investment in America's Communities

Historic investment from President Biden's American Rescue Plan represents the largest economic development initiative in decades

Communities across the country will be able to apply for funding immediately

WASHINGTON – Today, U.S. Secretary of Commerce Gina M. Raimondo announced that the Department of Commerce's Economic Development Administration (EDA) will implement a series of programs, collectively called **Investing in America's Communities**, to equitably invest the \$3 billion it received from President Biden's American Rescue Plan Act to help communities across the country build back better. The EDA investment is the largest economic development initiative from the Department of Commerce in decades.

"President Biden's American Rescue Plan delivered direct relief to the American people and was the first step to energizing the American economy following the devastating impacts of the coronavirus pandemic," said Secretary Raimondo. "Now, its medium-term investments will allow communities around the country not only rebuild but reimagine their economy for the future."

"With an emphasis on equity, EDA's investments made possible by the American Rescue Plan will directly benefit communities that have been denied full access to economic prosperity and who have been disproportionately impacted by the coronavirus pandemic," Secretary Raimondo continued. "We will work with local communities across the country on innovative new approaches to ensure that we can increase American competitiveness by strengthening our workforce, businesses, and communities and build back better in regions across the country."

Investing in America's Communities, was launched today with six Notices of Funding Opportunity:

- Build Back Better Regional Challenge (\$1 billion)
- Good Jobs Challenge (\$500 million)
- Economic Adjustment Assistance Challenge (\$500 million)
- Indigenous Communities Challenge (\$100 million)
- Travel, Tourism, and Outdoor Recreation Grants (\$750 million)
- Statewide Planning, Research, and Networks Grants (\$90 million)

As part of the six programs, the Department of Commerce and EDA, working with President Biden's Interagency Working Group on Coal and Power Plant Communities, is making a *Coal Communities Commitment*, which allocates \$300 million in American Rescue Plan funds to coal

communities. This investment will ensure that they have the resources to recover from the pandemic and will help create new jobs and opportunities, including through the development or expansion of a new industry sector.

The American Rescue Plan funding empowers EDA to build upon its greatest strength—flexible funding to support community-led economic development—and provide larger, more transformational investments across the nation. Under the American Rescue Plan, EDA will make grants to state and local governmental entities, institutions of higher education, not-for-profit entities, unions, and Tribes. EDA is not authorized to provide grants to individuals or for-profit entities.

FACT SHEET: For more information about how EDA is investing in America's communities, click here.

EDA's [Investment Priorities](#), the first of which is equity, were announced by the Biden Administration on April 14. They provide an overarching framework for all of the EDA's grants, including the investments that will be made under the American Rescue Plan.

Notices of Funding Opportunity for each program will be released shortly. Please visit www.eda.gov/ARPA for the latest news and announcements about EDA's American Rescue Plan programs.

About the U.S. Economic Development Administration (www.eda.gov)

The mission of the U.S. Economic Development Administration (EDA) is to lead the federal economic development agenda by promoting competitiveness and preparing the nation's regions for growth and success in the worldwide economy. An agency within the U.S. Department of Commerce, EDA invests in communities and supports regional collaboration in order to create jobs for U.S. workers, promote American innovation, and accelerate long-term sustainable economic growth.

###



Fact Sheet
Investing in America's Communities
The Economic Development Administration's American Rescue Plan Programs
July 22, 2021

Today, the U.S. Department of Commerce's Economic Development Administration (EDA) is announcing \$3 billion in funding opportunities to invest in distressed and underserved communities impacted by the coronavirus pandemic. This historic investment, funded by the American Rescue Plan Act of 2021, will support bottom-up, middle-out economic development focused on advancing equity, creating good-paying jobs, helping workers to develop in-demand skills, building economic resilience, and accelerating the economic recovery for the industries and communities hit hardest by the coronavirus pandemic.

EDA investments made under the American Rescue Plan will support the Biden-Harris Administration's commitment not just to build the American economy back to where it was before the pandemic, but to build back better and stronger. With these investments, communities across the country, including those historically left behind and left out, have the opportunity to excel. EDA will invest in infrastructure, innovation, and workforce training to create good-paying American jobs and strengthen our nation's global economic competitiveness.

Today, EDA is announcing its **Investing in America's Communities** programs:

- Build Back Better Regional Challenge (\$1 billion)
- Good Jobs Challenge (\$500 million)
- Economic Adjustment Assistance Challenge (\$500 million)
- Indigenous Communities Challenge (\$100 million)
- Travel, Tourism, and Outdoor Recreation Grants (\$750 million)
- Statewide Planning, Research and Networks Grants (\$90 million)

Commerce and EDA, working with President Biden's Interagency Working Group on Coal and Power Plant Communities, are also making a *Coal Communities Commitment*, allocating \$300 million in American Rescue Plan funds (10 percent of the total EDA American Rescue Plan programs) to coal communities. This unprecedented investment in the economic development and diversification of these communities, which have powered America for more than a century, will ensure they have the resources to recover from the pandemic and will help create new jobs and opportunities, including through the development or expansion of new industry sectors.

To meet this commitment, EDA will allocate \$100 million from the *Build Back Better Regional Challenge* and \$200 million of *Economic Adjustment Assistance Challenge* to support coal communities.

EDA's **Investing in America's Communities** will:

- **Build Back Better by Investing in All of America:** As communities begin to recover from the economic crisis, EDA is uniquely positioned to support broad-based, equitable, community-led economic development. Utilizing funds from the American Rescue Plan, EDA will launch a \$1 billion *Build Back Better Regional Challenge*. This program will capitalize on American ingenuity and American workers by providing a transformational investment to 20 to 30 regions across the country to revitalize their economies. The challenge will invite regional coalitions to apply for funding to implement three to eight projects aligned with a cohesive regional development strategy, totaling \$25 million-\$75 million, and up to \$100 million. These regions will have the opportunity to accelerate recovery and inclusive economic growth by developing new industries or expanding existing ones through planning, infrastructure development, workforce training, innovation and commercialization, access to capital, and more.

EDA will allocate an additional \$500 million provided by the American Rescue Plan for *Economic Adjustment Assistance Challenge*. This is EDA's most flexible program and will award grants to hundreds of communities across the country to support efforts to plan, build, innovate, and put people back to work through projects tailored to meet local needs.

Additionally, EDA is committing \$300 million across its American Rescue Plan programs to coal communities. EDA's *Coal Communities Commitment* will help ensure that these communities are supported as they recover from the pandemic and create new jobs and opportunities, including through the creation or expansion of a new industry sector. EDA will meet this commitment by allocating \$100 million from the *Build Back Better Regional Challenge* and \$200 million of *Economic Adjustment Assistance Challenge*.

- **Get Americans Back to Work:** The coronavirus pandemic has devastated the economic well-being of workers across the country. From big cities to small towns, Americans—particularly women, people of color, and low-wage workers—have faced economic insecurity and job loss. While the economy is showing signs of significant growth, there are still more than seven million fewer jobs in the United States than there were before the pandemic. EDA's American Rescue Plan programs will get Americans back to work in good-paying jobs. From investing in worker training, to supporting manufacturing, to funding infrastructure projects, all six programs will put Americans back to work in communities across the country.

EDA's *Good Jobs Challenge* addresses the structural barriers that American workers face head-on. The program will help to ensure that workers can develop in-demand skills that lead to good jobs and long-term careers. EDA will allocate \$500 million to invest in building and strengthening regional workforce training systems and sector-based partnerships, with a focus on programs targeted at women, people of color, and historically underserved communities. EDA's grantees will help workers complete training programs, including Registered Apprenticeships, and secure good-paying jobs by providing the wrap-around services that they need to succeed, like childcare and transportation. This program will encourage community organizations, training providers, and unions to partner with employers to create the talent pipeline to meet industry needs for today and the future and create concrete pathways for American workers to secure good-paying jobs.

- **Support Underserved Communities:** The pandemic has exposed and exacerbated the inequalities that exist across and within our communities. Supporting underserved communities is fundamental to EDA's work, and the Investing in America's Communities programs will pursue a comprehensive approach to advancing equity by focusing on populations and underserved communities that have been denied full access to economic prosperity. The flexibility of funding

and wide range of programs are designed to meet communities where they are in their economic development process. That could mean supporting planning projects to develop an economic vision for the future, breaking ground to develop the infrastructure needed to house industries or providing workforce training. EDA recently updated its [investment priorities](#), the overarching framework that informs how EDA evaluates applications; equity is at the top of these priorities and every application will be reviewed through this lens.

Through the *Indigenous Communities Challenge*, EDA will allocate \$100 million specifically for Indigenous communities, which were disproportionately impacted by the pandemic. EDA will work hand-in-hand with Tribal Governments and Indigenous communities to develop and execute the economic development projects they need to recover from the pandemic and build economies for the future. Indigenous communities are also encouraged and eligible to apply to all of EDA's other programs.

- **Accelerate the Recovery of Our Hardest-Hit Communities:** EDA is focused on revitalizing the industries that have been hardest hit by the pandemic, including the travel, tourism, and outdoor recreation industries. \$750 million of American Rescue Plan funds will be allocated to accelerate the recovery of the travel and tourism sector and the communities that rely on the industry. EDA will distribute \$510 million in *State Tourism Grants* that will be dispersed quickly to address the immediate needs of the tourism industry by investing in marketing, infrastructure, workforce, and other projects to rejuvenate safe leisure, business, and international travel.

In addition, through *Regional Tourism Grants*, EDA allocates \$240 million for competitive grants to further invest in infrastructure, workforce, or other projects to support recovery and resilience in the communities hardest hit by disruptions in the travel, tourism, and outdoor recreation sectors.

- **Plan for a Resilient Future:** Building back better means developing equitable and resilient local economies that can withstand future economic shocks. EDA will allocate \$59 million in *State Planning* grants to support this effort. Similarly, EDA has allocated \$31 million for *Communities of Practice* and *Research* grants to evaluate implementation by EDA and its grantees and extend technical assistance to support EDA's ability to work with and build capacity with new and existing grantees.

Through the implementation of these programs, EDA will play a central role in the economic recovery and growth of our nation as we work to build back better from the coronavirus pandemic. EDA will lead America's economic development agenda and will promote innovation and competitiveness; provide opportunities for all Americans to thrive; and foster broad-based, equitable, and sustainable growth and prosperity in our economy.

Notices of Funding Opportunity for each challenge will be released shortly. All EDA American Rescue Plan funds must be awarded by September 2022.

We encourage all Americans to visit www.eda.gov/ARPA for more information on how to participate. Assistance is also available via our social media platforms, including [Instagram](#), [Twitter](#), [LinkedIn](#), [Facebook](#) and [YouTube](#). Under the American Rescue Plan, EDA may make grants to state and local governmental entities, institutions of higher education, not-for-profit entities, and Tribes. EDA is not authorized to provide grants to individuals or for-profit entities.

###

Russell County Virginia

“The Heart of Southwest Virginia”

Oris Christian
At-Large

Lou Ann Wallace
District 2

Carl Rhea
District 3

Rebecca Dye, Chairperson
District 6

Tim Lovelace, Vice-Chairman
District 1

David Eaton
District 4

Steve Breeding
District 5

Lonzo Lester
County Administrator

MEMORANDUM

August 2, 2021

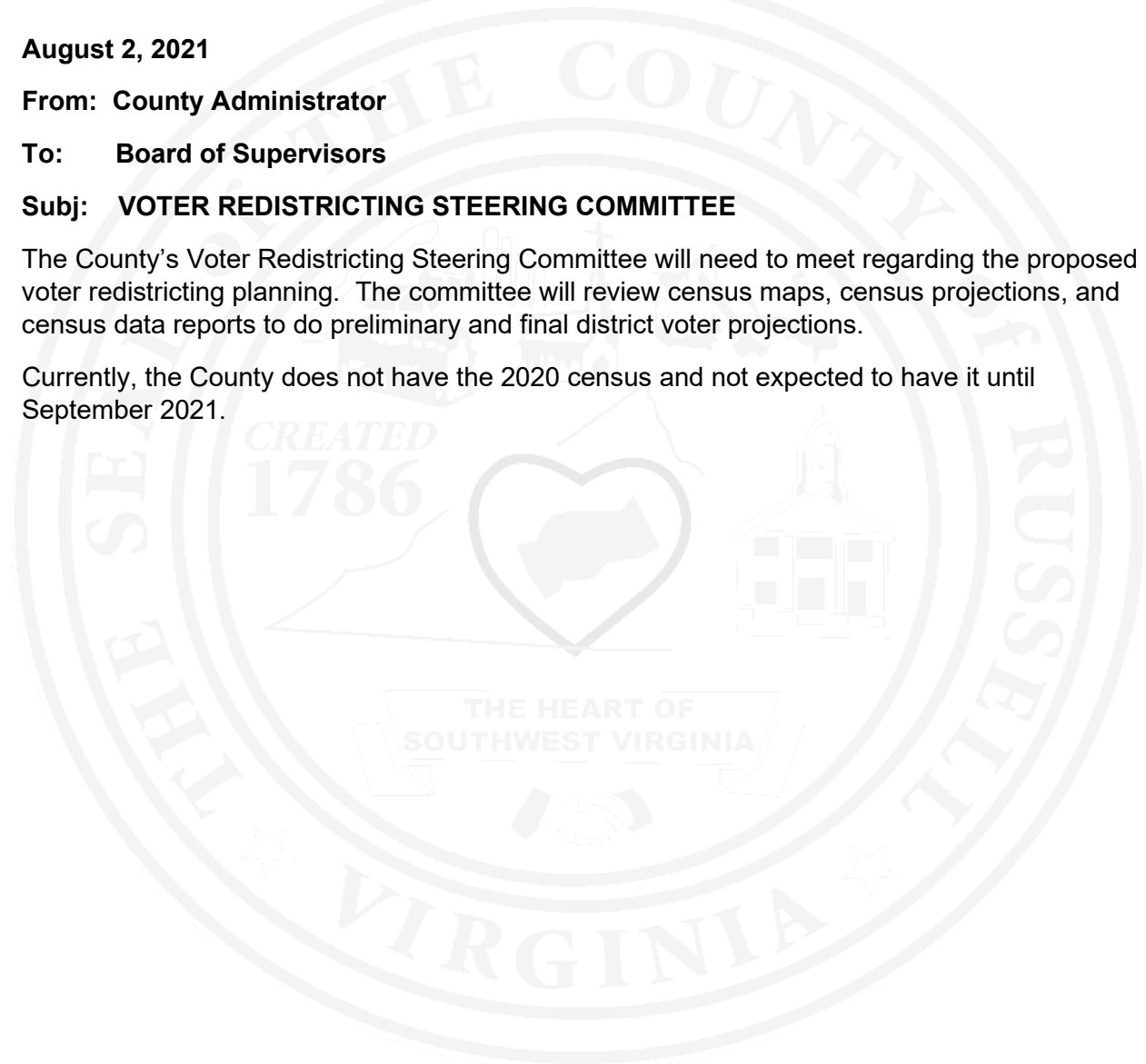
From: County Administrator

To: Board of Supervisors

Subj: VOTER REDISTRICTING STEERING COMMITTEE

The County's Voter Redistricting Steering Committee will need to meet regarding the proposed voter redistricting planning. The committee will review census maps, census projections, and census data reports to do preliminary and final district voter projections.

Currently, the County does not have the 2020 census and not expected to have it until September 2021.



2020 Census Results

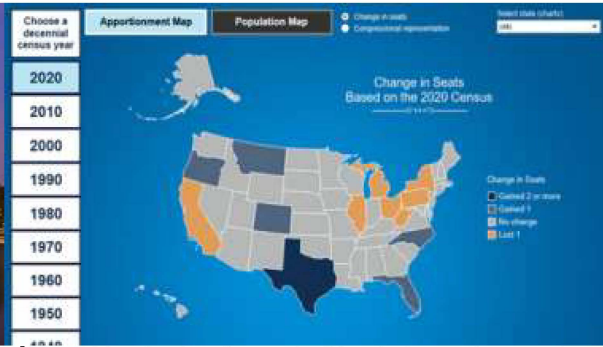


</data/tables/2020/dec/2020-apportionment-data.html>

2020 Census Apportionment Results </data/tables/2020/dec/2020-apportionment-data.html>

Congressional seats were apportioned among the 50 states based on the 2010 Census population counts. Apportionment results from 1790 to 2010 are also shown.

</data/tables/2020/dec/2020-apportionment-data.html>



</library/visualizations/interactive/historical-apportionment-data-map.html>

Historical Apportionment Data Map (Interactive) </library/visualizations/interactive/historical-apportionment-data-map.html>

This interactive tool enables users to view more than 10 decades of apportionment and population data.

</library/visualizations/interactive/historical-apportionment-data-map.html>

States, as well as the public, will receive the data they need to begin redistricting by August 16. The Census Bureau will also deliver the final redistricting data toolkit to all states and the public by September 30. COVID-19-related delays and prioritizing the delivery of these apportionment results delayed our original plan.

More 2020 Census population results will be available later including statistics on age, sex, race and ethnicity, and details about the center of population. The results for the U.S. Island Areas will also be provided in a separate release at a later date.

[RETURN TO 2020 CENSUS PAGE /2020CENSUS](/2020CENSUS)

Protecting the Data

How the Census Bureau Protects Your Data

Learn how we keep your personal information safe as we process 2020 Census responses.

https://www.census.gov/about/policies/privacy/data_stewardship.html

Disclosure Avoidance Modernization

All 2020 Census data products (with the exception of the apportionment data) will be protected with a new, modernized disclosure avoidance system.

</programs-surveys/decennial-census/decade/2020/planning-management/process/disclosure-avoidance.html>

Data Releases

2020 Census Apportionment Results

Congressional seats were apportioned among the 50 states based on the 2010 Census population counts. Apportionment results from 1790 to 2010 are also shown.

[\[/data/tables/2020/dec/2020-apportionment-data.html\]](#)

About the Data Quality

The 2020 Census has numerous quality checks built into data collection and data processing. After the data are released, we continue to do an even deeper dive to evaluate the quality of the census in two major ways:

- Looking at how well we conducted the census.
- Comparing the census results to other ways of measuring the population, such as Demographic Analysis and Post-Enumeration Surveys.


2020 Census Data Quality

We check the quality of our work every step of the way. When we release data, we make sure they meet our quality standards.

[\[/programs-surveys/decennial-census/decade/2020/planning-management/process/data-quality.html\]](#)

Supporting Products

These products are the geographic framework that supports the official P.L. 94-171 Redistricting Data. These products include maps, geographic information system files (shapefiles), and tabular data.

 [P.L. 94-171 Redistricting Geographic Support Products](#) [<https://www.census.gov/programs-surveys/decennial-census/about/rdo/summary-files.html#P2>]

Blog Posts

[Random Samplings Blog | July 28, 2021 | By James Whitehorne, Chief, Redistricting Data And Voting Rights Office](#)

Resources Available to Prepare for the 2020 Census Redistricting Data Release

In a few weeks, we'll release the 2020 Census redistricting data in our legacy summary file format. And a few weeks after that, we'll release the same data in an easier-to-use format.

[\[/newsroom/blogs/random-samplings/2021/07/resources-2020-census-redistricting-data-release.html\]](#)

[Directors Blog | July 28, 2021 | BY Dr. Ron Jarmin, Acting Director](#)

Redistricting Data: What to Expect and When

Since releasing the apportionment results in April, we've had several teams working hard on the next set of 2020 Census data – the redistricting data.

[\[/newsroom/blogs/director/2021/07/redistricting-data.html\]](#)

[Random Samplings Blog | June 04, 2021 | Michael Bentley, Subjefe De División De Apoyo Estadístico Del Censo, División De Estudios Estadísticos Del Censo Decenal, Oficina Del Censo De Los EE. UU.](#)

Censo del 2020: Métricas de calidad, Publicación 2

Este blog proporciona datos destacados del segundo grupo de métricas operacionales de calidad del Censo del 2020.

[\[/newsroom/blogs/random-samplings/2021/06/2020-census-operational-quality-metrics-release-2-spanish.html\]](#)

[Random Samplings Blog | May 28, 2021 | Written By: Michael Bentley, Assistant Division Chief For Census Statistical Support, Decennial Statistical Studies Division](#)

2020 Census Operational Quality Metrics: Release 2

Today we released the second round of 2020 Census operational quality metrics.

[\[/newsroom/blogs/random-samplings/2021/05/2020-census-operational-quality-metrics-release-2.html\]](#)

Apportionment Population Counts and What to Expect on Release Day

Here at the U.S. Census Bureau, we're excited to be nearing the important milestone of delivering the first results from the 2020 Census — the apportionment population counts.

</newsroom/blogs/random-samplings/2021/04/apportionment-population-counts.html>

Additional Information

Press Kit | February 22, 2021

2020 Census Apportionment Counts Press Kit

The U.S. Census Bureau will release the congressional apportionment population counts and number of representatives for each of the 50 states.

</newsroom/press-kits/2021/2020-census-apportionment-counts.html>

Press Kit | February 12, 2021

2020 Census Redistricting Files Press Kit

P.L. 94-171 requires the Census Bureau to furnish "basic tabulations of population" to each state, including for those small areas the states have identified.

</newsroom/press-kits/2021/2020-census-redistricting.html>

Press Kit | January 07, 2021

2020 Census Quality and Data Processing Press Kit

The Census Bureau is processing responses and assessing quality as we work toward releasing the 2020 Census results.

</newsroom/press-kits/2021/2020-census-quality-and-data-processing.html>

Last Revised: June 23, 2021

VIRGINIA BROWNFIELDS RESTORATION AND ECONOMIC REDEVELOPMENT
ASSISTANCE FUND PROGRAM

SITE ASSESSMENT AND PLANNING GRANT

PERFORMANCE AGREEMENT

<u>Executive Summary</u>	
Effective Date:	June 15, 2021
Grantee:	Russell County, Virginia, a political subdivision of the Commonwealth of Virginia
Project:	Redevelopment Planning and Phase II Environmental Site Assessment
Site:	Property known as the former Three Rivers Destination Center site located at the Intersection of US Hwy. 58 and Frosty Road, St. Paul, VA 24224 (Tax Parcel ID # 157L2715C)
Grant:	\$50,000
Local Match:	\$50,730 as detailed in Exhibit A
Performance Date:	December 31, 2021
Variations:	N/A
Notices:	if to the Grantee: Lonzo Lester, County Administrator Russell County 137 Highland Drive Lebanon, VA 24226 (276) 889-8000 lonzo.lester@russellcountyva.us

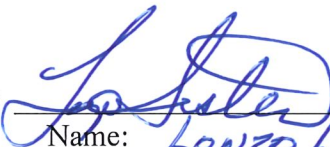
[SIGNATURES APPEAR ON FOLLOWING PAGE,
FOLLOWED BY BODY OF AGREEMENT]

WITNESS the following signatures as of the effective date, each having the same force and effect as if set forth at the end of this agreement.

**VIRGINIA ECONOMIC
DEVELOPMENT PARTNERSHIP
AUTHORITY**

By: _____
Name: Jordan H. Snelling
Title: Interim Vice President,
Incentives
Date: _____

RUSSELL COUNTY, VIRGINIA

By:  _____
Name: Lonzo Lester
Title: County Administrator
Date: 7/9/21

SEEN AND ACKNOWLEDGED:

**VIRGINIA DEPARTMENT OF
ENVIRONMENTAL QUALITY**

By: _____
Name: Kathryn Perszyk
Title: Director, Division of Land Protection and Revitalization
Date: _____

VIRGINIA RESOURCES AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

This **PERFORMANCE AGREEMENT** (this “Agreement”), dated as of the Effective Date, by and between the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** (“VEDP”), a political subdivision of the Commonwealth of Virginia (the “Commonwealth”), and the **GRANTEE** identified in the Executive Summary above, recites and provides as follows:

Recitals:

1. The Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (the “VBAF”) was established pursuant to § 10.1-1237 of the Code of Virginia of 1950, as amended (the “Virginia Code”), to promote the restoration and redevelopment of brownfield sites in the Commonwealth and to address environmental problems or obstacles to reuse so that such sites can be effectively marketed to new economic development prospects;
2. The VBAF is administered by the Virginia Resources Authority (“VRA”), and VEDP directs the distribution of grants from the VBAF;
3. VEDP, in consultation with the Virginia Department of Environmental Quality (“DEQ”), has established guidelines for the awarding of Site Assessment and Planning Grants from the VBAF;
4. The Grantee submitted an application for a Site Assessment and Planning Grant (the “Grant”) to assist with the Investment (set forth in Exhibit A attached hereto) being made by or on behalf of the Grantee for the Project at the Site;
5. VEDP, in consultation with DEQ and based upon the VBAF priorities, has awarded the Grant to the Grantee for the Project;
6. VEDP and the Grantee desire to set forth their mutual understanding and agreement as to the payout of the Grant, the use of the Grant proceeds, the obligations of the Grantee, and the repayment by the Grantee of all or part of the Grant proceeds under certain circumstances, all of which shall be governed by this Agreement; and
7. The restoration and redevelopment of brownfield sites and addressing environmental problems or obstacles to reuse of such sites constitutes a valid public purpose for the expenditure of public funds and is the animating purpose in making the Grant:

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 covenant and agree as follows.

Section 1. Construction and Definitions.

(a) *Incorporated Terms:* The Executive Summary, signature page and recitals above, and exhibits attached hereto, all constitute integral parts of this Agreement and are hereby incorporated by reference.

(b) *Variations:* To the extent any terms and conditions set forth in the Variations section of the Executive Summary, if applicable, conflict with the terms and conditions set forth below, the terms and conditions set forth in the Variations section of the Executive Summary shall prevail.

(c) *Definitions:* As used in this Agreement, terms set forth in the first column of the Executive Summary shall have the meanings ascribed thereto in the second column, and the following terms shall have the following meanings:

“Asbestos Abatement Report” means a report in the form of Exhibit C attached hereto, to be delivered by the Grantee in accordance with Section 4(c) (if applicable).

“Grant Report” means a report in the form of Exhibit B attached hereto, to be delivered by the Grantee in accordance with Section 4(b).

“Investment” means expenditures by or on behalf of the Grantee associated with the Project, including the Grant proceeds and the Local Match, to be made in accordance with Exhibit A attached hereto.

“Local Match” means the required one-to-one match by the Grantee of the amount of the Grant from public and/or private sources in either cash or documented reasonable and necessary costs associated with the Project, to be included in the Investment, as identified in the Executive Summary and Exhibit A attached hereto.

“Performance Date” means the date designated as such in the Executive Summary, which is the date by which the Grantee expects to have completed the Project. If VEDP, in consultation with DEQ, deems that good faith and reasonable efforts have been made and are being made by the Grantee to complete the Project, the Performance Date may be extended by up to 15 months and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

Section 2. The Grant.

(a) *The Grant:* VEDP, in consultation with DEQ and based upon the VBAF priorities, has awarded the Grant to the Grantee for the Project.

(b) *Disbursement:* Promptly after the full execution and delivery of this Agreement, VEDP will forward a fully-executed copy of this Agreement to VRA, together with a direction to

disburse the full amount of the Grant in one lump sum to the Grantee, by wire transfer in accordance with the ACH instructions previously provided by the Grantee.

(c) *Use of Grant Proceeds*: The Grantee will expend the proceeds of the Grant only as permitted by § 10.1-1237 of the Virginia Code and as part of the Investment in accordance with Exhibit A attached hereto.

Section 3. Investment.

(a) *Investment*: The Grantee expects to make the Investment and complete the Project on or before the Performance Date. As the Project is undertaken, adjustments to the Investment may be needed. Except for *de minimis* adjustments (impacting, in the aggregate, less than 10% of the Grant proceeds), adjustments to the Investment require the prior written approval of VEDP and must be reflected on a revised Exhibit A provided to VEDP.

(b) *Local Match*: The Grantee will contribute the required Local Match toward the Investment on or before the Performance Date.

Section 4. Reporting.

(a) *Interim Reports*: The Grantee shall provide an interim report on the progress of the Project at such times as VEDP and DEQ may request.

(b) *Grant Report*: Promptly after completion of the Project, the Grantee will deliver the Grant Report to VEDP. Such report must be completed, signed by an authorized representative of the Grantee, and have copies of invoices and all other required supporting documentation attached.

(c) *Asbestos Abatement Report (if Applicable)*: If the Project involves the removal of asbestos-containing material, the Grantee will, promptly after completion of the Project, deliver the Asbestos Abatement Report to VEDP. Such report must be completed, signed by an authorized representative of the Grantee, and have all required supporting documentation attached.

(d) *Status Reports*: After the Performance Date, at such times as VEDP and DEQ may request, the Grantee shall provide a written detailed report satisfactory to VEDP and DEQ providing an update on the Site, including whether (i) the Site was successfully marketed to a new economic development prospect, and (ii) the Project generated any additional private investment and job creation.

(e) *Costs of Reporting*: The costs of reporting shall be borne by the Grantee.

Section 5. Repayment Obligations.

(a) *If Investment is Less than Expected:* If the Grant Report indicates that the Grantee was able to complete the Project for less than the expected Investment, such that the amount of the Grant proceeds exceeds the Local Match or the Grantee will not need all of the Grant proceeds previously disbursed to the Grantee, the Grantee must repay to VEDP an amount equal to the excess amount or the amount of the Grant proceeds no longer required.

(b) *If Grant Proceeds are Misspent:* If the Grant Report indicates, or any evidence gathered by VEDP reveals, that any Grant proceeds have been expended on anything other than the Investment, the Grantee must repay to VEDP the amount so misspent.

(c) *Failure to Complete by Performance Date:* If it is determined that the Grantee is unable to complete the Project and expend the Grant proceeds by the Performance Date and the Performance Date is not extended, the Grantee must repay to VEDP the unspent proceeds of the Grant as of the Performance Date.

(d) *Repayments to Fund:* VEDP will provide written notification to the Grantee if any repayment is due from the Grantee to VEDP under this Agreement. Within 60 days of receiving such notification, the Grantee will make the repayment to VEDP, subject to appropriation. Any repayment received by VEDP will be promptly transferred by VEDP to the VRA for redeposit to the VBAF.

Section 6. Notices.

Formal notices and communications among the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by email with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Grantee: [see Executive Summary]

if to VEDP, to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street

with a copy to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street

Richmond, Virginia 23219
Email: kelleth@vedp.org
Attention: Incentives Coordination Manager

Richmond, Virginia 23219
Email: jcanup@vedp.org
Attention: Assistant General Counsel

Section 7. Miscellaneous.

(a) *Compliance with Laws:* The Grantee hereby agrees that all proceeds of the Grant shall be used for the Investment, and all work and activities associated with the Project will be performed and conducted in full compliance with all applicable laws, rules, and regulations.

(b) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement between the parties hereto as to the Grant, and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Grantee may not assign its rights and obligations under this Agreement without the prior written consent of VEDP.

(c) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced in accordance with the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court. In the event this Agreement is subject to litigation, each party shall be responsible for its own attorneys' fees.

(d) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(e) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

[SIGNATURES APPEAR ON PAGE 2]

Exhibit A: Investment
Exhibit B: Form of Grant Report
Exhibit C: Form of Asbestos Abatement Report

EXHIBIT A

INVESTMENT

Scope of Work:

Redevelopment Planning and Phase II Environmental Site Assessment

Project Budget:

[ATTACHED]

Exhibit B
 Russell County
 Scope of Work
 Budget /Sources of Funding

Scope of Work	Budget	Source		
		Local Match	EPA Grant Share	VBAF Grant Share
Redevelopment Planning and Developing Conceptual Drawings	\$32,000			\$32,000
Phase II Environmental Site Assessment	\$18,000			\$18,000
Riverside Drive Master Plan and Environmental Review	\$24,957		\$ 24,957.00	
Design and ACM/LBP Inspection of Ice House and Western Front Building on Riverside Drive	\$25,773		\$ 25,773.00	
TOTAL	\$ 100,730.00	\$ -	\$ 50,730.00	\$ 50,000.00

EXHIBIT B

FORM OF GRANT REPORT

[ATTACHED]

**VIRGINIA BROWNFIELDS RESTORATION AND ECONOMIC
REDEVELOPMENT ASSISTANCE FUND PROGRAM**

SITE ASSESSMENT AND PLANNING GRANT

GRANT REPORT

<u>Project Summary</u>	
Grantee:	Russell County, Virginia, a political subdivision of the Commonwealth of Virginia
Site:	Property known as the former Three Rivers Destination Center site located at the Intersection of US Hwy. 58 and Frosty Road, St. Paul, VA 24224 (Tax Parcel ID # 157L2715C)
Grant Amount:	\$50,000
Effective Date of Performance Agreement:	June 15, 2021
Performance Date:	December 31, 2021

Project Report

1. Project Summary. Provide a brief summary of the outcome of the Project:

2. Adjustments to Scope of Work. In the table below, report any adjustments to the scope of work for the Project (as set forth in Exhibit A to the Performance Agreement) and associated costs (or check the box if no adjustments were made).

There were no adjustments to the Scope of Work for the Project.

ADJUSTMENTS TO SCOPE OF WORK FOR PROJECT				
Scope of Work Adjustment	Budget	Source		
		Local Match	EPA Grant Share	VBAF Grant Share
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____

3. Enhanced Value. Provide assessment values for the Site before the Grant and after completion of the Project:

	Before Grant	After Project Completion
Assessed Property Value:	\$ <u>50,000</u>	\$ _____

4. Reports. Attach complete copies of all studies and reports performed and obtained in connection with the Project. Such studies and reports will be subject to review and requests for supporting documentation and additional materials.

5. VRP Enrollment. The Site is enrolled in the Virginia Voluntary Remediation Program (the "VRP") (check appropriate box):

Yes

No

6. Invoices. Attach complete copies of all invoices for the Project.

7. Site Photographs. Attach before and after photographs of the Site.

CERTIFICATION BY A REPRESENTATIVE OF THE GRANTEE:

By my signature below, I hereby certify that: (i) I have examined this Grant Report and the information provided is true, correct, and complete in all respects, and all required documentation is attached; (ii) data collected with respect to the Site reflects certification by the Virginia Division of Consolidated Laboratory Services (DCLS) Virginia Environmental Laboratory Accreditation Program (VELAP); (iii) if the Site is not enrolled in the VRP, the Project has met appropriate standards of care for reuse of the Site in accordance with the VRP, and the Grantee will maintain all records for facilitating potential future brownfields revitalization of the Site, to demonstrate appropriate care, and to facilitate potential future enrollment in the VRP if necessary; (iv) the Grant proceeds have been used exclusively for the Project in accordance with the Performance Agreement, and any unused Grant proceeds will be promptly repaid to VEDP; (v) the Grantee is delivering a signed and complete Asbestos Abatement Report simultaneously with this Grant Report (if applicable); and (vi) all work and activities associated with the Project were performed and conducted in full compliance with all applicable laws, rules, and regulations.

WITNESS the following signature.

Grantee: **RUSSELL COUNTY, VIRGINIA**

Submitted by: _____


Signature of Official


Title

Name: _____


Print Name

Date: _____



EXHIBIT C

FORM OF ASBESTOS ABATEMENT REPORT

[ATTACHED]

[MAY OR MAY NOT APPLY CHECK APPLICATION AND LEAVE IN REGARDLESS]

Asbestos Abatement Report

1. Introduction and Project Description. Provide a brief summary of the asbestos abatement portion of the Project and its outcome (based on the Asbestos Survey Report):

2. Notifications. In the space below, describe any notifications received from the Environmental Protection Agency (EPA) and/or the Virginia Occupational Health and Safety Compliance Program (VOSH) (or check the box if no such notifications were received).

No such notifications were received in connection with the Project.

3. General Observations. In the space below, provide any general observations of which the VBAF Review Committee should be aware regarding the asbestos and any lead paint abatement processes for this Project.

4. Air Monitoring Reports. In the space below, generally summarize the findings set forth in the Asbestos Air Monitoring Report(s) obtained in connection with this Project, including any abatement and clearance.

5. Special Waste Shipments. In the space below, summarize any special waste shipments associated with the Project, including the identity of any hauling contractors involved.

6. Waste Disposal. In the space below, report the total quantities of waste materials that required or require disposal in connection with the Project, and identify landfills utilized.

7. Attachments. Complete copies of all of the following Project documents **must be** labeled and attached to this Asbestos Abatement Report in the following order:

<u>Attachment</u>	<u>Description</u>
A	Accreditation Documentation (DPOR Licenses)
B	Site Map (Abatement Locations)
C	Daily Field Reports (Abatement Activities)
D	Asbestos Air Monitoring Reports (PCM)
E	Asbestos Clearance Reports (TEM)
F	Photograph Log (Abatement Process)
G	CDL Licenses (Special Waste Endorsement)
H	Shipping Documentation (DOT)
I	Disposal Records (Landfill)
J	Building Permit Application (City Code Compliance)
K	Asbestos Survey Report (Type and Location of Asbestos)

8. Note on ACMs and Lead Paint. Projects involving the removal of asbestos-containing materials (ACMs) and lead paint abatement may require specific permitting and licensing requirements and these criteria must be met. Please check with the Department of Labor and Industry at 804.371.2327 regarding notification requirements and the Department of Professional and Occupational Regulation at 804.367.8595 regarding licensing

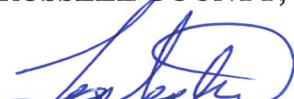

requirements. Removal of ACMs and lead paint abatement must be conducted pursuant to applicable federal and state laws and regulations, including but not limited to, the National Emission Standards for Hazardous Pollutants (NESHAP), Occupational Safety and Health Administration (OSHA), Residential Lead-Based Paint Hazard Reduction Act of 1992, Toxic Substances Control Act of 1976, VOSH, and Virginia Regulations for Asbestos Emissions Standards for Demolition and Renovation.

CERTIFICATION BY A REPRESENTATIVE OF THE GRANTEE:

By my signature below, I hereby certify that: (i) I have examined this Asbestos Abatement Report and the information provided is true, correct, and complete in all respects, and all required documentation is attached, and (ii) all work and activities associated with the removal of ACMs and/or lead paint abatement and related to the Project were performed and conducted in all respects in full compliance with all applicable laws, rules, and regulations.

WITNESS the following signature.

Grantee: **RUSSELL COUNTY, VIRGINIA**

Submitted by:  _____ 
Signature of Official Title

Name: Lorna Lester
Print Name

Date: 7/2/21

Aid to Localities 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

Virginia Department of Fire Programs

Garrett Dyer
INTRIM EXECUTIVE DIRECTOR

Brook Pittinger
ASSISTANT CHIEF OF ADMINISTRATION
AND RISK MANAGEMENT SERVICES

June 2021

FY-2022 Annual Package

This letter serves as notification of the availability of the FY-2022 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-2022 Audit Sheet
 - FY-2022 Disbursement Agreement
 - FY-2021 Annual Report
 - FY-2022 Allocations
 - FY-2022 Disbursement Schedule
 - Helpful Hints in Completing Annual Reports and Agreements
- ❖ **Live Fire Training Structure Grant Program**
- ❖ **Regional Fire Services Training Grants Program**
 - **Reinstated FY2022. Application period opens July 1, 2021**
 - 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-2022 Application
- ❖ **Conference and Education Assistance Grants Program**
 - **Application period Closes July 1, 2021**
 - FY-2022 Conference and Education Grant Application

Please note that the application postmark deadline for the Regional Fire Service Training Grant and the VFIRS Hardware Grant is August 31, 2021.

Also note that the FY-2022 Annual Report **will not** be accepted prior to July 1, 2021.

All program forms are available on our website at www.vafire.com.

SPECIAL NOTIFICATIONS OF FUNDING PROGRAMS AND OPPORTUNITIES

Aid to Localities Entitlement (ATL) Program

The Virginia Fire Services Board (VFSB) voted to extend the one year increase to the minimum ATL allocations for Towns, Cities, and Counties at the Board meeting in June 2021. On *July 1, 2020 (FY2021)*, the minimum ATL allocations for Towns 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

The program provides for the construction, renovation, or repair of burn buildings in the Commonwealth of Virginia.

Regional Fire Services Training Facilities (RFSTF) Grant Program

The Program is designed to provide grants to Virginia localities for the acquisition of training props to be utilized as regional fire services training facilities per the NFPA 1001 and 1403 training standards. Funding will be awarded at 50% of the proposed project. The locality will have to contribute the remaining 50%. The application period is July 1, 2021 through August 31, 2021. The Program Policy and related documents can be found on our website under the <https://www.vafire.com/grants-and-local-aid/regional-fire-services-training-grant-program/>

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/>

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. FY22 Application period closes July 1st. The Program will be evaluated as competitive. FY2022 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 22 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, 2021, 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 WITNESS 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**

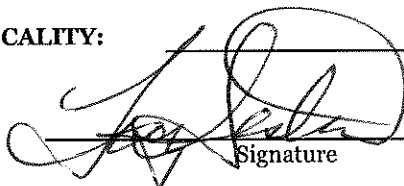
BY:

[Empty signature box]

RECEIVING LOCALITY:

Name of Locality

BY:


Signature

7/22/21
Date

Lonzo Lester

Name

County Administrator

Title

(Non-P.O.)

Office Address: 137 Highland Drive Suite B
Lebanon, VA 24266

Mailing Address: 137 Highland Drive Suite B
Lebanon, VA 24266

E-mail Address: lonzo.lester@russellcountyva.us

Telephone Number: 276-889-8000



Commonwealth of Virginia
Department of Fire Programs

FY-20 22 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, 2021, 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.

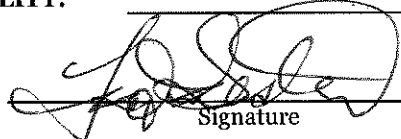
5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS 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: _____
Name of Locality

BY:  _____
Signature Date

Lonzo Lester
Name

County Administrator
Title

(Non-P.O.)
Office Address: 137 Highland Drive Suite B
Lebanon, VA 24266

Mailing Address: 137 Highland Drive Suite B
Lebanon, VA 24266

E-mail Address: lonzo.lester@russellcountvva.us Telephone Number: 276-889-8000

ACCOUNT #	DESCRIPTION	REF #	ENCUMBRANCE	P.O. BALANCE	EXPENDITURE	\$ BUDGET \$
	Fire Program	FUND#-100				
024040-0013	Fire Program	B.FWD.				.00
	7/01/2020 2020/07 -APPROPRIATION ENTRY-	BA-001-0000122				86500.00-
	9/28/2020 2020/09 -TREASURER CASH REPORT-	CS-001- 20200928			90786.00-	
	-TOTAL-				90786.00-	4286.00
DEPT TOTAL.....	BALANCE FORWARD				.00	
	CURRENT MONTH				90786.00-	
	ENCUMBRANCE				.00	
	YEAR TO DATE				90786.00-	
	BUDGET BALANCE				4286.00	
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	.00	.00	
FUND TOTAL.....	E X P E N S E		.00	.00	.00	
FUND TOTAL.....			.00	90786.00-	90786.00-	
FUND TOTAL.....	ENCUMBRANCE				.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	.00	.00	
COMPANY TOTAL.....	E X P E N S E		.00	.00	.00	
COMPANY TOTAL.....			.00	90786.00-	90786.00-	
COMPANY TOTAL.....	ENCUMBRANCE				.00	

Income

EXP

ACCOUNT #	DESCRIPTION	DATE	REFERENCE/PO#	CURRENT AMT	YEAR-TO-DATE	\$ BUDGET \$
	Fire Program Fund		FUND#-100			
	Fire Program Fund		MAJOR-032020			
032020-9000	Fire Program Fund	7/07/2021	B.FWD.		.00	.00
	-TREASURER CAS 2020/10 10/25/2020	CS-001-	202010-	12,969.42		
	-TREASURER CAS 2020/11 11/28/2020	CS-001-	202011-	12,969.42		
	-TREASURER CAS 2021/05 5/29/2021	CS-001-	202105-	12,969.42		
	-TREASURER CAS 2021/06 6/26/2021	CS-001-	202106-	51,877.74		
	-TOTAL EXPENDITURE-			90,786.00	90,786.00	90,786.00-
DEPT TOTAL.....	BALANCE FORWARD				.00	
	CURRENT MONTH				90,786.00	
	ENCUMBRANCE				.00	
	YEAR TO DATE				90,786.00	
	BUDGET BALANCE				90,786.00-	
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	.00	.00		
FUND TOTAL.....	E X P E N S E	.00	90,786.00	90,786.00		
FUND TOTAL.....		.00	90,786.00	90,786.00		
FUND TOTAL.....	ENCUMBRANCE			.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	.00	.00		
COMPANY TOTAL.....	E X P E N S E	.00	90,786.00	90,786.00		
COMPANY TOTAL.....		.00	90,786.00	90,786.00		
COMPANY TOTAL.....	ENCUMBRANCE			.00		

Virginia Department of Fire Programs
 Fire Programs Fund – Aid to Localities
 Fiscal Year 2022 Audit Sheet

Item	Information		
Locality	Russell		
FIPS Code	167	Type	County
FY-2021 Allocation	\$90,786.00	Status	Received
Carry-Over Amount to FY-2021 from FY2020	\$8,998.00		
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		
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-2022 Disbursement Agrteements; forms available on website		
B	Need FY-2021 Annual Report; form available on website		
C	Include FY-2020 Carry-Over Balance on FY-2021 Annual Report		
<p>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.</p>			
<p>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.</p>			

☞ 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)

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 <input checked="" type="checkbox"/> one and complete entry	<input checked="" type="checkbox"/>	County of	Russell
		<input type="checkbox"/>	City of	
		<input type="checkbox"/>	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 <input checked="" type="checkbox"/> n/a	<input checked="" type="checkbox"/>	Not Applicable
----	---	-------------------------------------	----------------

B1	Enter fiscal period being reported upon		FY - 2021
Commonwealth fiscal periods commence on July 1 st of the prior calendar year and end on June 30 th 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	<input type="checkbox"/> 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]	\$	90,786.00
B4	Add lines [B2] and [B3] and enter total		
	Amount to be accounted for in this report	\$	99,784.00

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	\$	12,969.48	
C8	... (Fire) Vehicles including Apparatus	\$	28,287.13	
C9	... Fire Fighting Equipment and Supplies	\$	49,529.39	
C10	ADD items [C1] through [C9] Enter TOTAL			\$ 90,786.00

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



RUSSELL COUNTY, VIRGINIA DEPUTY EMERGENCY MANAGEMENT COORDINATOR

Russell County, VA, is seeking a **part-time Deputy Emergency Management Coordinator**. This person will work directly for the Emergency Management Coordinator. This position will normally work 29 hours per week but may include additional hours during an emergency response. Hourly rate is based on education and experience.

Job duties include researching, submission, and administration of federal and state grants; planning and implementing disaster response plans and activities; recovery and mitigation; coordinating activities in the Emergency Operations Center (EOP) during emergencies; designing and participating in local and regional exercises; performing damage assessments and reimbursement requests; developing and presenting public education information; assist in managing grants; advising coordinator and administrator in emergency management matters; maintaining and updating emergency operations plan; and performing other duties as required.

Applicant requirements include any combination of education and experience in Emergency Management or a service-related field. Preference given to individuals with professional experience in the field of Emergency Management or Emergency Services.

Program training of FEMA Series ICS 100, 200, 300, 400, 700, and 800 is required within one year of employment.

Qualified candidates should submit a county application to the County Administration Office. The position will remain open until filled. After a review of applications submitted by interested candidates, the county will interview candidates who most closely meet the established criteria.

Hiring for Russell County shall be accomplished without regard to race, color, religion, national origin, gender, pregnancy, childbirth or related medical conditions, age, marital status, or disability unless otherwise permitted by County policy or applicable law. Applicants hired by the County must be citizens of the United States or legally authorized to work in the United States. Reasonable accommodations will be provided for persons with disabilities if requested.

Russell County Virginia

“The Heart of Southwest Virginia”

Oris Christian
At-Large

Lou Wallace
District 2

Carl Rhea
District 3

Rebecca Dye, Chairperson
District 6

Tim Lovelace, Vice-Chairman
District 1

David Eaton
District 4

Steve Breeding
District 5

Lonzo Lester County
Administrator

Russell County Board of Supervisors

PROCLAMATION

Whereas, Spinal Muscular Atrophy is the number one genetic cause of death for infants under two; and

Whereas, Spinal Muscular Atrophy affects approximately one in 11,000 babies, regardless of race, ethnicity, or gender, and one in 50 Americans is a genetic carrier of the disease; and

Whereas, Spinal Muscular Atrophy robs people of physical strength by damaging the motor nerve cells in the spinal cord, taking away the ability to perform basic functions of life, including breathing and swallowing; and

Whereas, there are now FDA-approved treatments for Spinal Muscular Atrophy, all of which need to be administered as soon as possible to be most effective; and

Whereas, screening newborns for Spinal Muscular Atrophy is key to preventing detrimental effects of the condition; and

Whereas, while these treatments and screenings are a breakthrough, there is a pressing need for continued research to meet the changing needs of the entire SMA patient population, especially during this time of pandemic, and to find a cure; then

Therefore, be it resolved that we, the Board of Supervisors of Russell County, Virginia, do hereby proclaim the day of August 22, 2021 as

SPINAL MUSCULAR ATROPHY AWARENESS DAY

in the county of Russell, Virginia.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the County of Russell to be affixed this 22nd day of August in the year of our Lord two thousand and twenty one.

Rebecca Dye
Chairman

Russell County Government Center
137 Highland Drive · Lebanon, Virginia 24266 · (276) 889-8000 · Fax (276) 889-8011
www.russellcountyva.us

1ST ANNUAL
KET FEST SWVA
STOP SOLDIER SUICIDE

Saturday, Sept 25 and Sunday, Sept 26 at the
Russell County Fair Grounds.

Preregister on Facebook, Registration begins on Saturday at 1000 am



5K RUN/WALK
12K RUCK (22LBS)



\$15 person/\$20 Team 2-4/\$25 Team 4 or more

MOTORCYCLE/CAR RIDE

Single \$15 / Double \$25 / Meal included

TUG-OF-WAR

\$10 Team

GAMES

EGG RACE, SACK RACE,
PIE EATING CONTEST,
AND MORE

INFORMATION BOOTH

FOR VETERANS AND
THEIR FAMILIES

FALLEN WARRIOR WALL

CORNHOLE

\$10 Team

GUEST SPEAKERS AND LIVE
MUSIC BY
THOMAS TAYLOR

CAR AND BIKE SHOW
AND MUCH MORE!



1ST ANNUAL VET FEST SWVA CAR SHOW.

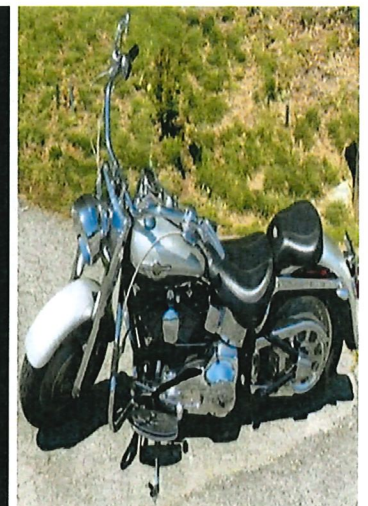
SUNDAY SEPTEMBER 26, 2021

AT THE RUSSELL COUNTY FAIR GROUNDS

CARS, TRUCKS, MOTORCYCLES AND DIESELS, EVERYONE IS
WELCOME AND ENCOURAGED TO JOIN THE FUN!

\$10 ENTRY FEE, 50/50 JACKPOT. ALL PROCEEDS GO TO STOP
SOLDIER SUICIDE.

SHOW STARTS AT 11:15 AM.



VISIT US ON FACEBOOK AT VETFEST SWVA. REGISTRATION BEGINS AT 8:00AM

MONTHLY BANK BALANCES

June 30, 2021

Regular Account	5,705,425.34
Employee Insurance	6,132,496.78
Employee Claims Account	1,000.00
Non-Judicial Reals Estate Sales	3,145.56
Russell Co. Housing Fund	4,424.36
School Textbook	54,681.98
Sheriff Domestic Violence	1,372.39
Petty Cash Treasurer	919.40
Sheriff Seized Assets	58,670.66
Sheriff Restitution	14,658.67
Sheriff Forfeited Assets	33.70
Comm Attorney Forfeited Assets	31,712.31
Sheriff Federal Forfeited Assets	7,526.01
Comm Attorney Fed Justice Forfeited Assets	125,380.83
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	7,918.52
Sheriff Calendar Fund	857.31
Sheriff Special Projuects	39,751.83
SSI Recipients	5,600.17
First Sentinel Bank	1,000.00
Bank of Honaker	2,068.82
New Peoples Bank	71,286.23
Certificates of Deposit General	49,575.00
Treasurer's Money Market	2,997,237.79
Certificate of Deposit Library Donations	24,788.80
Certificate Of Deposit Employee Insurance	2,000,000.00
Total Cash In Bank	17,342,032.46
Cash In Office	1,600.00
Petty Cash	100.00
TOTAL CASH	17,343,732.46

ACCOUNT	DATE	June 30, 2021
	DEBIT	CREDIT
Cash in Office	1,600.00	
Cash in Bank	17,342,032.46	
Petty Cash	100.00	
General Fund		4,687,920.53
Non-Judicial Real Estate Sales		3,145.56
Sheriff In State Trip		30,861.95
Sheriff Dare Fund		100.00
Sheriff Seized Assets		58,670.66
Sheriff Restitution		14,658.67
Sheriff Forfeited Assets		33.70
Comm Attorney Forfeited Assets		31,712.31
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		7,526.01
Sheriff Domestic Violence		1,372.39
Comm Attorney Abandoned Prop		500.00
Comm Attorney Fed Justice		125,380.83
Sheriff Fed Justice Forfeited		7,918.52
Sheriff Calendar Fund		857.31
Sheriff's Special Projects		39,751.83
Social Services		(315,672.01)
Swva Asap		17,642.85
Coal Road Improvement		476,702.15
CSA		(465,555.77)
School Fund		149,572.08
School Food		1,075,167.76
School Textbook		54,681.98
Regional Adult Education		255,118.71
Petty Cash Treasurer		919.40
COVID 19		126,888.52
Litter Fund Trash Pickup		(22,938.45)
American Rescue Act		2,582,009.50
Current Credit		(0.79)
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		5,600.17
Damage Stamp Fund		2,823.98
Valley Heights		78,823.53
Dante Sewer		53,706.00
Employee Health Insurance		6,132,496.78
Employee Insurance COD		2,000,000.00
Employee Insurance Claims		1,000.00
Law Library		58,784.16
Special Welfare		48,190.87
Housing Fund #2		7,700.00
Russell Co Health & Fitness		132,865.92
Cannery		(173,800.62)
WIB		10,051.75
Total	17,343,732.46	17,343,732.46

June 10, 2021

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on June 10, 2021 at 5:30 P.M. at the Russell County Conference Center.

MEMBERS

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

ABSENT: Scott Gilmer, Member
Jarred Glass, Member

STAFF: Katherine Patton, Attorney

The Chairman called the meeting to order at 5:37 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 13, 2021 meeting.

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

FINANCIAL REPORT

Upon motion made by Donnie Christian, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the May 2021 financial reports and pay invoices presented.

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

REORGANIZATION & ELECTION OF OFFICERS

The Chairman relinquished the chair to the attorney Katie Patton, for the nomination of chairman.

Nomination of Ernie McFaddin for Chairman was made by Tony Dodi.

Upon motion made by Roger Sword, second by John Stamper, closing the nominations and electing Ernie McFaddin as chairman by acclamation.

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

Katie Patton, Attorney, relinquished the chair to Ernie McFaddin, Chairman.

Nomination of Richard Lockridge for Vice-Chairman was made by Roger Sword.

Upon motion made by Tony Dodi, second by Roger Sword, closing the nominations and electing Richard Lockridge as Vice-chairman by acclamation.

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

Nomination of Carlton Elliott for Secretary/Treasurer was made by Donnie Christian.

Upon motion made by John Stamper, second by Richard Lockridge, closing the nominations and electing Carlton Elliott as Secretary/Treasurer by acclamation.

The Vote was:

Aye: R. Lockridge, R. Sword, J. Stamper, T. Dodi, D. Christian

Absent: S. Gilmer, J. Glass

Nay: None

Upon motion made by Tony Dodi, second by Roger Sword, and duly approved by the Industrial Development Authority of Russell County, Virginia appointing Chafin Law Firm as legal counsel for the 2021-2022 physical year.

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

Upon motion made by Donnie Christian, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia appointing the Treasurer to handle the day-to-day bookkeeping for the IDA and appointing Bostic Tucker CPA's to do the pre-audit.

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

Upon motion made by Donnie Christian, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia adopting a resolution removing Carlton Elliott as a signatory on the bank accounts and assigning Tony Dodi as a signatory.

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

Upon motion made by Tony Dodi, second by Roger Sword, and duly approved by the Industrial Development Authority of Russell County, Virginia setting the monthly meeting time to 5:30PM on the second Thursday of each month, located at the Bonanza Steak House Main Street Lebanon, VA.

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

PUBLIC/GUEST PRESENTATIONS

No guest presentations.

ATTORNEY'S REPORT

The attorney reviewed the by-laws of the IDA and recommended some areas be revised.

Upon motion made by Richard Lockridge, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia approving the amendments to the By-laws as recommended by the Attorney.

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

CHAIRMAN'S REPORT

The Chairman discussed a proposal of donating part of the property at the Russell Place to the Town of Lebanon to expand the JS Easterly Park.

Upon motion made by John Stamper, second by Donnie Christian, and duly approved by the Industrial Development Authority of Russell County, Virginia transferring the deed of a section of the Russell Place property to the Town of Lebanon for the JS Easterly Park.

The Vote was:

Aye: R. Lockridge, C. Elliott, R. Sword, J. Stamper, D. Christian

Abstain: T. Dodi

Absent: S. Gilmer, J. Glass

Nay: None

The lease on the probation office has been signed. The work should begin shortly. They will move in the Coalfield space temporarily on June 23rd.

Work is beginning on the Russell Place cleanup. To remove the asbestos and fluorescent bulbs will cost \$93,000.00. Half of this cost is covered from a (VBAF) Brownfields grant.

CLOSED SESSION

Upon motion made by Donnie Christian, second by Richard Lockridge and duly approved by the Industrial Development Authority of Russell County, Virginia to enter Closed Session as permitted by, VA Code #2.2-3711 (3) Property (5) Prospective unannounced industry (7) & (8) Legal Counsel.

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

RECONVENE TO PUBLIC SESSION

Upon motion made by Tony Dodi, second by Richard Lockridge, and duly approved by The Industrial Development Authority of Russell County, Virginia, the Chairman called the meeting back into regular session and requested the "Certification Motion after reconvening in Public Session".

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

CERTIFICATION AFTER RECONVENING IN PUBLIC SESSION

The Industrial Development Authority of Russell County, Virginia hereby certifies that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be so discussed under the provision of the Virginia Freedom of Information Act cited in that motion.

The Roll Vote Was:

Ernie McFaddin	Yes	Donnie Christian	Yes
Carlton Elliott	Yes	Jarred Glass	Absent
Scott Gilmer	Absent	John Stamper	Yes
Tony Dodi	Yes	Richard Lockridge	Yes
Roger Sword	Yes		

MOTIONS FROM CLOSED SESSION

Upon motion made by Roger Sword, second by Richard Lockridge, and duly approved by The Industrial Development Authority of Russell County, Virginia accepting the offer, plus legal fees and survey cost, from Tommy Schrader on the 4 +/- acre tract in the Russell County Industrial Park.

The Vote was:

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

Absent: S. Gilmer, J. Glass

Nay: None

The IDA discussed the potential locations for further Industrial development sites in the County.

ADJOURNMENT

Upon motion made by Donnie Christian, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 9:57 PM

The Vote was:

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

Absent: S. Gilmer, J. Glass

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 20th day of July 2021 at 6:00 PM.

1. The following members were present, constituting a quorum (4):
Carter McGlothlin, Chairman;
Clifford Hess;
Cuba Porter, Vice Chairman;
Chris Dye;
Donnie Christian, Treasurer;
David Edmonds, Jr.;
Joe Huff; and
Rhonda Lester, Secretary.
2. Also present:
Harvey Hart;
James Baker, T&L; and
Rita Baker, T&L
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. Harvey Hart opened the meeting with the Pledge of Allegiance followed by a prayer led by James Baker
5. 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.

Carter McGlothlin nominated Chris Dye for Chairman of the Board; Chris Dye respectfully declined the nomination, stating he felt serving as an officer of the Board would be a conflict of interest.

David Edmonds, Jr then nominated Cuba Porter for Chairman of the Board. There were no other nominations, so Harvey Hart stated the nominations were closed.

Motion the nominations cease and elect Cuba Porter as Chairman by acclamation made by Carter McGlothlin, seconded by Donnie Christian, and unanimously adopted.

The meeting was turned over to Chairman, Cuba Porter. At this time, Chairman Porter opened the floor for nominations for Vice-Chairman of the Board.

Clifford Hess nominated Donnie Christian for Vice-Chairman of the Board. There were no other nominations, so Chairman Porter stated the nominations were closed.

Motion the nominations cease and elect Donnie Christian as Vice-Chairman by acclamation made by Chris Dye, seconded by Clifford Hess, and unanimously adopted.

Chairman Porter opened the floor for nominations for Treasurer of the Board.

Donnie Christian nominated David Edmonds, Jr. for Treasurer of the Board. There were no other nominations, so Chairman Porter stated the nominations were closed.

Motion the nominations cease and elect David Edmonds, Jr. as Treasurer by acclamation made by Donnie Christian, seconded by Joe Huff, and unanimously adopted.

6. Approve Agenda -

Motion to amend the agenda to add "Renew retainer for Thompson & Litton engineering services for one additional year" to New Business made by Chris Dye, seconded by Donnie Christian, and unanimously adopted.

7. Minutes of the last meeting dated June 15, 2021 were reviewed and, upon motion duly made by Chris Dye, seconded by Clifford Hess, were unanimously adopted as read.

8. Public Comments: None

9. Harvey Hart, Director, presented to the meeting:

- Bank Activity and Account Balances Reports
- Profit and Loss Reports
- Outstanding Construction Receivables Report

and upon motion made by Donnie Christian, seconded by Clifford Hess, were unanimously adopted as presented.

10. Harvey Hart, RCPSA Director, presented to the meeting:

- Water Loss Reports

11. Rita Baker with Thompson & Litton presented to the meeting the following project updates from June 15, 2021 to date:

- GLADE HOLLOW/GLADE HILL WATER PROJECT

Installed during this reporting period, a total of 1,640 LF of 8-inch water line, 60 LF of 6-inch water line, (1) 8-inch Gate Valve, (2) 6-inch Gate Valves, and (1) ARV. Also did pressure testing.

- NASH'S FORD/CLINCH MOUNTAIN ROAD

All comments have been addressed for VDH. Waiting on offer from VDH.

- BELFAST PH II

Installed for this reporting period, (9) meters and 725 LF of ¾" service line.

- BELFAST PH III

A CWDF application for \$100,000.00 will be submitted by July 26, 2021. A contract negotiation meeting was held on 7/19/21 with DHCD.

- ELK GARDEN WATER LINE EXTENTION PROJECT – TILLER TRAILER PARK

An application request for \$200,000.00 from SERCAP will be submitted by the end of this month.

12. Old Business to Discuss:

Harvey Hart, Director, presented to the meeting a brief update regarding the fire hydrants that need repaired and/or replaced in the county. RCBOS advised RCPSA to order parts for the repairs/replacements and turn in invoices for reimbursement.

13. New Business to Discuss:

Motion to approve the renewal of the retainer for Thompson & Litton engineering services for one additional year made by Carter McGlothlin, seconded by Clifford Hess, and unanimously adopted.

14. Matters presented by the Board:

Chairman, Cuba Porter instructed that the Board Packets be made available to the Board members the Friday before the regular scheduled Board meetings.

15. There being no further business to come before the meeting, a motion to adjourn at 6:47 PM was made by Donnie Christian, seconded by Joe Huff, and duly approved by the Board of Directors. The next meeting is scheduled for August 17, 2021 at 6:00 PM.

Dated in the Commonwealth of Virginia on
the 20th day of July 2021.



(Signature)

Secretary Name: Rhonda Lester

AMENDED + APPROVED
Russell County Planning Commission
May 17, 2021

The Russell County Planning Commission met on Monday, May 17, 2021 by phone and in the Board of Supervisors' Meeting Room at the Russell County Government Center, 133 Highland Dr. Lebanon VA.

Members Present

Chairman Kirby Meadows

Jack Compton

Charlie Edmonds

~~Wayne Young~~

Dustin Keith

John Mason

Mark Mitchell

Vice Chair Andy Smith

Oris Christain

Members Absent

Wayne Young

Others Present

Kevin Tiller Esq.

Chairman Meadows called the meeting to order at 6:33 p. m. Invocation and pledge were given. Motion by Andy Smith seconded by John Mason to approve the agenda, motion carried.

April 19, 2021 meetings minutes were presented for approval. Motion by Jack Compton seconded by Oris Christain to approve minutes as amended , motion carried.

Plats/transactions from April 20, 2021 May 17, 2021 were presented for review.

Roger Sword informed Chairman Meadows that he was resigning from the Planning Commission effective 5/17/21. With deep regret the Planning Commission accepted Mr. Sword's resignation.

Mr. Tiller presented Jeff Plaster plat for Fayrene Plaster Lands acreage (Adjoining landowner/Family member) to be added to existing plat.

Dustin Keith informed the Planning Commission that the Board of Supervisors approved tobacco and meals/^{beverage} lodging tax.

Mark Mitchell ask the Comission^M to consider split of CL Dale Property. The Commission advised when the road was brought to State specifications there would not be a problem with the split. Mark Mitchell also brought up county issuing 1099NEC to members for taxes.

Motion to adjourn made by Charlie Edmonds seconded by Mark Mitchell. Motion carried.



Kirby Meadows, Chairman



Mark Mitchell, Secretary

Russell County Planning Commission

June 21, 2021

The Russell County Planning Commission met on Monday, June 21, 2021 in the lobby of the Board of Supervisors' Meeting Room at the Russell County Government Center, 133 Highland Drive Lebanon VA.

Members Present

Oris Christian

Charlie Edmonds

Dustin Keith

John Mason

Chairman Kirby Meadows

Vice Chair Andy Smith

Wayne Young

Jack Compton

Members Absent

Mark Mitchell

Others Present

Chairman Kirby Meadows called the meeting to order at 6:30 p. m.

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by Charlie Edmonds, seconded by Oris Christian.

Meeting minutes approved. Motion by Vice Chairman Andy Smith, seconded by Jack Compton.

New Business

Motion by Charlie Edmonds and seconded by Oris Christian to table review of the split for Tommy and Sandra Alderson until more information about split is given by staff

Review of Plats

Reviewed 05/18/2021 – 06/21/2021 transactions.

Other Business

The IDA has yet to get back with Chairman Meadows about the solar ordinance.

Meeting adjourned. Motion by Charlie Edmonds, seconded by Jack Compton.



Kirby Meadows, Chairman

Attest:



~~Mark A. Mitchell, Secretary~~

Andy SMITH

RUSSELL COUNTY CONFERENCE CENTER

July 1, 2021

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

Date	Event	Event Type	Space
07/03/21	Family Reunion Ashley Herndon	Individual Event	Full \$125
07/04/21	Family Reunion Tamara Plaster	Individual Event	Full \$135
07/09/21	Glenn Youngkin Town Hall Meeting Nathan Kiser	Community Event	Full \$155
07/13/21	Russell County Community Leaders Meeting Lynn Hess	Community Event	Half \$100
07/15/21	Russell County School Board Meeting Dr Greg Brown	Community Event	Full \$0
07/16/21	Wedding Reception Venessa Stacy	Individual Event	Full \$125

07/17/21	Wedding Reception Vanessa Stacy	Individual Event	Full \$125
07/18/21	Wedding Reception Vanessa Stacy	Individual Event	Full \$125
07/19/21	Mountain Movers Meeting Kevin Blankenship	Community Event	Full \$0
07/20/21	SW Regional Health Training Meeting Paige Bordwine	Individual Event	Quarter \$85
07/22/21	Southwest Virginia Regional Jail Authority Board Meeting Jeannie Patrick	Individual Event	Full \$245
07/23/21	Wedding Reception Zachary Smith	Individual Event	Full \$125
07/24/21	Wedding Reception Zachary Smith	Individual Event	Full \$125
07/25/21	Family Reunion Shelia Stoots	Individual Event	Full \$125

07/27/21	SWVA Works Youth Media Camp Tiffanie Goff	Individual Event	Full \$210
07/28/21	SWVA Works Youth Media Camp Tiffanie Goff	Individual Event	Full \$155
07/29/21	SWVA Works Youth Media Camp Tiffanie Goff	Individual Event	Full \$155

(Total: \$2,365.00)

- \$250.00

Final Total = \$ 2,115.00

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT THE BONANZA RESTAURANT IN LEBANON VIRGINIA ON JULY 13TH 2021

MEMBERS & GUEST PRESENT

EUGENE FERGUSON LINDA CROSS MIKE O'QUINN GARY DOTSON
TIM LOVELACE HENRY KINCER CARL RHEA

GUARD RAILS CONTRACTOR BEHIND IN BRISTOL AREA

- 1-GUARD RAILS REPLACED AS DAMAGED
- 2-RT 58E JUST BEYOND QUARRY ROAD A SECTION OF GURAD RAIL DAMAGED FROM A FALLEN TREE
- 3-RT 657 NEEDS GUARD RAIL INSTALLED 1/8 MILE SOUTH OF RT. 658 FIRST BRICK HOUSE ON THE LEFT CAUSED BY A WRECK
- 4-RT 80 DON STEVENS DR. GUARD RAIL DAMAGED BARTONS GARAGE SUBV.
- 5-RT 58/QUARRY RD IN CASTLEWOOD GUARD RAIL DAMAGED
- 6-RT- 58 CASTLEWOOD CROSS OVER AT THE PIZZA HUT DAMAGED
- 7-NEW GARDEN /CLEVELAND ROAD END OF GUARD RAIL DAMAGED. WILL MOVE RAIL BACK TO ALLOW BETTER TURNING RADIUS. **HAS BEEN TURNED IN**
- 8-RT 67 GUARD RAIL DOWN AT DAISY LANE PERKINS CHAPEL END SECTION MISSING

SHOULDER REPAIR AND POT HOLE

- 1-RT 58E/609 HIGH POINT INTERSECTION BRUSH AND WEEDS NEED TO BE REMOVED FOR VISIBILITY
- 2-RT 58W NEAR MILE MARKER 62.8 SIGN WARNING TO WATCH FOR FALLING ROCKS COVERED WITH KUDOZ
- 3-RT-58 WEST ACROSS FROM PIZZA HUT THE DITCH NEEDS TO BE PULLED AND THE PIPE CLEARED FOR A FASTER FLOW. THE WATER IS COMING UP IN THE ROADWAY DURING HEAVY RAIN THUS CAUSING A HAZARD CONDITION ESPECIALLY DURING FREEZING WEATHER. **PIPE TO BE CLEANED /VDOT**
- 4-RT 727 SCENIC ELK GARDEN WEEDS AND BRUSH COMING INTO ROADWAY
- 5-Rt 615 Back Valley cracker neck area dips IN THE ROAD has been **patched will fix better in the spring being evaluated for permanent repairs.** Getting worse **SLIDE ABOVE THE ROAD. SCHEDULED FOR REPAIRS**
- 6-RT 65/609 INTERSECTION TREE BLOCKING VIEW PULLING OUT ONTO RT 65
- 7-RT 645/640 JESSEE MILL ROAD NEAR LONG HOLLOW ROAD IS BROKEN OFF

- 8-RT- 67 MAPLES GAP A CURVE NEEDS A TRUCK ENTERING SIGNS INSTALLED AT A LOWER THAN USUAL HEIGHT FOR BETTER VISIBILITY. **TURNED OVER TO BRISTOL**
- 9-RT 682 DEAD AND LIVE TREES HANGING OVER THE ROAD FIRST MILE FROM RT 609 AND BRUSH FROM FALLEN TREES LAYING ALONG THE ROADWAY NEAR THE TOP NEEDS TO BE REMOVED. **NOT SURE OF THE LOCATION.** GARY DOTSON SHOWED JEFF CAMPBELL FROM VDOT AND WE DISCUSSED THE CONCERNS
- 10-RT 1080 NORTH CEDAR RUFF NEEDS TO BE PAVED
- 11-RT 63 LARGE POT ON THE INSIDE OF A CURVE NEAR TRASH SITE ALSO RUFF CONDITION IN NORTH LANE FIRST CURVE BEYOND THE CLINIC. **WILL PUT ON SCHEDULE FOR REPAIR**

- 12-Rt 665 past the ball park road falling in just pass 600 intersection **WILL MONITOR PUT ON SCHEDULE TO REPAIR**
- 13-RT. 662 OFF RT 82 NEEDS BRUSH CUT AND SHOULDER WORK. **WILL SCHEDULE LABOR FOR BRUSH TO BE CUT**
- 14-RT 750 CAMPBELL ST. NEAR FORT GIBSON CHURCH TREES NEED TO BE CUT
- 15-RT 609 HIGH POINT ROAD EXIT RAMP COMING OFF RT. 58E NEEDS TO BE EXTENDED
- 16-RT 635 HORTON RIDGE NARROW ROAD CURVE NEEDS TO BE WIDNED. **NEED EXACT LOCATION** RABBIT HOLLOW RD. WHERE SCHOOL BUS SIGN IS LOCATED 1/3 MILE FROM RT. 67 UP HORTON RIDGE. **CURVE HAS BEEN PREVIOUSLY WORKED**
- 17-RT 621 SKEENS FORK PIPE CAUSING ROAD TO HOOVE UP NEEDS TO BE REPLACED. **WILL SCHEDULE TO REPAIR**
- 18-RT 63 Dante Mtn. just before water tank road sinking in the north lane potential for a slide. **WILL MONITOR PUT ON SCHEDULE TO REPAIR**
- 19-RT609 HIGH POINT RD. CURVE AT THE STATE SHOP COULD USE A CHEVRON SIGN. **SIGN CREW**

20- RT 604 MOLLS CREEK SEVERAL LARGE POT HOLES BETWEEN THE CHURCH AND THE SECOND HOUSE UP THE CREEK. **WILL SCHEDULE FOR REPAIR**

21-RT 604 MOLLS CR. NEED SPEED LIMIT SIGNS INSTALLED ON THE LOWER END OF MOLLS CR. THERE ARE 35 SPEED LIMIT SIGNS POSTED ON THE UPPER END. **REPORTED TO SIGN CREW**

22- RT 607 BUFFALOW APPROXIMATELY 1 ½ MILE FROM RT 611 NEAR HOUSE #496 AT THE BOTTOM OF THE HILL WATER HAS BEEN UP IN ROAD LEAVING MUD APPARENTLY THE DITCH NEEDS TO BE PULLED AND PIPE CLEANED

23-RT 657 EAST CROSSROADS SEVERAL POT HOLES ENTIRE ROAD

24- RT 645 NEW GARDEN RD. CLINCH RIVER BRIDGE ¼ MILE FROM NASH, S FORD RUFF SECTION OF ROAD

25- RT 640 GLADE HOLLOW RIVER MTN. ROAD SEVERAL POT HOLES

26-RT 683 NEEDS SPEED LINIT SIGNS FROM TROUT POND TO RT. 58

27-RT 80 TREES NEED TO BE CUT HALF WAY UP BIG A MOUNTAIN

28RT- 657 EMBANKMENT BROKEN OFF IN TWO LOCATION ONE ON LEFT OTHER ON THE RIGHT COMING OUT INTO THE ROAD 1/4 MILE FROM RT.658

29-RT 671 FLATS CIRCLe EMBANKMENT FAILURE FIRST LEFT HAND CURVE OFF RT.58

30-RT65 BRUSH NEEDS TO BE CUT AT THE INTERSECTION OF RT.611

31-RT 82 PAST 2ND CURVE GOING DOWN THE MOUNTAIN ROAD BREAKING OFF INSIDE WHITE LINE

32-RT 665 EDGE OF ROAD WASHING OUT

33-CLEVELAND 4TH STREET ROAD HAS BEEN BUILT UP CAUSING FLOODING OF THE CLEVELAND METHODIST CHURCH AND MAN HOLE HAS BEEN RUN OVER

34- 4TH STREET IN CLEVELAND FIRST CURVE ON THE LEFT BANK COMING OFF CREATING A NARROW ROAD

35-ARTRIP RD. ½ MILE FROM CLEVELAND BRIDGE BANK NEEDS TO BE TAKEN OFF TO WIDEN ROADWAY

36-RT 678 UPPER COPPER CREEK ROAD NEEDS GRAVEL AND GRADED

SCHOOL BUS SAFETY AND OTHER CONCERNS

ITEMS REPORTED CORRECTED

1-RT 651 ROMANS RIDGE TWO LARGE POT HOLES

2-RT 19S/949 NEEDS WARNING SIGNS INSTALLEWD

3-RT 58 EAST TURNING LANE TO EVERGREEN RUFF FIXED

4-RT 58 EAST HAWKINS MILL BRIDGE RUFF BOTH ENDS PAVING RT 58 FIXED

5-RT 82 A SIGN REPAIRED IN HORSE SHOE CURVE

6- RT 651 HUBBARD TOWN RD. POT HOLES PATCHED

7-STONEY POINT ROAD GRADED

8- RT 67/622MILLER CIRCLE STOP SIGN REPAIRED

9-TANK HOLLOW HAS BEEN GRADED

FUTURE MAJOR SAFETY PROJECTS

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. COUNTY WORKING WITH VDOT A RIGHT OF WAY PROBLEM. POSSIBLE SMART SCALE PROJECT

2-58W CASTLEWOOD AT THE TRAFFIC LIGHTS ROAD HOOVES UP THAT COULD CAUSE A POTENTIAL HAZARD CONDITION. PAVING SCHEDULED WILL BE FIXED THEN

3-Rt. 71s / 604 Molls Creek INTERSECTION needs bank KEPT scaled back for visibility

4-Rt. 80 from the doubles to Rt. 19 needs a passing lane installed

5-Rt. 645 New Garden Road water undercutting road one mile East of Nash's Ford Bridge GETTING WORSE /PER TONY. **WILL SCHEDULE FOR REPAIR**

6-Rt. 19 south exits 1 coal tipple hollow ramp needs to be extended

UNDERLINED AND BOLDED COMMENTS WERE REPORTED FROM HENRY KINCER

COMMISSION MEMBER INFORMATION

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	210 8504	MIKE O'QUINN	701 7086
CARL RHEA	254 3810	HENRY STINSON	873 4905
HENRY KINCER	889 7601		

NEXT MEETING WILL BE AUGUST 10TH 2021. WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICAPTION

SAFETY IS A COMMITMENT!!!!!!!!!!!!!!PREPARED BY GARY DOTSON

Dilapidated Structure and Litter Reported Sites

Address	Property Owner	Tax Map I.d.	Comments
4478 Red Oak Ridge Rd.Castlewood, VA 24224	Warren & Lesha Kiser	158 R SB 1831	3/1/2021: RC BOS voted and passed motion to proceed with legal action. 3/2/2021: Final notification issued and sent to property owner, via certified letter. No response from property owner to date
2625 Banner St. Paul, VA 24283	St. Beecher Mays & Brenda Hammons c/o Connie Jessee	157 L IB 3294	2/19/2021: Site Observation with R.C.S.O. --Notification of corrections to be completed to be sent to property owner. 4/19/2021: No contact/response from property owner. 06/30/2021:No contact/response from property owner. RC Building Official requests direction from BOS 7/26/2021: No contact/response from property owner. RC Building Official requests direction from BOS
Winchester Hotel	Timmy or Kristy Lee 14414 Marshalls Retreat Rd. St. Paul, VA 24283	157 R SA 1767	3/2/2021: 30 day Notice issued and sent to property owner via certified letter. Public Notice to appear in Lebanon News beginning 3/17/2021, ending 3/24/2021. 4/19/2021: No contact/response from property owner. 06/30/2021: No contact/response from property owner. RC Building Official requests direction from BOS 7/26/2021: No contact/response from property owner. RC Building Official requests direction from BOS

Gobble -- (Trailer)	Billy Wyane Mary Elizabeth Gobble P.O. Box 519 Castlewood, VA 24224-399	138 R 2328 B2	3/2/2021: 30 Day Notice issued and sent to property owner via certified letter. Public Notice to appear in Lebanon News beginning 3/17/2021, ending 3/24/2021. 4/19/2021: Per discussion with RC Building Official,previous property owner advised property information is incorrect. 06/30/2021: RC Building Dept.in process of attempting to obtain mobile home owner information.--
Tim & Rendy Hale	192 Lower Bear Wallow Dante, VA 24273	159 R IB 2189	3/1/2021: RC BOS voted and passed motion to proceed with legal action. 3/2/2021: Final Notification sent via Certified Letter 3/6/2021: Cert. letter recpt card received by RC Building Dept. 4/19/2021: RC Building Official observed property. 06/30/2021: No contact/response from property owner.RC Building Official requests direction from BOS 7/26/2021: No contact/response from property owner. RC Building Official requests direction from BOS
Calvin W. or Carla Elmore	960 Private Rd. # 6294 Palestine, TX 75801	159 R IB 2201	4/19/2021: RC Building Official observed property. 5/26/2021: Letter returned to sender, not claimed. 06/30/2021:No contact/response from property owner. RC Building Official requests direction from BOS 7/26/2021: No contact/response from property owner. RC Building Official requests direction from BOS

Animal Control Report

July 2021

Animal control answered 120 calls

12 dogs adopted

5 dogs reclaimed

54 dogs transferred to rescue

Shelter was inspected by state inspector. We had 0 violations

Library Board of Trustees Meeting



Members Present			Members Absent
Judy Ashbrook	Karen Davis	Ann Monk	Susan Breeding
	Karen Herndon	Sharon Sargent	
Yvonne Dye	Sherry Lyttle	Sharon Van Dyke	

Chair Karen Herndon called the meeting to order 15 June 2021 at 5:00 pm.

Introductions:

Presentations:

Minutes: Judy Ashbrook made and Sharon Sargent seconded a motion to approve the May minutes as distributed; motion passed.

Communications:

Financial: Karen Davis made and Ann Monk seconded a motion to approve the bills; motion passed.

Staff Reports: Kelly McBride Delph reviewed the Activity, Programs, & Director's Report.

Unfinished Business:

New Business: Sherry Lyttle made and Karen Davis seconded a motion to accept the revised Replacement Costs Policy; motion passed.

Review and Summary:

Ann Monk made and Sharon Sargent seconded a motion to adjourn.

Respectfully submitted, Kelly McBride Delph

Secretary

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper
Mr. Tim Hess



DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea
Mr. Tim Lovelace

Agenda

I. July 21, 2021 CPRWMA Board of Directors Roll Call for Quorum.

II. a) Approval of Minutes of the June 17, 2021 meeting.....1

Motion: _____ Seconded: _____

III. Administrative Business

a) Review CPRWMA Waste Stream Report June 2021.....5

Motion: _____ Seconded: _____

b) Approval of the Treasurer's Report for the month of June 2021.....13

Motion: _____ Seconded: _____

c) CPRWMA Attorney's Report for June 2021.....Report

d) Litter and Recycling Report.....Toby

IV. Old Business

A) Discussion repairs to the Tire shear and Tire Machines.

Motion: _____ Seconded: _____

B) Tire Equipment Savings 2020-2021.....Attachment

V. New Business

A) Executive Directors Yearly Evaluation.....Attachment

Motion: _____ Seconded: _____

B) Regional Tire Shredder for Buchanan, Dickenson and Russell (Long term)...Attachment

Motion: _____ Seconded: _____

VI. Correspondence

VII. Adjournment and Next Meeting.

Chair or Vice Chair conducting the meeting: _____

Motion: _____ Seconded: _____

Minutes submitted by: Ron Peters and Sandra Honaker

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

Phone 276-833-5403 Email tobyedwards@bvu.net

www.cprwma.com



RECYCLED PAPER

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper
Mr. Tim Hess



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 17, 2021

Members Present:

Jeff Cooper, Chairman
Carl Rhea, Vice Chairman
Tim Hess
Tim Lovelace

Others Present:

Toby Edwards, Director
R.J. Thornbury, Legal Counsel/Treasurer
Danny Davis, Buchanan Co Transfer
Saundra Honaker, Finance Officer

By Phone:

Damon Rasnick
Ronald E Peters, Secretary/Treasurer

CALL TO ORDER:

Chairman, Jeff Cooper, called the June 17, 2021 meeting of the Board of Directors to order at 4:20 PM. The Pledge of Allegiance and prayer was given.

QUORUM: A quorum of those physically in attendance was established.

ELECTRONIC PARTICIPATION: Pursuant to Code of Virginia Section 2.2-3708.2, upon notice provided to the Chair, Ron Peters and Damon Rasnick, participated by phone. At the meeting Mr. Peters stated he participated from Kissimmee, Florida, due to personal reasons. Mr. Rasnick stated he participated from _____, Virginia, due to personal reasons relating to family medical issues. This was the first electronic participation by either member for personal reasons.

The June meeting was held at 4:00PM rather than 5:00 PM, with proper notice provided. A motion was made by Ron Peters and seconded by Tim Hess to ratify moving the meeting from 5:00 PM to 4:00 PM. Motion was ratified, voting as follows:

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266
Phone 276-833-5403 Email tobyedwards@bvu.net
www.cprwma.com



RECYCLED PAPER

Tim Hess – Aye
Tim Lovelace– Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Damon Rasnick - Aye

APPROVAL OF MINUTES: The minutes of the May 20, 2021 monthly meeting of the Board of Directors were presented for consideration. A motion was made by Tim Hess and seconded by Carl Rhea to approve the minutes as presented. Motion was ratified, voting as follows:

Tim Hess – Aye
Tim Lovelace– Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Damon Rasnick - Aye

ADMINISTRATIVE BUSINESS

WASTE STREAM REPORTS – May 2021: Toby Edwards reviewed the waste stream reports for May. Overall Buchanan and Dickenson showed a slight decrease and Russell County a slight increase for May.

TREASURER’S REPORT – May 2021: Ron Peters presented the CPRWMA Treasurer’s Report for the month of May 2021, reporting the total cash balance was \$330,207.66 at the end of May. A motion to approve the report as presented was made by Tim Lovelace and seconded by Carl Rhea. Motion was ratified, voting as follows:

Tim Hess – Aye
Tim Lovelace– Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Damon Rasnick – Aye

The end of the fiscal year finance report will be presented at the July meeting.

CPRWMA ATTORNEY’S REPORT – May 2021: Rebecca Thornbury stated that there was no new information to report.

LITTER AND RECYCLING REPORT: Toby stated that there was no information to report at this time.

OLD BUSINESS

REPAIRS TO THE TIRE SHEAR AND TIRE MACHINES This will be addressed at the next meeting to allow more information to be presented.

NEW BUSINESS

No New Business

CORRESPONDENCE

VACORP COVERAGE 2021-2022 Members were asked to review the policy and place it in the Board Binders to show insurance coverage for the upcoming year.

VA DEQ INSPECTION – RUSSELL CO TRANSFER STATION The VA DEQ is an annual inspection of the transfer station. The recent inspection indicated no deficiencies were found at the Russell County Station. We are still waiting on the reports for Buchanan and Dickenson Counties.

ADJOURNMENT AND NEXT MEETING

A motion was made by Tim Hess and seconded By Carl Rhea to hold the next board meeting on Wednesday, July 21, 2021 at 5:00 PM at the Peking Restaurant in Grundy, VA, and to adjourn the meeting at 5:45 PM. Motion was ratified, voting as follows:

Tim Hess – Aye
Tim Lovelace– Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Damon Rasnick - Aye

Secretary/Treasurer

Date

Cumberland Plateau Regional Waste Management Authority

Russell County

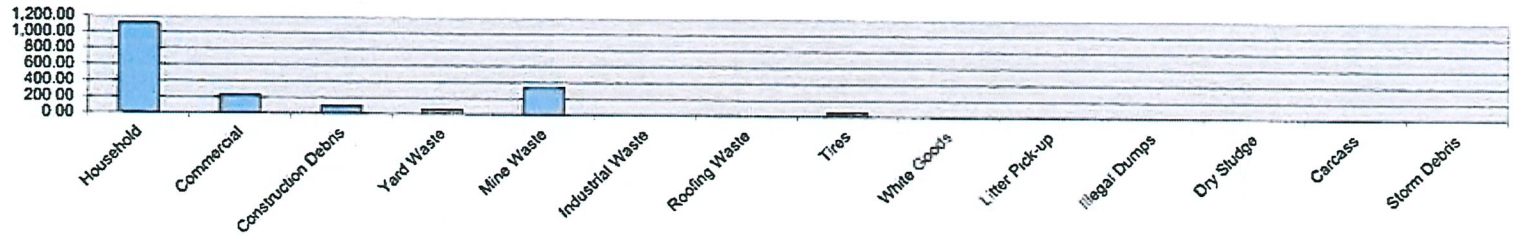
Waste Material(s)	Dec 20- Jan 2021	Jan 2021-Feb 2021	Feb 2021-March 2021	March 2021-April 2021	April 2021-May 2021	May 2021-June 2021	June 2021-July 2021	July 2021-Aug 2021	Aug 2021-Sept 2021	Sept 2021-Oct 2021	Oct 2021-Nov 2021	Nov 2021-Dec 2021	Totals from all Columns	Average (Per Month) Tonnage
Household	1,134.13	1,111.53	1,248.79	1,452.34	1,320.86	1,426.73	1,313.68	0.00	0.00	0.00	0.00	0.00	9,008.06	
Commercial Construction	125.88	96.49	120.61	128.56	170.90	98.70	131.65	0.00	0.00	0.00	0.00	0.00	872.79	
Debris	96.18	44.28	44.38	113.81	73.16	104.61	65.56	0.00	0.00	0.00	0.00	0.00	541.98	
Yard/Ash Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Mine Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Industrial Waste	24.74	26.23	31.44	36.86	26.15	30.29	34.21	0.00	0.00	0.00	0.00	0.00	209.92	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	21.47	8.52	14.06	10.55	39.40	25.26	13.86	0.00	0.00	0.00	0.00	0.00	133.12	
White Goods	0.00	2.59	0.00	9.31	5.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.40	
Pallets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contaminated Recycle	0.00	0.00	0.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.80	
Illegal Dumpsite	3.93	0.00	0.96	5.76	0.72	13.40	14.19	0.00	0.00	0.00	0.00	0.00	38.96	
Storm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Carcass	1.41	2.30	4.35	0.88	0.84	0.48	1.39	0.00	0.00	0.00	0.00	0.00	11.65	
Totals	1,407.74	1,291.94	1,465.39	1,758.07	1,637.53	1,699.47	1,574.54	0.00	0.00	0.00	0.00	0.00	10,834.68	1,547.81
Town of Lebanon	0.00			0.00		0.00	0.00		0.00	0.00	0.00	0.00		
Town of Honaker	0.00											0.00		
Town of Cleveland	0.00			0.00		0.00	0.00		0.00	0.00	0.00	0.00		
													Total FY 2020-2021	31,145.01

Cumberland Plateau Waste Stream Analysis Report

Buchanan County Waste Stream Analysis
Period: June 16th, 2021 to July 15, 2021

Name of Waste Material	This Month (Tons)	Last Month (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	1,106.21	1,145.72	1,113.29	1,008.51	1,058.15	1,077.82	1,160.21	1,156.54	1,127.29	1,085.55	1,055.15	1,179.13	1,147.93	1,163.64	1,192.93	1,119.11	1,267.29
Commercial	221.37	185.49	183.00	143.38	108.64	121.89	97.04	72.63	140.54	187.77	242.48	253.32	145.49	141.71	127.91	134.28	145.39
Construction																	
Debris	90.97	61.49	37.92	65.84	134.34	55.58	29.26	4.67	7.52	55.34	72.21	68.55	55.92	51.80	32.35	33.12	141.48
Yard Waste	54.80	0.36	33.95	11.39	0.00	0.08	1.12	2.54	1.65	0.00	612.03	0.00	48.96	0.00	0.00	0.00	0.00
Mine Waste	333.95	339.21	145.44	390.21	253.23	198.70	126.17	152.67	247.94	467.99	0.00	411.97	235.03	112.16	173.13	126.12	215.93
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roofing Waste	0.00	0.00	0.00	13.44	1.94	1.56	5.88	0.31	2.67	3.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tires	48.64	39.58	22.15	3.83	15.86	8.93	4.09	12.78	33.41	19.40	5.96	51.18	25.39	41.27	32.68	53.88	22.23
White Goods	0.01	0.00	0.00	0.00	6.96	0.00	0.00	0.77	0.00	0.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Litter Pick-up	1.07	7.56	1.44	0.29	4.56	8.36	8.23	2.13	4.91	6.66	7.16	6.61	5.94	12.58	8.15	4.97	0.00
Illegal Dumps	0.00	0.00	0.00	0.00	1.03	0.66	0.00	0.24	0.00	0.00	0.00	0.00	0.00	0.72	1.17	0.21	0.00
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carcass	0.25	1.34	1.81	0.80	0.66	0.61	0.65	0.90	0.72	0.40	0.52	0.08	0.35	0.20	0.40	0.07	0.02
Storm Debris	0.00	0.00	2.91	0.00	74.47	79.02	24.95	73.80	14.08	1.51	3.04	0.00	0.00	0.00	0.00	0.00	0.00
													0.00				
													0.00				
	1,857.27	1,780.75	1,541.91	1,637.69	1,659.84	1,553.21	1,457.60	1,479.98	1,580.73	1,810.67	1,998.55	1,982.08	1,665.01	1,524.08	1,568.72	1,477.40	1,819.83

Buchanan County Waste Stream Analysis
(This Month)



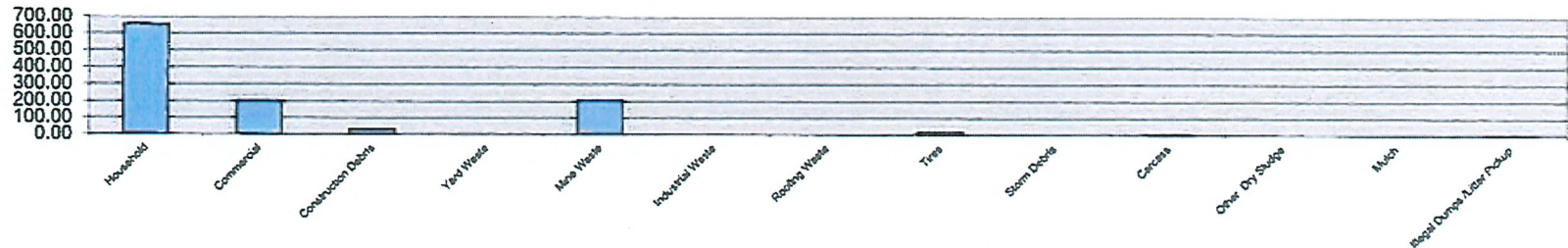
Total Tonnage Includes the following towns:
Grundy 0

Cumberland Plateau Waste Stream Analysis Report

Dickenson County Waste Stream Analysis
Period: June 16th, 2021 to July 15, 2021

Name of Waste Material	This Month (Tons)	Last Month (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	652.89	664.36	652.10	631.77	593.88	593.46	633.81	666.31	648.63	682.45	598.98	717.94	784.71	760.27	779.66	721.49	771.30
Commercial	200.34	151.04	168.18	86.69	129.07	70.41	36.08	81.74	108.72	38.95	55.98	24.32	220.39	164.66	85.47	9.28	7.78
Construction Debris	28.33	18.69	68.27	11.19	28.44	32.98	4.23	14.70	31.80	37.16	8.79	8.74	11.84	30.55	52.02	35.54	36.26
Yard Waste	0.00	0.00	0.00	0.25	0.00	0.00	0.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.55	5.43	5.81
Mine Waste	205.09	187.92	191.17	206.65	143.63	153.23	137.96	128.46	277.73	405.53	289.00	281.58	62.93	29.55	158.43	140.34	58.09
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roofing Waste	0.00	0.00	0.00	5.87	10.24	6.50	3.21	8.26	3.97	2.63	12.57	21.47	3.36	5.80	6.15	26.85	13.48
Tires	17.00	14.67	13.97	9.38	1.28	9.61	11.11	11.43	5.28	11.50	9.72	14.34	11.81	19.05	22.87	17.82	11.23
Storm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carcass	0.05	0.00	0.27	0.66	0.64	4.41	0.56	0.62	1.35	1.58	1.26	1.31	1.71	1.39	4.06	1.58	1.68
Other: Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.59	0.00
Mulch	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Illegal Dumps/Litter Pickup	0.53	1.44	3.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.80	0.00
Total	1,104.23	1,038.12	1,097.86	952.46	907.18	870.60	827.03	909.52	1,077.48	1,179.80	976.30	1,069.70	1,096.75	1,011.27	1,131.21	998.72	905.63

Dickenson County Waste Stream Analysis
(This Month)



Total Tonnage includes the following towns:
Town of Clintwood 0

b

Cumberland Plateau Regional Waste
Management Authority

Cash Flow Statement

June 2021

Cash Balance - May 31, 2021		330,207.66
Cash Received - Tipping Fees:		
Buchanan (May)	84,564.14	
Russell (May)	81,162.68	
		165,726.82
Interest		149.99
Cash Expenditures		
Cash Expenditures - May 2021		(168,149.16)
Cash Balance - June 30, 2021		327,935.31

Fund Balances:

<i>Capital Equip Replacement Fund</i>	<i>\$247,810</i>
DEQ C/D	<i>\$25,000</i>

Cumberland Plateau Regional

Check Register

For the Period From Jun 1, 2021 to Jun 30, 2021

Filter Criteria Includes: Report order is by Check Number.

Check #	Date	Payee	Amount
	6/1/21	Anthem HealthKeepers, Inc.	704.88 Toby's Health/Vision/Dental
	6/2/21	TAG Resources, LLC	233.33 Employee 401k
	6/18/21	TAG Resources, LLC	233.33 Employee 401k
13330	6/17/21	Unifirst Corporation	403.05 Uniforms
13331	6/17/21	Mansfield Oil Company	72.02 Vehicle Fuel
13332	6/17/21	Vansant Lumber Company	59.99 BC Sta Maint
13333	6/17/21	Verizon	40.53 RC Phone
13334	6/17/21	Postmaster	76.00 Post Office Box Rent
13335	6/17/21	Buchanan County PSA	52.90 BC Utility
13336	6/17/21	Appalachian Power Company	282.84 BC Electric
13337	6/17/21	Industrial Development Authority	200.00 Office Rent Jul/21
13338	6/17/21	Void	
13339	6/17/21	Honaker Solutions, LLC	750.00 Accounting Jun/21
13340	6/17/21	Innovative Technology Solutions	37.50 IT Support
13341	6/17/21	Pest Control Plus, Inc.	120.00 Pest BC/DC/RC \$40 each
13342	6/17/21	Dickenson Co Public Service Authority	65.00 DC Utility
13343	6/17/21	WM Corporate Services, Inc.	138,494.83 BC Tipping/Haul \$53,050.18 DC Tipping/Haul \$33,504.13 RC Tipping/Haul \$49,940.52
13344	6/17/21	Lowe's	22.08 RC Supplies
13345	6/17/21	Crystal Springs	10.50 RC Supplies
13346	6/17/21	Card Services Center	374.75 BC Supplies (Wal-Mart) \$18.25 DC Supplies (Wal-Mart) \$18.25 RC Supplies (Wal-Mart) \$18.25 DC Equip Maint (Butty) \$320.
13347	6/17/21	Advance Auto	139.90 BC Equip Maint
13348	6/17/21	Appalachian Power Company	204.24 DC Electric
13349	6/17/21	Verizon	36.46 RC Phone
13350	6/17/21	Verizon	83.35 BC Phone
13351	6/17/21	Appalachian Power Company	46.81 RC Electric
13352	6/17/21	Appalachian Power Company	184.76 RC Electric
13353	6/17/21	Skyline Fabricating, Inc.	5,079.95 BC Equip Maint \$1,693.31 DC Equip Maint \$1,693.32 RC Equip Maint \$1,693.32
13354	6/17/21	Clintwood Lumber and Supply Co., Inc.	9.69 DC Supplies
13355	6/17/21	MXI Environmental Services, LLC	3,533.00 DC HHW Event
13356	6/17/21	Justice Law Office	779.74 Legal May/21
13357	6/17/21	Void	
13358	6/28/21	Fields Restaurants, LLC	99.48 Board Meeting 6-17-21
13359	6/28/21	Sonny's	16.00 BC Fuel
13360	6/28/21	Toby Edwards	37.44 BC Supplies (Auto Plus) Reimburse \$18.98 Supplies (Ebay) Reimburse \$18.46
13361	6/28/21	Lebanon Block & Supply	24.84 BC Sta Maint
13362	6/28/21	Central Scale, Inc.	3,849.84 DC Sta Maint \$3249.84 RC Sta Maint \$800.
7.15.21	6/30/21	United States Treasury	1,405.92 Federal Withholding
7.26.21	6/30/21	VA Dept of Taxation	274.58 State Withholding
On-line	6/17/21	Caterpillar Financial Services Corp	6,218.75 Note Payment
PR6121	6/1/21	Ronald E. Peters	184.70 Director's Compensation
PR6121	6/1/21	Damon Rasnick	184.70 Director's Compensation
PR6121	6/1/21	Tim Lovelace	184.70 Director's Compensation
PR6121	6/1/21	Carl Rhea	184.70 Director's Compensation
PR6121	6/1/21	Jeffery S. Cooper	184.70 Director's Compensation
PR6121	6/1/21	Timothy W. Hess	184.70 Director's Compensation
PR61521	6/15/21	Toby F. Edwards	184.70 Director's Compensation
PR63021	6/30/21	Toby F. Edwards	2,391.34 Salary 1st half 2,391.34 Salary 2nd half
Total			<u>168,149.16</u>

**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
FY 2020 - OPERATING BUDGET & EXPENSE REPORT**

	Expenditures	FY 2020-21	
	Thru 6/30/2021	Budget	
Direct Expenses:			
Transport/Disposal	1,722,494.21	1,482,992.00	
Tire Recycling	25,516.59	45,000.00	
HHW Event	26,629.55	-	
Other Reimbursed Expenses	2,001.00	-	
	1,776,641.35	1,527,992.00	
Overhead Expenses:			
Debt Service - Loaders	74,625.00	75,000.00	100%
Other Disposal	1,450.00	2,000.00	73%
Utilities:	-		
Buchanan	4,913.28	5,100.00	96%
Dickenson	5,193.00	4,500.00	115%
Russell	4,825.02	4,500.00	107%
Supplies:	-		
Buchanan	2,944.01	2,500.00	118%
Dickenson	1,695.49	2,500.00	68%
Russell	1,600.57	3,000.00	53%
Fuel:	-		
Buchanan	5,952.80	6,000.00	99%
Dickenson	4,422.32	4,000.00	111%
Russell	5,270.24	7,000.00	75%
Telephone:	-		
Buchanan	1,530.51	1,500.00	102%
Dickenson	1,481.57	1,100.00	135%
Russell	1,567.06	1,500.00	104%
Station Maintenance/Improvements:	-		
Buchanan	22,345.73	26,000.00	86%
Dickenson	28,313.04	26,000.00	109%
Russell	19,061.25	26,000.00	73%
Loader/Equip Maintenance:	-		
Buchanan	16,084.40	17,435.55	92%
Dickenson	26,958.46	22,435.55	120%
Russell	25,498.41	24,435.55	104%
Transfer Station Permits and Management:	-		
Station Permits	19,566.00	19,000.00	103%
VACO Insurance	17,568.00	14,000.00	125%
Management & Fringe	91,772.01	90,000.00	102%
Finance Manager	9,200.00	9,000.00	102%
Legal	12,861.75	12,000.00	107%
IT Support	6,459.66	4,000.00	161%
Office Rental/Internet/Cell/Office Supplies	4,597.02	6,000.00	77%
Directors Comp & PR Tax	15,071.00	18,100.00	83%
Professional Fees (Audit)	7,200.00	4,000.00	180%
Meeting Expense	2,899.34	3,000.00	97%
Travel	227.13	1,000.00	23%
Supplies:	493.02	1,000.00	49%
Dues/licenses	498.00	410.00	121%
Vehicle Expense	2,124.21	2,500.00	85%
Uniform Rentals	5,186.48	4,000.00	130%
Advertising	1,010.47	2,500.00	40%
Reserves/Equip/ Emergency Fund	-	2,000.00	0%
OVERHEAD SUBTOTAL	452,466.25	455,016.65	
Tire Machines/Shearer	44,209.35	-	
TOTAL EXPENSES	2,273,316.95	1,983,008.65	

*Management Breakdown	
Toby Health	8786.21
Toby Salary	71119.67
401K Cost/Contribution	6399.21
Taxes	5466.92
	91772.01

Directors Comp & Taxes	
Salary	13984.7
Taxes	1086.3
	15071

Office Breakdown	
Phone/int	983.98
Rent	2400
Postage	460.7
Office Sup	752.34
	4597.02

**Overhead Rate per County

Rate begins July 1st
12,639.35

CPRWMA Tires
July 2020 to May 2021

Buchanan County managed 333.25 tons of waste tires.

WV Tire (old system)- $333.25 \times \$76$ per ton = \$25,327

Cutting them- $333.25 \times \$37.14$ per ton = \$12,376.90

*Savings to Buchanan County didn't have to spend- **\$12,950.10.***

Dickenson County managed 182.44 tons of waste tires.

WV Tire (old system)- $182.44 \times \$76$ per ton = \$13,865.44

Cutting them- $182.44 \times \$36.93$ per ton = \$6,737.50

*Savings to Dickenson County didn't have to spend-**\$7,127.94.***

Russell County managed 259.10 tons of waste tires.

WV Tire (old system)- $259.10 \times \$76$ per ton = \$19,691.60

Cutting them- $259.10 \times \$35.19$ per ton = \$9,117.72

*Savings to Russell County didn't have to spend-**\$10,573.88.***

Combined savings for our 3 member counties by purchasing tire cutting machines and cutting them was **\$30,651.92** in the first year (July 2020 to May 2021).