

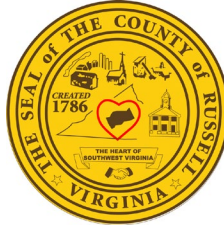
RUSSELL COUNTY
BOARD OF SUPERVISOR’S MEETING
AGENDA – SEPTEMBER 12, 2022

Conference Room

Regular Meeting

6:00 PM

Russell County Governmental Center
Lebanon, Virginia 24266



CALL TO ORDER & ROLL CALL – Clerk of the Board

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATION

1. RC BOS Resolution - Linda Skeens – “Viral County Fair Queen” – Virginia-Kentucky District Fair
2. RC BOS Resolution – Annual Designation - April 9th (4/9) as “49 Winchester Day”
3. Dora Martin – 2022 Vet-Fest
4. Cuba Porter – RC PSA Report

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 August 1, 2022
2. Approval of Expenditures. Consider approval of expenditures presented for payment.....A-2

3. Committee Appointments for Board Consideration.....A-3

Tourism Advisory Committee

District 4 (Vacant) 2 Year-Term August 1, 2022

Russell County Public Service Authority (PSA)

Vacant 4 Year-Term August 1, 2022

Russell County Public Library

Karen Davis 4 Year-Term September 20, 2022

Sharon Sargent 4 Year-Term September 20, 2022

Sharon VanDyke 4 Year-Term September 20, 2022

Upper Tennessee River Roundtable

Nathaniel Rasnake (Moved) 2 Year-Term December 31, 2022

CITIZEN’S COMMENT PERIOD (Limited to 3 Minutes)

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS

- 1. Russell County Board of Supervisor’s “Pro-Life Resolution”B-1
- 2. RC Personnel Policy – Insurance Retirement Program.....B-2
- 3. RC Landfill Consultant Contract.....B-3

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

- 1. Fire & EMS Departments – ARPA Funds - \$1,000 Per Month Allocation.....C-1
- 2. VACo 2022 Annual Conference, Richmond Convention Center, November 13-15, 2022.....C-2
- 3. VACo Region 12 & 13 Legislative Meeting - Russell County Gov’t Center August 23, 2022 – 1 P.M. to 3 P.M.....C-3
- 4. Finney Disposal Site Proposed LocationC-4

5. APA Court System Audit – RC Clerk of Circuit Court.....C-5

REQUESTS

6. VDOT Dante Depot Renovation Contract.....C-6

7. DHCD Dante Regional Sewer Line Extension Agreement.....C-7

8. DCJS Victim Witness Program Grant - \$70,000.....C-8

9. Voter Registration – ICE Tabulator - \$8,625.....C-9

10.VDOT Resolution – Highway System – Project 7058-097-105, G302, G303.....C-10

11.CSA Supplement Allocation Request - \$11,141.09.....C-11

12.School Board Reversion Funds Correction - \$356,522.13.....C-12

13.National Opioids Settlement Payment - \$43,265.96.....C-13

14.RC Deputy Emergency Management Coordinator.....C-14

15.RC Tourism Coordinator.....C-15

16.RC Planning Commission Plat.....C-16

17.RC Library Travel Requests – Kelly McBride – Belinda Levy Association
for Rural & Small Libraries Conference 9/14 - 9/17 & Library of Virginia
Meeting, Richmond 9/22 – 9/23.....C-17

BOARD DISCUSSIONS & REMINDERS

ADJOURNMENT

COUNTY AGENCY / BOARD REPORTS:

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



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Information Item
Presenters - Various

Meeting: 9/12/22 6:00 PM

Presentations

- 1. RC BOS Resolution - Linda Skeens – “Viral County Fair Queen” – Virginia-Kentucky District Fair**
- 2. RC BOS Resolution – Annual Designation - April 9th (4/9) as “49 Winchester Day”**
- 3. Dora Martin – 2022 Vet-Fest**
- 4. Cuba Porter – RC PSA Report**

Staff Recommendation:

Presentation – Informational Only.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- Various

Viral county fair legend Linda Skeens makes her TV debut on TODAY

"I've been cooking and doing this for, what, 50-some years and so I don't understand why there's such a big deal," said Skeens. "But anyway, I appreciate it."



July 21, 2022, 1:51 PM EDT

By Joseph Lamour

She's the woman who captured a nation's hearts without lifting a finger – except, you know, to make a spread of delicious Southern cooking at its most prize-winningest.

Linda Skeens, the 74-year-old viral sensation who won 25 separate ribbons for her home cooking, baking and crafts at the Virginia-Kentucky District Fair this year appeared on TODAY Thursday for her very first television appearance. At last, we put a face to the name on the everyone's lips.



— Linda Skeens making her TV debut on TODAY Thursday morning. Helen Healey / TODAY

June 13 is when Skeens's viral story begins: At the VaKy Fair, where attendance averages around 14,000 people from Wise County in Virginia and Letcher County in Kentucky. In addition to offering rides, live music, bull riding, Motocross and a horse show, there are competitions in art, agriculture, crafts and home economics.

After those competitions concluded, on the VaKy Fair's Facebook, winners of the fair's categories were announced and one name appeared quite a lot: Linda Skeens. Skeens, who is from Russell County, Virginia, swept the Baked Goods category, won many of the spots in Canned Foods and even placed outside the kitchen categories in Embroidery and Wall Décor. And, according to the fair, Skeens wasn't the only entrant in those categories, either.

Baked Goods

- Cakes
 - 1st place: Linda Skeens

- Pies
 - 1st place: Linda Skeens

- Cookies

- 1st place: Linda Skeens
- 2nd place: Linda Skeens
- 3rd place: Linda Skeens

- Brownies

- 1st place: Linda Skeens

- Savory bread

- 1st place: Linda Skeens
- 2nd place: Linda Skeens
- 3rd place: Linda Skeens

- Sweet Bread

- 1st place: Linda Skeens

- Candy

- 1st place: Linda Skeens
- 2nd place: Linda Skeens
- 3rd place: Linda Skeens

— Linda Skeens won every place in every category of Baked Goods at the Virginia-Kentucky District Fair. VaKy District Fair

What came of the arresting visual of a Facebook post announcing her as the winner of every Baked Goods category resulted in much of the internet wondering just who this renaissance woman is, garnering 13,000 likes and 23,000 shares on that single image. Since then, a fan page on Facebook called "Linda Skeens Baking Queen," multiple t-shirts, memes and even an original song on TikTok based on her story called "[The Ballad of Linda Skeens](#)" have been created in her honor.



— Linda Skeens basks in her well-deserved glory on TODAY. Helen Healey / TODAY

Additionally, at least one other woman also named Linda Skeens has been enjoying the newfound popularity the name has garnered on Facebook – without winning a single ribbon.

Appearing with the TODAY gang on Thursday morning, baking sensation Skeens said she isn't on any form of social media, and she doesn't even have an email address or cell phone.



— Linda Skeens and family with TODAY producer Erin Farley before her appearance on TODAY. Frankl Skeens / Facebook

This might be part of what made the mystery surrounding her identity so enthralling to the more than 2,720 people who follow her fan page and the 20,000 comments on the post announcing her delectable domination.





— Linda Skeens fans created music, Facebook groups and even t-shirts. Courtesy Linda Skeens Baking Queen

“I don’t know what to think about it,” Skeens said during her appearance on TODAY. “I’ve been cooking and doing this for, what, 50-some years and so I don’t understand why there’s such a big deal, but anyway, I appreciate it.”

Skeens, who has three children, five grandchildren and two great-grandchildren, said that reports that she didn’t return to the fair to claim her many prizes have been greatly exaggerated. Since until now, the public had no knowledge of what Skeens looked like, she returned to the scene of her legendary sweep completely under everyone’s radar.



— Linda Skeens on her first trip to New York City. Frankl Skeens / Facebook

Skeens said that while waiting to pick up her many ribbons, she ran into another winner of an art category, who later remarked that he met the mythic mistress of boils and braises without knowing it. “I didn’t tell him who I was,” she said.

On the show, Skeens shared [a few of her blue ribbon recipes](#) for everyone to try, including for her [peanut butter fudge](#) (for which she said the secret ingredient is “love”), [strawberry jam](#), [brownies](#), and what she said is one of her husband’s favorites: her [peach hand pies](#). Skeens mentioned that she even baked her retired coal miner beau some treats while she was away appearing on national television, as one does.



— A Skeens stan with a Linda Skeens tee. Linda Skeens Baking Queen / Facebook

Skeens also shared a savory recipe for her chow chow, veggie-filled pickled condiment, a sweet and savory option for Skeens-fiend's taste buds she mention goes well with hot dogs. When asked if she uses "healthier" substitutions like agave nectar by Carson Daly, she bristled, while mentioning that her peach hand pies are baked so they're better for you than deep-fried ones.

"I cook country and I cook to eat," Skeens said.

When asked which recipe is her favorite, she responded immediately with "Mexican cornbread," which, she says in her recipe, goes "great with taco soup or chili beans."

Skeens, who revealed to radio host Mason Mousette that she was diagnosed with leukemia in December, said that the flight to New York City was the first one she's ever been on, saying it was fun, but made her a little nervous. (By the way, she also told Mousette that the leukemia treatment she's on is working and that cooking for her friends and family helps.)

Skeens said that her county fair glory has been so widespread that she's even been offered a cooking show, but didn't say whether or not she accepted. She also noted that she loves New York, and that she's been watching NBC since Chet Huntley and David Brinkley were on the air, and they both started at the network in 1956.

Over that time, Skeens has been honing her talents and winning hearts – and ribbons. Over the last decade, she has won over 450 ribbons at state fairs and cooking competitions.



— A collection of Linda Skeens' ribbons. Courtesy Linda Skeens Baking Queen

When asked if she has a competitive side, she responded, “I do. You can ask my friends when I play Spades on Saturday nights. I play to win.”

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49 Winchester

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Photo by Joshua Black Wilkins



Photo by Paul Handleman

49 Winchester "Damn Darl..."



BIO

With its latest album, "Fortune Favors The Bold," Russell County, Virginia-based 49 Winchester is ready and roaring to break onto the national scene with its unique brand of tear-in-your-beer alt-country, sticky barroom floor rock-n-roll, and high-octane Appalachian folk.

"As we've aged and matured, our sound has gone from a softer place to this grittier, edgier tone that we have now," says lead singer/guitarist Isaac Gibson. "So, we're trending more towards being a rock band instead of a country band. But, at the same time, I don't think anybody's ever known quite what to call it."

Although it's 49 Winchester's fourth studio album, "Fortune Favors The Bold" marks its debut for Nashville's New West Records — one of the premier labels for Americana, indie and rock acts on the cutting edge of sound, scope and spectacle.

Formed eight years ago on Winchester Street in the small mountain town of Castlewood, Virginia (population: 2,045), the band started as a rag tag bunch of neighborhood teenagers who just wanted to get together for the sake of playing together.

Aside from Gibson, there's also his childhood friend, bassist Chase Chafin, alongside other Castlewood cronies — guitarist Bus Shelton, and Noah Patrick on pedal steel.

"From day one, it's always been a band and it will always be about being a band. This is everything, everything we love about music — we're going for broke with this thing," says Gibson. "And that gives us a unique perspective because it's still the same guys. It's still all of us from Castlewood traveling around, playing music and making this band a reality — this is a story of growth."

And it's that sense of growth — more so, a sense of self — at the core of "Fortune Favors The Bold." It's not only a record that showcases the current state of 49 Winchester, it's a melodic stake in the ground of how this group is constantly evolving and taking shape, sonically and lyrically.

Reflecting on his early days as a jack-of-all-trades stone mason in Castlewood, where it was about trying to make ends meet in an effort to keep 49 Winchester rolling along, Gibson can't help but be grateful for a well-earned notion at the core of the band's ethos — anything worthwhile in life is built brick-by-brick.

"Everything has to be built. And very few people are going to achieve success overnight," says Gibson. "There's going to be people you see succeed in front of you. Maybe you don't think they deserve it as much as you, haven't worked as hard as you, haven't done it as long as you. But, none of that matters — they ain't you. They're not living your life. They're not part of your experience."

At its essence, "Fortune Favors The Bold" is about going against all odds to bring your art into fruition and into the world. It's about leaving your hometown and heading for the unknown horizon. And it's about proving those wrong who snickered and waited for the day you'd give up somewhere down the line, only to circle back home with your tail between your legs.



49 Winchester will make their Grand Ole Opry debut on August 30th in support of their critically acclaimed *Fortune Favors the Bold*. The new album has quickly generated over 10 million global streams and is now generating north of 750,000 streams a week. *Fortune Favors the Bold* debuted at #7 on the Billboard Top New Artist Chart, #7 on the Billboard Current Country Chart, and #10 on the Billboard Folk Americana Chart as well. Of their Opry debut, frontman Isaac Gibson said, "I remember when this band first started, people half-jokingly said, 'When are you boys gonna be on the Grand Ole Opry?' And I would respond, half-jokingly myself, 'Someday soon.' After years of constant work, and the utmost faith in each other and what we are doing, here we are. Seeing this play out before our eyes is quite literally a dream come true. It's a tremendous honor, and a feather in the cap of anyone in this realm of music."

Met with critical acclaim, Whiskey Riff said, "49 Winchester strikes gold...The best record released so far in 2022, don't be surprised if it still remains on top at the year's end," while Magnet Magazine called them

and instrumentation. But we kept working at it, always progressing in what we wanted to do and how we wanted to sound – each song better than the previous one, the show this evening better than last night.”

49 Winchester’s Fortune Favors The Bold is available NOW via [NEW WEST RECORDS](#).



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-1
Presenter: Chairperson

Meeting: 9/12/22 6:00 PM

Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of August 1, 2022**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

August 01, 2022

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, August 01, 2022 beginning with Executive (closed) Session at 5:00 pm followed by the regular meeting at 6:00 pm at the Russell County Government Center in Lebanon, Virginia.

The Clerk called the meeting to order.

APPROVAL OF THE AGENDA

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

The vote was:

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

Nay: None

APPROVAL OF THE JULY 11, 2022 MINUTES

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the July 11, 2022 minutes and dispense with the reading thereof.

The vote was:

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

Nay: None

APPROVAL OF GENERAL COUNTY INVOICES

Motion made by Oris Christian, second Carl Rhea and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$1,659,380.87, including reoccurring and withholdings.

The vote was:

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

Nay: None

Committee Appointments

DAVID BLACKSON APPOINTED TO THE TAC

Motion made by Oris Christian, second David Eaton and duly approved by the Board of Supervisors to appoint David Blackson to the Tourism Authority Committee to fill the unexpired term of Maddie Gordon, said term ending June 30, 2023.

The vote was:

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

Nay: None

JANICE HALSEY APPOINTED TO THE TAC

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to appoint Janice Halsey to the Tourism Advisory Committee to fill the expired term of Jamie Ball, said term ending June 30, 2023.

The vote was:

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

Nay: None

APPROVAL OF THE RESIGNATION OF DANNY ALTIZER FROM TAC

Motion made by Rebecca Dye, second Tim Lovelace and duly approved by the Board of Supervisors to accept the resignation of Danny Altizer from the Tourism Advisory Committee.

The vote was:

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

Nay: None

DOUG HUBBARD APPOINTED TO TAC

Motion made by Rebecca Dye, second David Eaton and duly approved by the Board of Supervisors to appoint Doug Hubbard to the TAC to fill the unexpired term of Danny Altizer, said term ending June 30, 2023.

The vote was:

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

Nay: None

DOUG HOWARD RE-APPOINTED TO THE SOUTHWEST VIRGINIA COMMUNITY CORRECTIONS

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to re-appoint Doug Howard to the Southwest Virginia Community Corrections Board for a (2) two-year term, said term ending August 01, 2024.

The vote was:

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

Nay: None

PHILLIP CAMPBELL APPOINTED TO THE RUSSELL COUNTY PSA

Motion made by Rebecca Dye, second Tim Lovelace and duly approved by the Board of Supervisors to appoint Phillip Campbell to The Russell County Public Service Authority for a (4) four-year term, said term ending June 24, 2026.

The vote was:

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

Nay: Oris Christian

RESIGNATION OF ANGIE FARMER FROM CPMT

Motion made by Rebecca Dye, second Steve Breeding and duly approved by the Board of Supervisors to accept the resignation of Angie Farmer from the Community Policy Management Team.

The vote was:

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

JENNIFER NUNLEY APPOINTED TO THE CPMT

Motion made by Rebecca Dye, second Tim Lovelace and duly approved by the Board of Supervisors to appoint Jennifer Nunley to the Community Policy Management Team to fill the unexpired term of Angie Farmer, said term ending October 12, 2024.

The vote was:

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

ALICE MEADE AND LARRY BURTON RE-APPOINTED TO THE AASC

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to re-appoint Alice Meade and Larry Burton to the Appalachian Agency for Senior Citizens for (4) four-year terms, said terms ending June 30, 2026.

The vote was:

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

Presentation

Marketta Puckett and Tracey Wilson presented some resources for Russell County citizens to get assistance for family members suffering from Alzheimer's. The Alzheimer's Northeast Tennessee organization is available for citizens in need throughout the region, including Russell County.

Citizens' Comment

The Chair opened citizens' comment period.

The following citizens commented in favor of Russell County becoming a Pro-Life Sanctuary County, they voiced concerns about protecting the unborn, the sanctity of life and opposition to abortion clinics locating in Russell County. They wanted to see Russell County take the lead against abortion in Southwest Virginia. Some of the citizens also voiced opposition to Suboxone Clinics being in the County.

Jony Baker
Lynn Hess
Steven Damron
Sandy Hess

Jody Shelton
John Salyer
Kenny Bolling
Brandon Cassell

Stephen Musick
Eddie Hall
Tara Null
Wanda Burke

James Nunley
Nate Kiser
Steve Wallace
Wally Kennedy

Cody Jackson
Mike Dye
Sue Hubbard
Gordon

Paul Herndon
Tara Dye
Paul Day
Ethan Gross

Phillip McGlothlin
Don Zamboni
Tim Whited

Kristy Perkins
Wayne Hubbard
Kirby Meadows

Roy Castle, Castlewood asked that the Board look at the road in Kingland Heights.

Dora Martin invited the Board to attend Southwest Virginia Vet Fest at the Russell County Fairgrounds on September 24, 2022.

Angela Carpenter, Lebanon commented about an issue from the last Board meeting concerning a right of way and her property.

Raine Wells, Honaker spoke concerning Star Ministries and the work they do in the community. She asked for a donation for a back to school event they are sponsoring.

The Chair closed citizens' comment.

The Chair directed the County Attorney to pursue the possibility of an ordinance prohibiting the location of abortion clinics in the county and to make Russell County a Pro-Life Sanctuary.

The Chair called for a short recess.

The meeting was called back to order by Chair Lou Wallace.

County Attorney Reports and Requests

GIVENS SCHOOL LEASE RENEWED WITH STAR MINISTRIES, INC.

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to renew the Givens School Lease with Star Ministries, Inc.

The vote was:

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

APPROVAL OF THE PURE SALMON PROJECT RESOLUTION

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a resolution concerning the Pure Salmon Project tax incentive contingent upon Tazewell and Buchanan County approval.

The vote was:

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

APPROVAL OF A LEASE AGREEMENT WITH B. WILLIAMS, LLC FOR DANTE STEAM BUILDING

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a lease agreement with B. Williams Resources, LLC for the Dante Steam Building subject to final approval by counsel for both parties.

The vote was:

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

Nay: None

APPROVAL TO ACCEPT RC SCHOOL REVERSION FUNDS IN THE AMOUNT OF \$574,758.18

Motion made by Rebecca Dye, second Steve Breeding and duly approved by the Board of Supervisors to accept Russell County School reversion funds in the amount of \$574,758.18.

The vote was:

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

Nay: None

AUTHORIZATION TO HIRE A BUILDING INSPECTOR

Motion made by Rebecca Dye second Tim Lovelace and duly approved by the Board of Supervisors to authorize the County Administrator to hire for the Building Inspector position.

The vote was:

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

Nay: None

APPROVAL OF EMPLOYEE ALIGNMENT FOR THE RUSSELL COUNTY LIBRARY

Motion made by Rebecca Dye, second Carl Rhea and duly approved by the Board of Supervisors to approve a request from the Library Board of Trustees to proceed with an employment internal alignment.

The vote was:

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

Nay: None

Abstain: Steve Breeding

APPROVAL OF A RESTORATION PROJECT FOR THE SWORDS CREEK OLD SCHOOL FACILITY

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a restoration project for the Swords Creek Old School Facility.

The vote was:

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

Nay: None

The meeting was adjourned by the Chairperson.

Clerk of the Board

Chairperson



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-2
Presenter: Chairperson

Meeting: 9/12/22 6:00 PM

Approval of Expenditures

Request approval of the County's August 2022 Monthly Expenditures:

STAFF RECOMMENDATION(s):

County's August 2022 Monthly Expenditures are in compliance with budget and operational services.

SUGGESTED MOTION(s):

Motion to approve County's August 2022 Monthly Expenditures.

ATTACHMENTS:

- August 2022 Monthly Expenditures

| <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> |
|-----------------|------------------|------------------------|----------------|--------------|-------------------|-------------------|--------------------|--------------|
| 9/12/2022 | 8/18/2022 | 002615 A&A ENTERPRISES | 76002 | | 225.00 | 225.00 | 4100-031020-5410- | - |
| 9/12/2022 | 8/18/2022 | 002615 A&A ENTERPRISES | 76003 | | 324.00 | 324.00 | 4100-031020-5410- | - |
| | | | | | 549.00 | 549.00 * | | |
| 9/12/2022 | 8/19/2022 | 004568 ADDINGTON OIL C | 119929 | | 799.20 | 799.20 | 4100-042400-5408- | - |
| 9/12/2022 | 8/24/2022 | 004568 ADDINGTON OIL C | 119892 | | 5,860.73 | 5,860.73 | 4100-042400-5408- | - |
| | | | | | 6,659.93 | 6,659.93 * | | |
| 9/12/2022 | 8/04/2022 | 003754 AMAZON | 448334676544 | 10 | 13.97- | 13.97- | 4100-073010-5407- | - |
| 9/12/2022 | 8/12/2022 | 003754 AMAZON | 557385883483 | 10 | 118.60 | 118.60 | 4100-073010-5411- | - |
| 9/12/2022 | 7/22/2022 | 003754 AMAZON | 646999368539 | 10 | 42.04 | 42.04 | 4100-073010-5407- | - |
| 9/12/2022 | 7/18/2022 | 003754 AMAZON | 658636849435 | 10 | 77.20 | 77.20 | 4100-073010-5411- | - |
| 9/12/2022 | 7/26/2022 | 003754 AMAZON | 667434887885 | 10 | 13.47 | 13.47 | 4100-073010-5407- | - |
| 9/12/2022 | 7/22/2022 | 003754 AMAZON | 864333468787 | 10 | 58.56 | 58.56 | 4100-073010-5414- | - |
| 9/12/2022 | 8/08/2022 | 003754 AMAZON | 935577798666 | 10 | 19.85 | 19.85 | 4100-073010-5411- | - |
| 9/12/2022 | 7/26/2022 | 003754 AMAZON | 98696456637 | 10 | 17.85 | 17.85 | 4100-073010-5411- | - |
| 9/12/2022 | 8/08/2022 | 003754 AMAZON | 989793635359 | 10 | 26.98 | 26.98 | 4100-073010-5411- | - |
| | | | | | 360.58 | 360.58 * | | |
| 9/12/2022 | 8/29/2022 | 002589 AMERICAN STEEL | 80905 | | 6,599.53 | 6,599.53 | 4100-094010-8032- | - |
| | | | | | 6,599.53 | 6,599.53 * | | |
| 9/12/2022 | 8/30/2022 | 004947 APPALACHIAN COM | 38971 | | 37,141.00 | 37,141.00 | 4100-094010-8029- | - |
| | | | | | 37,141.00 | 37,141.00 * | | |
| 9/12/2022 | 8/15/2022 | 000026 APPALACHIAN POW | 08152022 | | 33.85 | 33.85 | 4100-031020-5101- | - |
| | | | | | 33.85 | 33.85 * | | |
| 9/12/2022 | 9/01/2022 | 001346 ASSOCIATION OF | FY2023 | | 150.00 | 150.00 | 4100-021020-5401- | - |
| | | | | | 150.00 | 150.00 * | | |
| 9/12/2022 | 8/15/2022 | 000047 AT&T | 08152022 | | 3.11 | 3.11 | 4100-031020-5203- | - |
| 9/12/2022 | 8/12/2022 | 000047 AT&T | 434539 | | 125.00 | 125.00 | 4100-031020-5409- | - |
| | | | | | 128.11 | 128.11 * | | |
| 9/12/2022 | 8/09/2022 | 003032 B & H RENTALS I | 118916 | | 58.62 | 58.62 | 4100-031020-5409- | - |
| | | | | | 58.62 | 58.62 * | | |
| 9/12/2022 | 7/20/2022 | 000007 BAKER & TAYLOR | 07202022 | 10 | 369.56 | 369.56 | 4100-073010-5411- | - |
| | | | | | 369.56 | 369.56 * | | |
| 9/12/2022 | 6/17/2022 | 004494 BENTLEY DISTRIB | 368430 | | 23.30 | 23.30 | 4100-012010-5401- | - |
| 9/12/2022 | 6/17/2022 | 004494 BENTLEY DISTRIB | 368430 | | 23.30 | 23.30 | 4100-012090-5401- | - |
| 9/12/2022 | 6/17/2022 | 004494 BENTLEY DISTRIB | 368430 | | 23.30 | 23.30 | 4100-035050-5401- | - |
| 9/12/2022 | 6/17/2022 | 004494 BENTLEY DISTRIB | 368430 | | 23.30 | 23.30 | 4100-034010-5401- | - |
| 9/12/2022 | 6/17/2022 | 004494 BENTLEY DISTRIB | 368430 | | 23.30 | 23.30 | 4100-012130-5401- | - |
| 9/12/2022 | 7/15/2022 | 004494 BENTLEY DISTRIB | 370432 | | 15.80 | 15.80 | 4100-012010-5401- | - |
| 9/12/2022 | 7/15/2022 | 004494 BENTLEY DISTRIB | 370432 | | 15.80 | 15.80 | 4100-012090-5401- | - |
| 9/12/2022 | 7/15/2022 | 004494 BENTLEY DISTRIB | 370432 | | 15.80 | 15.80 | 4100-035050-5401- | - |
| 9/12/2022 | 7/15/2022 | 004494 BENTLEY DISTRIB | 370432 | | 15.80 | 15.80 | 4100-034010-5401- | - |
| 9/12/2022 | 7/15/2022 | 004494 BENTLEY DISTRIB | 370432 | | 15.80 | 15.80 | 4100-012130-5401- | - |
| 9/12/2022 | 8/03/2022 | 004494 BENTLEY DISTRIB | 372363 | | 9.80 | 9.80 | 4100-012010-5401- | - |
| 9/12/2022 | 8/03/2022 | 004494 BENTLEY DISTRIB | 372363 | | 9.80 | 9.80 | 4100-012090-5401- | - |
| 9/12/2022 | 8/03/2022 | 004494 BENTLEY DISTRIB | 372363 | | 9.80 | 9.80 | 4100-035050-5401- | - |
| 9/12/2022 | 8/03/2022 | 004494 BENTLEY DISTRIB | 372363 | | 9.80 | 9.80 | 4100-034010-5401- | - |
| 9/12/2022 | 8/03/2022 | 004494 BENTLEY DISTRIB | 372363 | | 9.80 | 9.80 | 4100-012130-5401- | - |
| 9/12/2022 | 8/24/2022 | 004494 BENTLEY DISTRIB | 374350 | | 9.80 | 9.80 | 4100-012010-5401- | - |
| 9/12/2022 | 8/24/2022 | 004494 BENTLEY DISTRIB | 374350 | | 9.80 | 9.80 | 4100-012090-5401- | - |
| 9/12/2022 | 8/24/2022 | 004494 BENTLEY DISTRIB | 374350 | | 9.80 | 9.80 | 4100-035050-5401- | - |
| 9/12/2022 | 8/24/2022 | 004494 BENTLEY DISTRIB | 374350 | | 9.80 | 9.80 | 4100-034010-5401- | - |
| | | | | | 293.50 | 293.50 * | | |
| 9/12/2022 | 8/25/2022 | 000052 BLEVINS SEPTIC | 36563 | | 510.00 | 510.00 | 4100-042010-5413- | - |
| | | | | | 510.00 | 510.00 * | | |
| 9/12/2022 | 8/09/2022 | 000092 BONANZA RESTAUR | 656460 | | 308.93 | 308.93 | 4100-011010-5413- | - |
| | | | | | 308.93 | 308.93 * | | |

| DUE DATE | INV. DATE | VENDOR | INVOICE | CLASS | GROSS AMT. | NET AMOUNT | G/L ACCOUNT | P.O.# |
|-----------|-----------|------------------------|-----------------|-------|------------|-------------|-------------------|-------|
| 9/12/2022 | 8/10/2022 | 000138 CAMPBELL CHAFIN | 53600 | | 2,270.00 | 2,270.00 | 4100-011010-3002- | - |
| 9/12/2022 | 8/10/2022 | 000138 CAMPBELL CHAFIN | 53601 | | 150.00 | 150.00 | 4100-011010-3002- | - |
| 9/12/2022 | 8/10/2022 | 000138 CAMPBELL CHAFIN | 53602 | | 52.00 | 52.00 | 4100-011010-3002- | - |
| 9/12/2022 | 8/10/2022 | 000138 CAMPBELL CHAFIN | 53603 | | 375.00 | 375.00 | 4100-011010-3002- | - |
| | | | | | 2,847.00 | 2,847.00 * | | |
| 9/12/2022 | 8/04/2022 | 004176 CARTER MISSY | 08042022 | | 93.68 | 93.68 | 4100-022010-5415- | - |
| | | | | | 93.68 | 93.68 * | | |
| 9/12/2022 | 6/20/2022 | 004450 CINTAS CORPORAT | 4122915821 | | 33.34 | 33.34 | 4100-043020-3008- | - |
| 9/12/2022 | 6/27/2022 | 004450 CINTAS CORPORAT | 4123612584 | | 37.76 | 37.76 | 4100-043020-3008- | - |
| | | | | | 71.10 | 71.10 * | | |
| 9/12/2022 | 8/17/2022 | 003671 CLINCH VALLEY P | 55028 | | 2,339.77 | 2,339.77 | 4100-081040-3006- | - |
| | | | | | 2,339.77 | 2,339.77 * | | |
| 9/12/2022 | 8/23/2022 | 003076 COMBS ARCHIE | AUGUST 2022 | | 149.35 | 149.35 | 4100-011010-5501- | - |
| 9/12/2022 | 8/23/2022 | 003076 COMBS ARCHIE | AUGUST 2022 | | 203.06 | 203.06 | 4100-011010-5504- | - |
| | | | | | 352.41 | 352.41 * | | |
| 9/12/2022 | 7/28/2022 | 004452 CRYSTAL SPRINGS | 16981294 072822 | | 27.28 | 27.28 | 4100-021060-5401- | - |
| | | | | | 27.28 | 27.28 * | | |
| 9/12/2022 | 7/29/2022 | 000170 CUMBERLAND PLAT | 07292022 | | 1,800.00 | 1,800.00 | 4100-081090-5608- | - |
| | | | | | 1,800.00 | 1,800.00 * | | |
| 9/12/2022 | 8/16/2022 | 000171 CUMBERLAND PLAT | 257 | | 75,000.09 | 75,000.09 | 4100-042010-3002- | - |
| | | | | | 75,000.09 | 75,000.09 * | | |
| 9/12/2022 | 8/22/2022 | 004030 CUMMINS CROSSPO | R8-52614 | | 3,372.53 | 3,372.53 | 4100-032050-3005- | - |
| | | | | | 3,372.53 | 3,372.53 * | | |
| 9/12/2022 | 7/18/2022 | 000183 DELL MARKETING | 10600236657 | | 46.89 | 46.89 | 4100-031020-5409- | - |
| | | | | | 46.89 | 46.89 * | | |
| 9/12/2022 | 8/15/2022 | 001871 DELPH KELLY MCB | 08152022 | 10 | 275.00 | 275.00 | 4100-073010-5411- | - |
| | | | | | 275.00 | 275.00 * | | |
| 9/12/2022 | 7/26/2022 | 000184 DEMCO | 7158761 | 10 | 45.53 | 45.53 | 4100-073010-5414- | - |
| | | | | | 45.53 | 45.53 * | | |
| 9/12/2022 | 6/01/2022 | 000193 DISCOUNT TIRE C | 1338 | | 20.00 | 20.00 | 4100-034010-5408- | - |
| 9/12/2022 | 8/29/2022 | 000193 DISCOUNT TIRE C | 1712 | | 20.00 | 20.00 | 4100-034010-5408- | - |
| 9/12/2022 | 8/30/2022 | 000193 DISCOUNT TIRE C | 1727 2022 | | 72.00 | 72.00 | 4100-043020-5408- | - |
| | | | | | 112.00 | 112.00 * | | |
| 9/12/2022 | 8/04/2022 | 000198 DOMINION OFFICE | 141676 | | 91.98 | 91.98 | 4100-043020-5405- | - |
| 9/12/2022 | 8/04/2022 | 000198 DOMINION OFFICE | 142390.1 | | 89.98 | 89.98 | 4100-043020-5405- | - |
| 9/12/2022 | 8/04/2022 | 000198 DOMINION OFFICE | 142770 | | 131.97 | 131.97 | 4100-072010-5405- | - |
| 9/12/2022 | 7/19/2022 | 000198 DOMINION OFFICE | 145250 | | 55.98 | 55.98 | 4100-021010-5401- | - |
| 9/12/2022 | 7/26/2022 | 000198 DOMINION OFFICE | 145435 | | 132.00 | 132.00 | 4100-043020-5405- | - |
| 9/12/2022 | 7/26/2022 | 000198 DOMINION OFFICE | 145439 | | 211.00 | 211.00 | 4100-043020-5405- | - |
| 9/12/2022 | 7/26/2022 | 000198 DOMINION OFFICE | 145440 | | 105.50 | 105.50 | 4100-094010-8034- | - |
| 9/12/2022 | 7/26/2022 | 000198 DOMINION OFFICE | 145475 | | 74.10 | 74.10 | 4100-012010-5401- | - |
| 9/12/2022 | 8/02/2022 | 000198 DOMINION OFFICE | 145638 | | 39.92 | 39.92 | 4100-021060-5401- | - |
| 9/12/2022 | 8/03/2022 | 000198 DOMINION OFFICE | 145698 | | 74.99 | 74.99 | 4100-034010-5401- | - |
| 9/12/2022 | 8/04/2022 | 000198 DOMINION OFFICE | 145768 | | 159.00 | 159.00 | 4100-021060-5401- | - |
| 9/12/2022 | 8/09/2022 | 000198 DOMINION OFFICE | 145847 | | 4.79 | 4.79 | 4100-042400-5401- | - |
| 9/12/2022 | 8/17/2022 | 000198 DOMINION OFFICE | 145850 | | 20.98 | 20.98 | 4100-021060-5401- | - |
| 9/12/2022 | 8/09/2022 | 000198 DOMINION OFFICE | 145851 | | 79.99 | 79.99 | 4100-021010-5401- | - |
| 9/12/2022 | 8/12/2022 | 000198 DOMINION OFFICE | 145957 | | 61.00 | 61.00 | 4100-012010-5401- | - |
| 9/12/2022 | 8/16/2022 | 000198 DOMINION OFFICE | 146046 | | 132.00 | 132.00 | 4100-043020-5405- | - |
| 9/12/2022 | 8/16/2022 | 000198 DOMINION OFFICE | 146054 | | 10.81 | 10.81 | 4100-012130-5401- | - |
| 9/12/2022 | 8/17/2022 | 000198 DOMINION OFFICE | 146157 | | 85.53 | 85.53 | 4100-032050-5401- | - |
| 9/12/2022 | 8/19/2022 | 000198 DOMINION OFFICE | 146211 | | 105.50 | 105.50 | 4100-042400-5413- | - |
| 9/12/2022 | 8/02/2022 | 000198 DOMINION OFFICE | 145639 | 10 | 6.87 | 6.87 | 4100-073010-5401- | - |
| 9/12/2022 | 7/12/2022 | 000198 DOMINION OFFICE | 145054 | | 23.98 | 23.98 | 4100-012090-5401- | - |
| 9/12/2022 | 8/24/2022 | 000198 DOMINION OFFICE | 145922 | | 19.03 | 19.03 | 4100-022020-5401- | - |

| DUE DATE | INV. DATE | VENDOR | INVOICE | CLASS | GROSS AMT. | NET AMOUNT | G/L ACCOUNT | P.O.# |
|-----------|-----------|--------|-----------------------------|-------|------------|--------------|-------------------|-------|
| 9/12/2022 | 8/16/2022 | 000198 | DOMINION OFFICE 146053 | | 61.99 | 61.99 | 4100-013010-5401- | - |
| 9/12/2022 | 8/18/2022 | 000198 | DOMINION OFFICE 146173 | | 80.55 | 80.55 | 4100-012090-5401- | - |
| 9/12/2022 | 8/26/2022 | 000198 | DOMINION OFFICE 146380 | | 125.67 | 125.67 | 4100-012130-5401- | - |
| 9/12/2022 | 8/26/2022 | 000198 | DOMINION OFFICE 146410 | | 45.99 | 45.99 | 4100-071040-5607- | - |
| 9/12/2022 | 8/30/2022 | 000198 | DOMINION OFFICE 146488 | | 3.24 | 3.24 | 4100-034010-5401- | - |
| 9/12/2022 | 9/01/2022 | 000198 | DOMINION OFFICE 146616 | | 211.00 | 211.00 | 4100-043020-5405- | - |
| | | | | | 2,245.34 | 2,245.34 * | | |
| 9/12/2022 | 9/05/2022 | 004666 | ENTERPRISE FLEE 09052022 | | 607.69 | 607.69 | 4100-012010-5408- | - |
| | | | | | 607.69 | 607.69 * | | |
| 9/12/2022 | 8/15/2022 | 001445 | FISHER AUTO PAR 403-376259 | | 13.09 | 13.09 | 4100-042400-5408- | - |
| | | | | | 13.09 | 13.09 * | | |
| 9/12/2022 | 8/21/2022 | 004831 | FOUNDATION SYST 2523-AUGUST | | 2,160.00 | 2,160.00 | 4100-094010-8029- | - |
| | | | | | 2,160.00 | 2,160.00 * | | |
| 9/12/2022 | 8/22/2022 | 001862 | GREAT AMERICA L 32267444 | | 289.54 | 289.54 | 4100-012090-5401- | - |
| | | | | | 289.54 | 289.54 * | | |
| 9/12/2022 | 8/26/2022 | 003859 | HESS DONNA AUGUST 26 2022 | | 112.00 | 112.00 | 4100-013010-3002- | - |
| | | | | | 112.00 | 112.00 * | | |
| 9/12/2022 | 9/01/2022 | 004664 | HOME TOWN HARDW 31008 | | 7.99 | 7.99 | 4100-094010-8034- | - |
| | | | | | 7.99 | 7.99 * | | |
| 9/12/2022 | 7/26/2022 | 002335 | HONAKER HIGH SC 3001 | | 500.00 | 500.00 | 4100-081040-3008- | - |
| | | | | | 500.00 | 500.00 * | | |
| 9/12/2022 | 8/16/2022 | 000308 | HONAKER TIRE SE 300214 | | 805.50 | 805.50 | 4100-042400-5408- | - |
| 9/12/2022 | 8/17/2022 | 000308 | HONAKER TIRE SE 300220 | | 823.00 | 823.00 | 4100-042400-5408- | - |
| 9/12/2022 | 8/15/2022 | 000308 | HONAKER TIRE SE 300202 | | 1,040.00 | 1,040.00 | 4100-042400-5408- | - |
| | | | | | 2,668.50 | 2,668.50 * | | |
| 9/12/2022 | 7/28/2022 | 003866 | INNOVATIVE TECH 3366 | | 37.50 | 37.50 | 4100-031020-3005- | - |
| 9/12/2022 | 7/21/2022 | 003866 | INNOVATIVE TECH 3352 | | 37.50 | 37.50 | 4100-032050-3005- | - |
| 9/12/2022 | 7/21/2022 | 003866 | INNOVATIVE TECH 3352 | | 101.00 | 101.00 | 4100-032050-3005- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3403 | | 75.00 | 75.00 | 4100-012300-3002- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3405 | | 225.00 | 225.00 | 4100-012300-3002- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3406 | | 37.50 | 37.50 | 4100-071040-5605- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3407 | | 975.00 | 975.00 | 4100-012300-3002- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3409 | | 75.00 | 75.00 | 4100-072010-3009- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3411 | | 37.50 | 37.50 | 4100-012300-3002- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3413 | | 525.00 | 525.00 | 4100-012300-3002- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3417 | | 150.00 | 150.00 | 4100-042400-5413- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3418 | | 132.50 | 132.50 | 4100-081040-3007- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3419 | | 180.00 | 180.00 | 4100-022020-5401- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3404 | | 5,911.25 | 5,911.25 | 4100-012300-3002- | - |
| 9/12/2022 | 8/26/2022 | 003866 | INNOVATIVE TECH 3404 | | 262.50 | 262.50 | 4100-071040-5602- | - |
| | | | | | 8,762.25 | 8,762.25 * | | |
| 9/12/2022 | 7/22/2022 | 000327 | INTOXIMETERS IN 712413 | | 2,800.00 | 2,800.00 | 4100-094010-8021- | - |
| | | | | | 2,800.00 | 2,800.00 * | | |
| 9/12/2022 | 8/31/2022 | 000331 | J A STREET & AS 15 | | 370,690.00 | 370,690.00 | 4100-094010-8029- | - |
| | | | | | 370,690.00 | 370,690.00 * | | |
| 9/12/2022 | 8/23/2022 | 004815 | JACKIES SCREENP 12452 | | 71.08 | 71.08 | 4100-043020-3008- | - |
| 9/12/2022 | 8/23/2022 | 004815 | JACKIES SCREENP 12453 | | 147.16 | 147.16 | 4100-043020-3008- | - |
| | | | | | 218.24 | 218.24 * | | |
| 9/12/2022 | 7/27/2022 | 003587 | JOHN DEERE FINA 07272022 | 1 | 400.25 | 400.25 | 4100-031020-5408- | - |
| 9/12/2022 | 8/02/2022 | 003587 | JOHN DEERE FINA 1204038 | | 136.48 | 136.48 | 4100-043020-5407- | - |
| 9/12/2022 | 8/02/2022 | 003587 | JOHN DEERE FINA 1204094 | | 63.98 | 63.98 | 4100-043020-5407- | - |
| 9/12/2022 | 8/09/2022 | 003587 | JOHN DEERE FINA 1204924 | | 14.99 | 14.99 | 4100-022010-5415- | - |
| 9/12/2022 | 8/16/2022 | 003587 | JOHN DEERE FINA 1205455 | | 284.76 | 284.76 | 4100-022010-5415- | - |
| 9/12/2022 | 8/16/2022 | 003587 | JOHN DEERE FINA 1205472 | | 12.00 | 12.00 | 4100-022010-5415- | - |
| | | | | | 912.46 | 912.46 * | | |

| DUE DATE | INV. DATE | VENDOR | INVOICE | CLASS | GROSS AMT. | NET AMOUNT | G/L ACCOUNT | P.O.# |
|-----------|------------|------------------------|-------------|-------|------------|------------|-------------------|-------|
| 9/12/2022 | 11/01/2021 | 000337 JOHNSON PEST CO | 4833 | | 458.00 | 458.00 | 4100-043020-3004- | - |
| 9/12/2022 | 12/01/2021 | 000337 JOHNSON PEST CO | 4838 | | 458.00 | 458.00 | 4100-043020-3004- | - |
| | | | | | 916.00 | | | * |
| 9/12/2022 | 8/26/2022 | 004962 JONES MASONRY | 100 | | 2,000.00 | 2,000.00 | 4100-094010-7061- | - |
| | | | | | 2,000.00 | | | * |
| 9/12/2022 | 8/18/2022 | 002565 JUNIOR LIBRARY | 622117 | 10 | 1,905.02 | 1,905.02 | 4100-073010-5411- | - |
| | | | | | 1,905.02 | | | * |
| 9/12/2022 | 7/12/2022 | 000353 KEGLEY SERVICE | 39660 | | 250.00 | | 4100-032050-5408- | - |
| 9/12/2022 | 7/15/2022 | 000353 KEGLEY SERVICE | 39673 | | 74.60 | 74.60 | 4100-022010-5415- | - |
| 9/12/2022 | 8/03/2022 | 000353 KEGLEY SERVICE | 39698 | | 50.00 | 50.00 | 4100-022010-5415- | - |
| 9/12/2022 | 8/17/2022 | 000353 KEGLEY SERVICE | 38744 | | 80.00 | 80.00 | 4100-031020-5408- | - |
| 9/12/2022 | 8/26/2022 | 000353 KEGLEY SERVICE | 39719 | | 8.00 | 8.00 | 4100-032050-5408- | - |
| | | | | | 462.60 | | | * |
| 9/12/2022 | 8/01/2022 | 000359 KWIK KAFE | 3510:686184 | | 40.00 | 40.00 | 4100-012010-5401- | - |
| 9/12/2022 | 8/29/2022 | 000359 KWIK KAFE | 3510:688326 | | 40.00 | 40.00 | 4100-012010-5401- | - |
| | | | | | 80.00 | | | * |
| 9/12/2022 | 8/26/2022 | 003842 L & G EXHAUST | 08262022 | | 90.00 | 90.00 | 4100-043020-5408- | - |
| | | | | | 90.00 | | | * |
| 9/12/2022 | 8/23/2022 | 004546 LEAF | 13635101 | 10 | 95.52 | 95.52 | 4100-073010-3002- | - |
| | | | | | 95.52 | | | * |
| 9/12/2022 | 7/05/2022 | 000367 LEBANON BLOCK & | 07052022 | 1 | 4,123.93 | 4,123.93 | 4100-031020-5409- | - |
| 9/12/2022 | 8/01/2022 | 000367 LEBANON BLOCK & | 491902 | | 5.69 | 5.69 | 4100-043020-5407- | - |
| 9/12/2022 | 8/01/2022 | 000367 LEBANON BLOCK & | 491932 | | 20.00 | 20.00 | 4100-042400-5413- | - |
| 9/12/2022 | 8/01/2022 | 000367 LEBANON BLOCK & | 491961 | | 275.00 | 275.00 | 4100-094010-7061- | - |
| 9/12/2022 | 8/01/2022 | 000367 LEBANON BLOCK & | 492024 | | 192.50 | 192.50 | 4100-094010-7061- | - |
| 9/12/2022 | 8/02/2022 | 000367 LEBANON BLOCK & | 492079 | | 25.98 | 25.98 | 4100-094010-8032- | - |
| 9/12/2022 | 8/03/2022 | 000367 LEBANON BLOCK & | 492295 | | 202.56 | 202.56 | 4100-094010-8032- | - |
| 9/12/2022 | 8/03/2022 | 000367 LEBANON BLOCK & | 492323 | | 149.00 | 149.00 | 4100-022010-5415- | - |
| 9/12/2022 | 8/03/2022 | 000367 LEBANON BLOCK & | 492396 | | 66.75 | 66.75 | 4100-094010-7061- | - |
| 9/12/2022 | 8/03/2022 | 000367 LEBANON BLOCK & | 492406 | | 14.23 | 14.23 | 4100-094010-7061- | - |
| 9/12/2022 | 8/03/2022 | 000367 LEBANON BLOCK & | 492408 | | 25.85 | 25.85 | 4100-094010-7061- | - |
| 9/12/2022 | 8/05/2022 | 000367 LEBANON BLOCK & | 492735 | | 145.35 | 145.35 | 4100-071040-5605- | - |
| 9/12/2022 | 8/09/2022 | 000367 LEBANON BLOCK & | 493126 | | 45.78 | 45.78 | 4100-042400-5408- | - |
| 9/12/2022 | 8/09/2022 | 000367 LEBANON BLOCK & | 493159 | | 748.79 | 748.79 | 4100-094010-8032- | - |
| 9/12/2022 | 8/10/2022 | 000367 LEBANON BLOCK & | 493298 | | 287.59 | 287.59 | 4100-094010-8032- | - |
| 9/12/2022 | 8/10/2022 | 000367 LEBANON BLOCK & | 493311 | | 41.40 | 41.40 | 4100-094010-7061- | - |
| 9/12/2022 | 8/10/2022 | 000367 LEBANON BLOCK & | 493410 | | 1,306.95 | 1,306.95 | 4100-094010-7061- | - |
| 9/12/2022 | 8/10/2022 | 000367 LEBANON BLOCK & | 493411 | | 13.95 | 13.95 | 4100-094010-8032- | - |
| 9/12/2022 | 8/11/2022 | 000367 LEBANON BLOCK & | 493547 | | 9.40 | 9.40 | 4100-042400-5408- | - |
| 9/12/2022 | 8/12/2022 | 000367 LEBANON BLOCK & | 493617 | | 4.65 | 4.65 | 4100-043020-5407- | - |
| 9/12/2022 | 8/12/2022 | 000367 LEBANON BLOCK & | 493618 | | 20.80 | 20.80 | 4100-043020-5407- | - |
| 9/12/2022 | 8/12/2022 | 000367 LEBANON BLOCK & | 493642Q | | 74.45 | 74.45 | 4100-094010-8026- | - |
| 9/12/2022 | 8/12/2022 | 000367 LEBANON BLOCK & | 493650 | | 775.00 | 775.00 | 4100-094010-7061- | - |
| 9/12/2022 | 8/15/2022 | 000367 LEBANON BLOCK & | 493948 | | 82.34 | 82.34 | 4100-071040-5605- | - |
| 9/12/2022 | 8/16/2022 | 000367 LEBANON BLOCK & | 494083 | | 14.10 | 14.10 | 4100-071040-5605- | - |
| 9/12/2022 | 8/16/2022 | 000367 LEBANON BLOCK & | 494084 | | 15.30 | 15.30 | 4100-094010-7061- | - |
| 9/12/2022 | 8/16/2022 | 000367 LEBANON BLOCK & | 494095 | | 522.78 | 522.78 | 4100-094010-8032- | - |
| 9/12/2022 | 8/16/2022 | 000367 LEBANON BLOCK & | 494185 | | 9.79 | 9.79 | 4100-022010-5415- | - |
| 9/12/2022 | 8/17/2022 | 000367 LEBANON BLOCK & | 494324 | | 13.70 | 13.70 | 4100-043020-5407- | - |
| 9/12/2022 | 8/17/2022 | 000367 LEBANON BLOCK & | 494382 | | 83.88 | 83.88 | 4100-094010-7056- | - |
| 9/12/2022 | 8/17/2022 | 000367 LEBANON BLOCK & | 494473 | | 4.98 | 4.98 | 4100-094010-7061- | - |
| 9/12/2022 | 8/19/2022 | 000367 LEBANON BLOCK & | 494713 | | 150.16 | 150.16 | 4100-094010-8034- | - |
| 9/12/2022 | 8/19/2022 | 000367 LEBANON BLOCK & | 494733 | | 7.96 | 7.96 | 4100-042400-5413- | - |
| 9/12/2022 | 8/19/2022 | 000367 LEBANON BLOCK & | 494827 | | 17.70 | 17.70 | 4100-043020-5407- | - |
| 9/12/2022 | 8/22/2022 | 000367 LEBANON BLOCK & | 494973 | | 2.25 | 2.25 | 4100-094010-7061- | - |

| DUE DATE | INV. DATE | VENDOR | INVOICE | CLASS | GROSS AMT. | NET AMOUNT | G/L ACCOUNT | P.O.# |
|-----------|-----------|------------------------|-----------------|-------|------------|-------------|-------------------|-------|
| 9/12/2022 | 8/22/2022 | 000367 LEBANON BLOCK & | 495044 | | 5.39 | 5.39 | 4100-094010-7061- | - |
| 9/12/2022 | 8/23/2022 | 000367 LEBANON BLOCK & | 495130 | | 27.20 | 27.20 | 4100-094010-7061- | - |
| 9/12/2022 | 8/23/2022 | 000367 LEBANON BLOCK & | 495197 | | 4.15 | 4.15 | 4100-043020-5407- | - |
| 9/12/2022 | 8/24/2022 | 000367 LEBANON BLOCK & | 495297 | | 16.60 | 16.60 | 4100-094010-7061- | - |
| 9/12/2022 | 8/24/2022 | 000367 LEBANON BLOCK & | 495400 | | 34.47 | 34.47 | 4100-094010-7061- | - |
| 9/12/2022 | 8/24/2022 | 000367 LEBANON BLOCK & | 495430 | | 26.29 | 26.29 | 4100-094010-8032- | - |
| 9/12/2022 | 8/25/2022 | 000367 LEBANON BLOCK & | 495472 | | 110.80 | 110.80 | 4100-094010-8034- | - |
| 9/12/2022 | 8/26/2022 | 000367 LEBANON BLOCK & | 495717 | | 730.92 | 730.92 | 4100-094010-8034- | - |
| 9/12/2022 | 8/26/2022 | 000367 LEBANON BLOCK & | 495723 | | 20.10 | 20.10 | 4100-094010-8034- | - |
| 9/12/2022 | 8/26/2022 | 000367 LEBANON BLOCK & | 495754 | | 18.80 | 18.80 | 4100-094010-8032- | - |
| 9/12/2022 | 8/30/2022 | 000367 LEBANON BLOCK & | 496092 | | 36.90 | 36.90 | 4100-094010-7061- | - |
| 9/12/2022 | 8/30/2022 | 000367 LEBANON BLOCK & | 496120 | | 386.22 | 386.22 | 4100-094010-8034- | - |
| 9/12/2022 | 8/30/2022 | 000367 LEBANON BLOCK & | 496165 | | 34.09 | 34.09 | 4100-094010-7061- | - |
| 9/12/2022 | 8/30/2022 | 000367 LEBANON BLOCK & | 496214 | | 195.55- | 195.55- | 4100-094010-7061- | - |
| 9/12/2022 | 8/31/2022 | 000367 LEBANON BLOCK & | 496254 | | 258.83 | 258.83 | 4100-094010-8032- | - |
| 9/12/2022 | 8/31/2022 | 000367 LEBANON BLOCK & | 496392 | | 29.94- | 29.94- | 4100-094010-8032- | - |
| 9/12/2022 | 8/31/2022 | 000367 LEBANON BLOCK & | 496394 | | 39.98 | 39.98 | 4100-094010-8032- | - |
| 9/12/2022 | 7/29/2022 | 004961 LIBRARY OF VIRG | 1039510 | 10 | 11,025.79 | 11,025.79 * | 4100-073010-3002- | - |
| | | | | | 204.02 | 204.02 * | | - |
| | | | | | 204.02 | 204.02 * | | - |
| 9/12/2022 | 8/23/2022 | 004883 LOONEY ALYSSA L | AUGUST 2022 | | 133.40 | 133.40 | 4100-011010-5501- | - |
| 9/12/2022 | 8/23/2022 | 004883 LOONEY ALYSSA L | AUGUST 2022 | | 209.12 | 209.12 | 4100-011010-5504- | - |
| | | | | | 342.52 | 342.52 * | | - |
| 9/12/2022 | 8/17/2022 | 000393 LOWES | 7760726 | | 977.74 | 977.74 | 4100-031020-5409- | - |
| 9/12/2022 | 8/23/2022 | 000393 LOWES | 8277852 | | 667.47 | 667.47 | 4100-031020-5409- | - |
| 9/12/2022 | 8/10/2022 | 000393 LOWES | 9181081 | | 80.11 | 80.11 | 4100-031020-5409- | - |
| 9/12/2022 | 8/15/2022 | 000393 LOWES | 9571253 | | 71.17 | 71.17 | 4100-031020-5409- | - |
| 9/12/2022 | 8/17/2022 | 000393 LOWES | 907130-JLLOGI | | 565.25 | 565.25 | 4100-031020-5401- | - |
| 9/12/2022 | 8/17/2022 | 000393 LOWES | 907130-JLLOGI | | 412.49 | 412.49 | 4100-094010-7061- | - |
| 9/12/2022 | 8/22/2022 | 000393 LOWES | 908716-JMDJAY | | 467.24 | 467.24 | 4100-072010-5407- | - |
| 9/12/2022 | 8/23/2022 | 000393 LOWES | 908716-JMILKR | | 667.47 | 667.47 | 4100-094010-7061- | - |
| 9/12/2022 | 8/21/2022 | 000393 LOWES | 909524-JLZPHG | | 47.97 | 47.97 | 4100-094010-7061- | - |
| 9/12/2022 | 8/15/2022 | 000393 LOWES | 909628-JLBCAG | | 71.17 | 71.17 | 4100-094010-7061- | - |
| 9/12/2022 | 8/10/2022 | 000393 LOWES | 909933-JKJPAD | | 80.11 | 80.11 | 4100-094010-7061- | - |
| | | | | | 4,108.19 | 4,108.19 * | | - |
| 9/12/2022 | 6/15/2022 | 000413 MCCLURE CONCRET | 042196 | | 892.50 | 892.50 | 4100-094010-8029- | - |
| | | | | | 892.50 | 892.50 * | | - |
| 9/12/2022 | 9/01/2022 | 003387 MOBILE COMMUNIC | SOFTWARESUPPORT | | 5,746.59 | 5,746.59 | 4100-032050-3005- | - |
| 9/12/2022 | 7/12/2022 | 003387 MOBILE COMMUNIC | 364000331-1 | | 420.00 | 420.00 | 4100-031020-7003- | - |
| 9/12/2022 | 7/12/2022 | 003387 MOBILE COMMUNIC | 364000333-1 | | 100.00 | 100.00 | 4100-031020-7003- | - |
| 9/12/2022 | 7/22/2022 | 003387 MOBILE COMMUNIC | 364000339-2 | | 2,125.00 | 2,125.00 | 4100-031020-7003- | - |
| 9/12/2022 | 8/17/2022 | 003387 MOBILE COMMUNIC | 364000344-1 | | 110.00 | 110.00 | 4100-031020-7003- | - |
| 9/12/2022 | 7/01/2022 | 003387 MOBILE COMMUNIC | 80087727 | | 790.00 | 790.00 | 4100-031020-7003- | - |
| 9/12/2022 | 8/01/2022 | 003387 MOBILE COMMUNIC | 80089770 | | 790.00 | 790.00 | 4100-031020-7003- | - |
| 9/12/2022 | 8/30/2022 | 003387 MOBILE COMMUNIC | 352000436-1 | | 405.00 | 405.00 | 4100-032050-3005- | - |
| 9/12/2022 | 9/01/2022 | 003387 MOBILE COMMUNIC | 80091874 | | 695.00 | 695.00 | 4100-031020-7003- | - |
| | | | | | 11,181.59 | 11,181.59 * | | - |
| 9/12/2022 | 8/23/2022 | 003474 MONK HARRY J | AUGUST 2023 | | 146.25 | 146.25 | 4100-011010-5501- | - |
| 9/12/2022 | 8/23/2022 | 003474 MONK HARRY J | AUGUST 2023 | | 203.28 | 203.28 | 4100-011010-5504- | - |
| | | | | | 349.53 | 349.53 * | | - |
| 9/12/2022 | 7/01/2022 | 003399 MOODY SPRINKLER | 78964 | | 435.50 | 435.50 | 4100-043020-3009- | - |
| | | | | | 435.50 | 435.50 * | | - |
| 9/12/2022 | 8/18/2022 | 004271 MOTOROLA SOLUTI | 8281443097 | | 382.50 | 382.50 | 4100-031020-7003- | - |
| | | | | | 382.50 | 382.50 * | | - |
| 9/12/2022 | 7/05/2022 | 002304 MUMPOWER SIGN S | 304134 | | 1,139.34 | 1,139.34 | 4100-031020-5408- | - |
| | | | | | 1,139.34 | 1,139.34 * | | - |

| DUE DATE | INV. DATE | VENDOR | INVOICE | CLASS | GROSS AMT. | NET AMOUNT | G/L ACCOUNT | P.O.# |
|-----------|-----------|------------------------|-----------------|-------|------------|------------|-------------------|-------|
| 9/12/2022 | 8/10/2022 | 004511 NATIONAL TEST S | 62641 | | 110.60 | 110.60 | 4100-022010-5415- | - |
| | | | | | 110.60 | 110.60 | * | |
| 9/12/2022 | 8/04/2022 | 003123 O'REILLY AUTO P | 1943-469546 | | 166.98 | 166.98 | 4100-022010-5415- | - |
| 9/12/2022 | 8/18/2022 | 003123 O'REILLY AUTO P | 1943-471299 | | 21.99 | 21.99 | 4100-043020-5407- | - |
| 9/12/2022 | 8/15/2022 | 003123 O'REILLY AUTO P | 470928 | | 19.78 | 19.78 | 4100-022010-5415- | - |
| | | | | | 208.75 | 208.75 | * | |
| 9/12/2022 | 9/16/2022 | 000904 OLD DOMINION PO | 09162022 | | 30.36 | 30.36 | 4100-043020-5101- | - |
| | | | | | 30.36 | 30.36 | * | |
| 9/12/2022 | 8/01/2022 | 003041 OVERDRIVE INC | H-0087874 | 10 | 430.00 | 430.00 | 4100-073010-5411- | - |
| | | | | | 430.00 | 430.00 | * | |
| 9/12/2022 | 7/31/2022 | 002876 POWERS JESS | 08012022 | | 70.80 | 70.80 | 4100-035050-5413- | - |
| | | | | | 70.80 | 70.80 | * | |
| 9/12/2022 | 9/05/2022 | 000540 REGION 1 VBCOA | 09052022 | | 20.00 | 20.00 | 4100-034010-5801- | - |
| | | | | | 20.00 | 20.00 | * | |
| 9/12/2022 | 8/12/2022 | 002812 RICOH USA, INC | 36916771 | | 184.90 | 184.90 | 4100-022010-5401- | - |
| 9/12/2022 | 8/12/2022 | 002812 RICOH USA, INC | 36916782 | | 84.03 | 84.03 | 4100-035010-5401- | - |
| 9/12/2022 | 8/12/2022 | 002812 RICOH USA, INC | 36916953 | | 100.56 | 100.56 | 4100-031020-3005- | - |
| 9/12/2022 | 8/12/2022 | 002812 RICOH USA, INC | 36917199 | | 96.97 | 96.97 | 4100-034010-5401- | - |
| 9/12/2022 | 8/12/2022 | 002812 RICOH USA, INC | 36917338 | | 253.60 | 253.60 | 4100-012010-3005- | - |
| 9/12/2022 | 8/12/2022 | 002812 RICOH USA, INC | 36917460 | | 44.83 | 44.83 | 4100-022010-5415- | - |
| 9/12/2022 | 8/12/2022 | 002812 RICOH USA, INC | 36917539 | | 158.59 | 158.59 | 4100-032050-3005- | - |
| 9/12/2022 | 8/12/2022 | 002812 RICOH USA, INC | 36917631 | | 166.90 | 166.90 | 4100-022010-5401- | - |
| 9/12/2022 | 8/12/2022 | 002812 RICOH USA, INC | 36918098 | | 116.15 | 116.15 | 4100-032050-3005- | - |
| 9/12/2022 | 8/12/2022 | 002812 RICOH USA, INC | 36918106 | | 67.02 | 67.02 | 4100-021020-3005- | - |
| 9/12/2022 | 8/12/2022 | 002812 RICOH USA, INC | 36918285 | | 109.39 | 109.39 | 4100-021020-3005- | - |
| | | | | | 1,382.94 | 1,382.94 | * | |
| 9/12/2022 | 8/23/2022 | 000663 RUSSELL COUNTY | AUG-22 | 1 | 23,220.00 | 23,220.00 | 4100-095010-9130- | - |
| 9/12/2022 | 8/23/2022 | 000663 RUSSELL COUNTY | AUG22 WWTP | 2 | 2,291.23 | 2,291.23 | 4100-082010-8025- | - |
| | | | | | 25,511.23 | 25,511.23 | * | |
| 9/12/2022 | 7/18/2022 | 000580 RUSSELL OIL COM | 1995-16 | | 30.16 | 30.16 | 4100-071040-5602- | - |
| | | | | | 30.16 | 30.16 | * | |
| 9/12/2022 | 6/30/2022 | 003554 S.E.P.T.I.C. IN | 53637 | | 59.20 | 59.20 | 4100-094010-7056- | - |
| 9/12/2022 | 7/31/2022 | 003554 S.E.P.T.I.C. IN | 53645 | | 55.80 | 55.80 | 4100-094010-7056- | - |
| | | | | | 115.00 | 115.00 | * | |
| 9/12/2022 | 8/23/2022 | 000594 SAM'S CLUB/GECR | 6138 | | 19.50 | 19.50 | 4100-031020-5409- | - |
| | | | | | 19.50 | 19.50 | * | |
| 9/12/2022 | 8/23/2022 | 004017 SCOTT HERBERT W | AUGUST 2022 | | 178.43 | 178.43 | 4100-011010-5501- | - |
| 9/12/2022 | 8/23/2022 | 004017 SCOTT HERBERT W | AUGUST 2022 | | 203.06 | 203.06 | 4100-011010-5504- | - |
| | | | | | 381.49 | 381.49 | * | |
| 9/12/2022 | 8/22/2022 | 003380 SHENTEL | 08222022 | | 14.72 | 14.72 | 4100-012010-5413- | - |
| | | | | | 14.72 | 14.72 | * | |
| 9/12/2022 | 8/23/2022 | 004429 SHORTER DIANA | AUGUST 2022 | | 443.43 | 443.43 | 4100-011010-5501- | - |
| 9/12/2022 | 8/23/2022 | 004429 SHORTER DIANA | AUGUST 2022 | | 350.71 | 350.71 | 4100-011010-5504- | - |
| 9/12/2022 | 8/24/2022 | 004429 SHORTER DIANA | AUGUST 2022 #2 | | 140.40 | 140.40 | 4100-011010-5501- | - |
| 9/12/2022 | 8/24/2022 | 004429 SHORTER DIANA | AUGUST 2022 #2 | | 183.06 | 183.06 | 4100-011010-5504- | - |
| 9/12/2022 | 7/31/2022 | 004429 SHORTER DIANA | JULY & AUGUST22 | | 187.20 | 187.20 | 4100-011010-5501- | - |
| 9/12/2022 | 7/31/2022 | 004429 SHORTER DIANA | JULY & AUGUST22 | | 530.57 | 530.57 | 4100-011010-5504- | - |
| | | | | | 1,835.37 | 1,835.37 | * | |
| 9/12/2022 | 8/31/2022 | 004710 SKANSKA USA BUI | 220802-27 | | 24,341.00 | 24,341.00 | 4100-094010-8029- | - |
| | | | | | 24,341.00 | 24,341.00 | * | |
| 9/12/2022 | 8/31/2022 | 004920 SOUTHERN REBAR | 93750 | | 4,326.81 | 4,326.81 | 4100-094010-8029- | - |
| | | | | | 4,326.81 | 4,326.81 | * | |
| 9/12/2022 | 8/18/2022 | 002562 STERICYCLE INC | 8002177779 | | 92.51 | 92.51 | 4100-021060-5401- | - |
| 9/12/2022 | 8/18/2022 | 002562 STERICYCLE INC | 8002177779 | | 31.41 | 31.41 | 4100-012010-5401- | - |
| 9/12/2022 | 8/18/2022 | 002562 STERICYCLE INC | 8002177779 | | 31.41 | 31.41 | 4100-012090-5401- | - |

| DUE DATE | INV. DATE | VENDOR | INVOICE | CLASS | GROSS AMT. | NET AMOUNT | G/L ACCOUNT | P.O.# |
|-----------|-----------|------------------------|-----------------|-------|------------|-------------|-------------------|-------|
| 9/12/2022 | 8/18/2022 | 002562 STERICYCLE INC | 8002177779 | | 31.42 | 31.42 | 4100-012130-5401- | - |
| | | | | | 186.75 | 186.75 * | | |
| 9/12/2022 | 8/23/2022 | 004963 STINSON JOSH | 08232022 MEAL | | 50.37 | 50.37 | 4100-011010-5504- | - |
| | | | | | 50.37 | 50.37 * | | |
| 9/12/2022 | 8/31/2022 | 003144 SUMMIT BUSINESS | 2022275 | | 78.75 | 78.75 | 4100-012300-7002- | - |
| | | | | | 78.75 | 78.75 * | | |
| 9/12/2022 | 8/12/2022 | 004931 THE AWNING & SI | 2112 | | 4,806.00 | 4,806.00 | 4100-094010-7056- | - |
| | | | | | 4,806.00 | 4,806.00 * | | |
| 9/12/2022 | 6/30/2022 | 000366 THE LEBANON NEW | 06302022 TREAS | | 152.80 | 152.80 | 4100-012130-3007- | - |
| | | | | | 152.80 | 152.80 * | | |
| 9/12/2022 | 3/04/2022 | 002952 THOMAS BODY SHO | 304221 | | 2,266.60 | 2,266.60 | 4100-099000-5000- | - |
| 9/12/2022 | 3/04/2022 | 002952 THOMAS BODY SHO | 304221 | | 500.00 | 500.00 | 4100-031020-5408- | - |
| | | | | | 2,766.60 | 2,766.60 * | | |
| 9/12/2022 | 7/26/2022 | 000977 TOP LINE ADVERT | 8094 | | 80.00 | 80.00 | 4100-031020-5410- | - |
| 9/12/2022 | 7/26/2022 | 000977 TOP LINE ADVERT | 8095 | | 160.00 | 160.00 | 4100-031020-5410- | - |
| 9/12/2022 | 8/19/2022 | 000977 TOP LINE ADVERT | 8103 | | 80.00 | 80.00 | 4100-031020-5410- | - |
| | | | | | 320.00 | 320.00 * | | |
| 9/12/2022 | 7/20/2022 | 000680 TOWN OF HONAKER | 07202022 | | 38.39 | 38.39 | 4100-071040-5103- | - |
| 9/12/2022 | 8/19/2022 | 000680 TOWN OF HONAKER | 08192022 | | 187.72 | 187.72 | 4100-043020-5103- | - |
| | | | | | 226.11 | 226.11 * | | |
| 9/12/2022 | 8/16/2022 | 000376 TOWN OF LEBANON | JULY16-AUG15 22 | | 2,550.00 | 2,550.00 | 4100-042010-3140- | - |
| | | | | | 2,550.00 | 2,550.00 * | | |
| 9/12/2022 | 7/20/2022 | 002133 TREASURER OF VI | 07202022 | | 20.00 | 20.00 | 4100-035030-3001- | - |
| 9/12/2022 | 7/28/2022 | 002133 TREASURER OF VI | 07282022 | | 20.00 | 20.00 | 4100-035030-3001- | - |
| 9/12/2022 | 8/26/2022 | 002133 TREASURER OF VI | 08262022 | | 20.00 | 20.00 | 4100-035030-3001- | - |
| | | | | | 60.00 | 60.00 * | | |
| 9/12/2022 | 7/20/2022 | 000700 TRI CITY BUSINE | AR28227 | 10 | 293.36 | 293.36 | 4100-073010-3002- | - |
| | | | | | 293.36 | 293.36 * | | |
| 9/12/2022 | 8/15/2022 | 004964 TRIGON STEEL CO | 1 | | 67,496.00 | 67,496.00 | 4100-094010-8029- | - |
| | | | | | 67,496.00 | 67,496.00 * | | |
| 9/12/2022 | 8/23/2022 | 003965 UNIFIRST CORPOR | 1730023796 | | 15.27 | 15.27 | 4100-043020-3008- | - |
| 9/12/2022 | 8/23/2022 | 003965 UNIFIRST CORPOR | 1730023894 | | 29.28 | 29.28 | 4100-043020-3008- | - |
| 9/12/2022 | 5/31/2022 | 003965 UNIFIRST CORPOR | 1730010950 | | 44.74 | 44.74 | 4100-043020-3008- | - |
| 9/12/2022 | 6/07/2022 | 003965 UNIFIRST CORPOR | 1730012204 | | 97.06 | 97.06 | 4100-043020-3008- | - |
| 9/12/2022 | 6/14/2022 | 003965 UNIFIRST CORPOR | 1730013271 | | 25.62 | 25.62 | 4100-043020-3008- | - |
| 9/12/2022 | 6/21/2022 | 003965 UNIFIRST CORPOR | 1730014323 | | 81.72 | 81.72 | 4100-043020-3008- | - |
| 9/12/2022 | 6/28/2022 | 003965 UNIFIRST CORPOR | 1730015344 | | 25.91 | 25.91 | 4100-043020-3008- | - |
| 9/12/2022 | 7/05/2022 | 003965 UNIFIRST CORPOR | 1730016343 | | 120.71 | 120.71 | 4100-043020-3008- | - |
| 9/12/2022 | 7/12/2022 | 003965 UNIFIRST CORPOR | 1730017462 | | 20.78 | 20.78 | 4100-043020-3008- | - |
| 9/12/2022 | 7/19/2022 | 003965 UNIFIRST CORPOR | 1730018529 | | 20.78 | 20.78 | 4100-043020-3008- | - |
| 9/12/2022 | 7/26/2022 | 003965 UNIFIRST CORPOR | 1730019581 | | 20.78 | 20.78 | 4100-043020-3008- | - |
| 9/12/2022 | 8/02/2022 | 003965 UNIFIRST CORPOR | 1730020659 | | 99.26 | 99.26 | 4100-043020-3008- | - |
| 9/12/2022 | 8/09/2022 | 003965 UNIFIRST CORPOR | 1730021736 | | 20.78 | 20.78 | 4100-043020-3008- | - |
| 9/12/2022 | 8/16/2022 | 003965 UNIFIRST CORPOR | 1730022823 | | 20.78 | 20.78 | 4100-043020-3008- | - |
| 9/12/2022 | 8/23/2022 | 003965 UNIFIRST CORPOR | 1730023893 | | 20.78 | 20.78 | 4100-043020-3008- | - |
| 9/12/2022 | 8/30/2022 | 003965 UNIFIRST CORPOR | 1730024979 | | 99.26 | 99.26 | 4100-043020-3008- | - |
| 9/12/2022 | 8/30/2022 | 003965 UNIFIRST CORPOR | 1730024981 | | 29.28 | 29.28 | 4100-043020-3008- | - |
| 9/12/2022 | 8/30/2022 | 003965 UNIFIRST CORPOR | 1730024983 | | 46.86 | 46.86 | 4100-043020-3008- | - |
| | | | | | 839.65 | 839.65 * | | |
| 9/12/2022 | 8/22/2022 | 003115 VIRGINIA ELECTR | 3083464-IN | | 88.49 | 88.49 | 4100-043020-5101- | - |
| | | | | | 88.49 | 88.49 * | | |
| 9/12/2022 | 8/19/2022 | 004278 WELLS FARGO VEN | 106449516 | | 171.40 | 171.40 | 4100-012010-3005- | - |
| 9/12/2022 | 8/25/2022 | 004278 WELLS FARGO VEN | 106459609 | | 158.05 | 158.05 | 4100-012010-3005- | - |
| | | | | | 329.45 | 329.45 * | | |
| 9/12/2022 | 8/31/2022 | 003847 WEX BANK | 63479517 | | 4,788.90 | 4,788.90 | 4100-043020-5408- | - |

| <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> |
|-----------------|------------------|------------------------------|----------------|--------------|-------------------|-------------------|--------------------|--------------|
| 9/12/2022 | 8/31/2022 | 003847 WEX BANK | 63479517 | | 8,674.87 | 8,674.87 | 4100-099000-5000- | - - |
| 9/12/2022 | 8/31/2022 | 003847 WEX BANK | 63479517 | | 2,249.04 | 2,249.04 | 4100-031020-5408- | - - |
| 9/12/2022 | 8/31/2022 | 003847 WEX BANK | 63479517 | | 14.91- | 14.91- | 4100-099000-5000- | - - |
| | | | | | 15,697.90 | 15,697.90 | | |
| 9/12/2022 | 8/23/2022 | 004837 WEX ENTERPRISE | 83136323 | | 18,577.12 | 18,577.12 | 4100-031020-5408- | - - |
| | | | | | 18,577.12 | 18,577.12 | | |
| | | TOTAL FOR DUE DATE 9/12/2022 | | | 740,491.69 | 740,491.69 | | |
| | | TOTAL DUE FOR FUND- 4100 | | | 740,491.69 | 740,491.69 | | |

| <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> |
|-----------------|------------------|---------------|------------------------------|--------------|-------------------|-------------------|--------------------|--------------|
| 9/12/2022 | 7/13/2022 | 003387 | MOBILE COMMUNIC 8281415705 | | 5,708.67 | 5,708.67 | 4211-031020-5407- | - - |
| | | | TOTAL FOR DUE DATE 9/12/2022 | | 5,708.67 | 5,708.67 * | | |
| | | | TOTAL DUE FOR FUND- 4211 | | 5,708.67 | 5,708.67 | | |

| <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> |
|-----------------|------------------|---------------------|----------------|--------------|-------------------|-------------------|--------------------|--------------|
| 9/12/2022 | 6/30/2022 | 002349 LEXISNEXIS | 32156510 | | 540.23 | 540.23 | 4713-021080-6012- | - - |
| 9/12/2022 | 7/06/2022 | 002349 LEXISNEXIS | 32229364 | | 89.35 | 89.35 | 4713-021080-6012- | - - |
| | | | | | 629.58 | 629.58 * | | |
| | | TOTAL FOR DUE DATE | 9/12/2022 | | 629.58 | 629.58 | | |
| | | TOTAL DUE FOR FUND- | 4713 | | 629.58 | 629.58 | | |

| <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> |
|-----------------|------------------|---------------|------------------------------|--------------|-------------------|-------------------|--------------------|--------------|
| 9/12/2022 | 8/05/2022 | 000367 | LEBANON BLOCK & 492617 | | 85.08 | 85.08 | 4839-083990-5407- | - - |
| 9/12/2022 | 8/10/2022 | 000367 | LEBANON BLOCK & 493323 | | 12.88 | 12.88 | 4839-083990-5407- | - - |
| | | | | | 97.96 | 97.96 * | | |
| 9/12/2022 | 7/20/2022 | 000680 | TOWN OF HONAKER 07202022- | | 147.07 | 147.07 | 4839-083990-5103- | - - |
| | | | | | 147.07 | 147.07 * | | |
| 9/12/2022 | 8/22/2022 | 000082 | VERIZON 08222022 | | 64.61 | 64.61 | 4839-083990-5203- | - - |
| | | | | | 64.61 | 64.61 * | | |
| | | | TOTAL FOR DUE DATE 9/12/2022 | | 309.64 | 309.64 | | |
| | | | TOTAL DUE FOR FUND- 4839 | | 309.64 | 309.64 | | |
| | | | NON-DIRECT DEPOSIT | | 747,139.58 | 747,139.58 | | |
| | | | DIRECT DEPOSIT | | .00 | .00 | | |
| | | | E-Payable Total | | .00 | .00 | | |
| | | | FINAL DUE | | 747,139.58 | 747,139.58 | | |
| | | | | | | .00 | | |



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item: A-3
Presenter: Chairperson

Meeting: 9/12/22 6:00 PM

Board Appointments

1. Committee Appointments for Board Consideration

Tourism Advisory Committee

District 4 (Vacant) 2 Year-Term August 1, 2022

Russell County Public Service Authority (PSA)

Vacant 4 Year-Term August 1, 2022

Russell County Public Library

Karen Davis 4 Year-Term September 20, 2022
Sharon Sargent 4 Year-Term September 20, 2022
Sharon VanDyke 4 Year-Term September 20, 2022

Upper Tennessee River Roundtable

Nathaniel Rasnake (Moved) 2 Year-Term December 31, 2022

Board Appointments

| Name | District | Term | Term Ending |
|--|----------|-------------|--------------------|
| <u>Russell County Library Board</u> | | | |
| Karen Davis | 5 | Three Years | September 20, 2022 |
| Sharon Sargent | 2 | Three Years | September 20, 2022 |
| Sharon VanDyke | 4 | Three Years | September 20, 2022 |
| <u>Upper Tennessee River Rountable</u> | | | |
| Nathaniel Rasnake (moved) | | Two Years | December 31, 2022 |
| <u>Name</u> | | | |
| <u>District</u> | | | |
| <u>Term</u> | | | |
| <u>Term Ending</u> | | | |
| <u>Industrial Development Authority</u> | | | |
| Ernie McFaddin | 5 | Four Years | October 1, 2022 |
| <u>Cumberland Plateau Economic Development Commission</u> | | | |
| Frank Horton | 5 | One Year | October 12, 2022 |
| Tony Lambert | 6 | One Year | October 12, 2022 |
| Ron Blankenship | 3 | One Year | October 12, 2022 |
| James Eaton | 6 | One Year | October 12, 2022 |
| <u>Russell County Library Board</u> | | | |
| Sherry Lyttle | 1 | Three Years | October 7, 2022 |
| <u>Name</u> | | | |
| <u>District</u> | | | |
| <u>Term</u> | | | |
| <u>Term Ending</u> | | | |
| <u>People Inc. Board of Directors</u> | | | |
| Vicki Porter | 1 | Five Years | November 6, 2022 |
| <u>Community Policy Management Team</u> | | | |
| Jeffrey Brintle | | Three Years | November 7, 2022 |

| Name | District | Term | Term Ending |
|---|----------|-------------|-------------------|
| Cumberland Mt. Community Service Board | | | |
| Eric Brown | 4 | Three Years | December 31, 2022 |
| Drill Community Center | | | |
| Charlene Blankenship | 4 | Two Years | December 31, 2022 |
| Rachel Helton | 4 | Two Years | December 31, 2022 |
| Doug Lester | 4 | Two Years | December 31, 2022 |
| Harold Dean Thomas | 4 | Two Years | December 31, 2022 |
| Betty Sue Hess | 4 | Two Years | December 31, 2022 |
| Upper Roundtree River Roundtable | | | |
| Nathaniel Rasnake | 1 | Two Years | December 31, 2022 |
| Heart of Appalachia | | | |
| Maddie Gordon | 2 | Two Years | December 31, 2022 |
| | | | |
| | | | |

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 |

Are you currently a member of a Russell County Board or Committee? Yes

If YES, please name: RCIDA & RCPSA

Have you previously served as a member of a Russell County Board or Committee? Yes

If YES, please name: RCPSA & RCIDA

Email not displaying correctly? [View it in your browser.](#)

Reply all Delete Junk Block ...

Fw: Online Form Submittal: Board and Committee Application

VR vicki.porter russellcountyva.us
To: loretta.vance russellcountyva.us

Like Reply Reply All Forward ...

Tue 7/19/2022 9:04 AM

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, July 18, 2022 5:46 PM
To: vicki.porter russellcountyva.us <vicki.porter@russellcountyva.us>; loretta.vance russellcountyva.us <loretta.vance@russellcountyva.us>
Subject: Online Form Submittal: Board and Committee Application

Board and Committee Application

| | |
|--|--|
| Name | Sharon Sargent |
| Email Address | ssargent48@msn.com |
| Mailing Address: | Box 1018 Saint Paul VA 24283 |
| E-911 Address: | 16938 West Hills Drive Castlewood VA 24224 |
| Phone Number | 2767625272 |
| Fax Number | <i>Field not completed.</i> |
| Board/Committee on Which You Wish to Serve | Library Board |
| Other Interests | <i>Field not completed.</i> |
| Education | <i>Field not completed.</i> |
| Job Experience | <i>Field not completed.</i> |
| Are you currently a registered voter? | Yes |
| What voting district do you reside in? | North Castlewood |
| Civic or Service Organization Experience | <i>Field not completed.</i> |
| Are you currently a member of a Russell County Board or Committee? | Yes |



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

COMMITTEE APPLICATION

Print Form

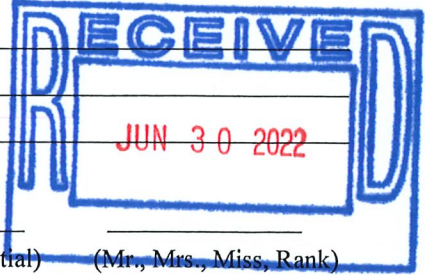
Submit by Email

OFFICE USE ONLY:

Date Received: June 30, 2022

Letter Sent: _____

Currently Serving On : _____



NAME: Davis Karen
(Last) (First)

B
(Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 1546 East Main St.
Lebanon, VA 24266

kdavis15@hotmail.com
(Email Address)

TELEPHONE NUMBERS: 276-623-7132 _____
(Home) (Business) (FAX)

PROFESSION/VOCATION: Retired Educator

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

OTHER INTERESTS: _____

EDUCATION: B.A. UVA @ Wise M.Ed. VPI + SU

JOB EXPERIENCE: Russell Co. School Board - teacher - 1977 - 2010
Tazewell Co. School Board " 1974 - 1976

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Russell Co. Library Board - 3 yrs
I am currently vice chairman of the board.

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

Board and Committee Application

| | |
|--|---|
| Name | Sharon VanDyke |
| Email Address | Svandyke@carishealthcare.com |
| Mailing Address: | 535 Coxtown Rd |
| E-911 Address: | Honaker VA. 24260 |
| Phone Number | 2765960270 |
| Fax Number | <i>Field not completed.</i> |
| Board/Committee on Which You Wish to Serve | County Library Board of Trustees |
| Other Interests | <i>Field not completed.</i> |
| Education | Human Services at Southwest Va Community College |
| Job Experience | 28 years marketing health care services |
| Are you currently a registered voter? | Yes |
| What voting district do you reside in? | 4 |
| Civic or Service Organization Experience | Va Workforce Development, Russell Co Chamber of Commerce Lions Club Project Search United Way Cabinet |
| Are you currently a member of a Russell County Board or Committee? | Yes |
| If YES, please name: | Russell County Library Board of Trustees |
| Have you previously served as a member of a Russell County Board or Committee? | Yes |

Upper Tennessee
River Roundtable

P.O. Box 2359

Abingdon, VA 24212

Phone: (276) 628-1600

Fax: (276) 623-1185

August 1, 2022

Russell County Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

To the Russell County Board of Supervisors:

The Upper Tennessee River Roundtable is a non-profit organization with an overall interest in improving water quality in Southwest Virginia, representing a total of seven counties and two cities. Our major rivers include the Clinch, Holston, and Powell. The Mission of the Upper Tennessee River Roundtable is to achieve clean water throughout the watershed with the involvement of the community in planning, education, coordination, attracting resources, and serving as an advocate for our healthy watersheds.

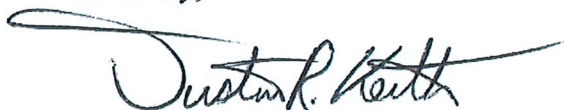
The Roundtable formed in 2004 and has grown into a tremendous network of partnerships among state and federal agencies, local governments, stakeholder groups, businesses & industries, non-profit organizations, volunteers, and many others. Over the years, millions of dollars of grant funding and private contributions, along with countless volunteer service hours, have been leveraged to complete hundreds of restoration, conservation, education, and clean-up projects in Southwest Virginia's rivers and streams; several of these projects took place in Russell County. The Roundtable's Board of Directors serve to forward the priorities and direction provided by the Roundtable and manage the projects and operations of the organization.

The Roundtable's Bylaws dictate which stakeholder groups will have representation on the Board. For local governments, each County Board of Supervisors may appoint one representative to the Board of Directors. Directors serve a two-year term without compensation. The Board of Supervisors appointed Mr. Nathaniel Rasnake to the Russell County seat last spring, but he has relocated out of Russell County to Tennessee for work. So, we are writing to you today to request that you fill this seat at your earliest convenience. We would like to recommend that you appoint Ms. Jeannie O'Dell of 51 Sutherland Drive, Cleveland, VA, for the Russell County seat.

Ms. O'Dell is a Russell County resident with strong family ties to the county and who is passionate about water quality and volunteer service. Jeannie is a retired official from the US Department of the Interior and had a career as a federal mine inspector. Her experience and knowledge of water quality standards and environmental conservation would be a great asset to the Roundtable and Russell County. She is already very familiar with the Roundtable and its work and is ready to represent Russell County. She resides at 51 Sutherland Drive, Cleveland, VA.

Please contact us if you have any questions about the Roundtable or our recommendation of Ms. O'Dell. Thank you for your time.

Sincerely,



Dustin R. Keith
Chair
Upper Tennessee River Roundtable
dkeith8367@gmail.com
(276) 202-9277



Carol W. Doss, EdD, MA
Executive Director
Upper Tennessee River Roundtable
uppertnriver@yahoo.com
(276) 628-1600

P.S. We would be remiss if we did not also mention how vital the local funding we receive from County Boards of Supervisors is to our organization and work in Southwest Virginia. We would relish an opportunity to discuss our completed, ongoing, and planned projects in Russell County with you, the costs savings that these projects have passed on to the County and taxpayers, and how a contribution from the Board this year would be used to continue the Roundtable's important work.

cc: Lou Wallace, Chair, District 2 Supervisor
Oris Christian, Vice Chair, At-Large Supervisor
Tim Lovelace, Vice Chairman, District 1 Supervisor
Carl Rhea, District 3 Supervisor
David Eaton, District 4 Supervisor
Steve Breeding, District 5 Supervisor
Rebecca Dye, District 6 Supervisor
Lonzo Lester, Clerk



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenters - Attorney

Meeting: 9/12/22 6:00 PM

County Attorney Reports

1. **Russell County Board of Supervisor's "Pro-Life Resolution"B-1**
2. **RC Personnel Policy – Insurance Retirement Program.....B-2**
3. **RC Landfill Consultant Contract.....B-3**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Motion Required.

ATTACHMENTS:

- Various

RESOLUTION OF THE BOARD OF SUPERVISORS, RUSSELL COUNTY OF VIRGINIA DECLARING RUSSELL COUNTY TO BE A PRO-LIFE COUNTY

WHEREAS, the United States Supreme Court recently overturned their decisions in *Roe v. Wade* and *Planned Parenthood v. Casey* which had previously held that the United States’ Constitution conferred a right to an abortion; and

WHEREAS, the United States Supreme Court held in *Dobbs v. Jackson Women’s Health Org.* the right to an abortion was not a constitutional right and that the authority to regulate abortions was a matter for “the people and their elected representatives;” and

WHEREAS, the Fifth and Fourteenth Amendments to the United States Constitution provide for the protection of human life; and

WHEREAS, the Board of Supervisors of Russell County, Virginia expresses their desire for Russell County to be a pro-life county.

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors of Russell County, Virginia declares that Russell County is a pro-life county and pledges to support this resolution by all means within its power.

BE IT FURTHER RESOLVED, that the Board of Supervisors of Russell County, Virginia hereby declares that it has no interest in the recruitment, facilitation, or support of any companies or providers whose business activities serve to initiate, support or expand abortion services and the Board shall oppose the establishment of any such facilities to the extent of their power as allowed by state and federal law.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of Russell County, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on September 12, 2022, by the Board of Supervisors with the following votes:

| <u>Voting District:</u> | <u>Supervisor:</u> | <u>Aye</u> | <u>Nay:</u> | <u>Abstain:</u> |
|-------------------------|--------------------|------------|-------------|-----------------|
| 1 | Tim Lovelace | _____ | _____ | _____ |
| 2 | Lou Ann Wallace | _____ | _____ | _____ |
| 3 | Carl Rhea | _____ | _____ | _____ |
| 4 | David Eaton | _____ | _____ | _____ |
| 5 | Steven Breeding | _____ | _____ | _____ |
| 6 | Rebecca Dye | _____ | _____ | _____ |
| At Large | Oris Christian | _____ | _____ | _____ |

Signed this ____ day of September, 2022

By: _____
Clerk, Board of Supervisors of
Russell County, Virginia

Va. Code Ann. § 18.2-71

Current through Chapter 2 of the 2022 Special Session I

Code of Virginia 1950 > Title 18.2. Crimes and Offenses Generally. (Chs. 1 — 13) > Chapter 4. Crimes Against the Person. (Arts. 1 — 9) > Article 9. Abortion. (§§ 18.2-71 — 18.2-76.2)

§ 18.2-71. Producing abortion or miscarriage, etc.; penalty.

Except as provided in other sections of this article, if any person administer to, or cause to be taken by a woman, any drug or other thing, or use means, with intent to destroy her unborn child, or to produce abortion or miscarriage, and thereby destroy such child, or produce such abortion or miscarriage, he shall be guilty of a Class 4 felony.

History

Code 1950, § 18.1-62; 1960, c. 358; 1970, c. 508; 1975, cc. 14, 15.

Code of Virginia 1950
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End of Document

[Va. Code Ann. § 18.2-71.1](#)

Current through Chapter 2 of the 2022 Special Session I

Code of Virginia 1950 > Title 18.2. Crimes and Offenses Generally. (Chs. 1 — 13) > Chapter 4. Crimes Against the Person. (Arts. 1 — 9) > Article 9. Abortion. (§§ 18.2-71 — 18.2-76.2)

§ 18.2-71.1. Partial birth infanticide; penalty.

A. Any person who knowingly performs partial birth infanticide and thereby kills a human infant is guilty of a Class 4 felony.

B. For the purposes of this section, “partial birth infanticide” means any deliberate act that (i) is intended to kill a human infant who has been born alive, but who has not been completely extracted or expelled from its mother, and that (ii) does kill such infant, regardless of whether death occurs before or after extraction or expulsion from its mother has been completed.

The term “partial birth infanticide” shall not under any circumstances be construed to include any of the following procedures: (i) the suction curettage abortion procedure, (ii) the suction aspiration abortion procedure, (iii) the dilation and evacuation abortion procedure involving dismemberment of the fetus prior to removal from the body of the mother, or (iv) completing delivery of a living human infant and severing the umbilical cord of any infant who has been completely delivered.

C. For the purposes of this section, “human infant who has been born alive” means a product of human conception that has been completely or substantially expelled or extracted from its mother, regardless of the duration of pregnancy, which after such expulsion or extraction breathes or shows any other evidence of life such as beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles, whether or not the umbilical cord has been cut or the placenta is attached.

D. For purposes of this section, “substantially expelled or extracted from its mother” means, in the case of a headfirst presentation, the infant’s entire head is outside the body of the mother, or, in the case of breech presentation, any part of the infant’s trunk past the navel is outside the body of the mother.

E. This section shall not prohibit the use by a physician of any procedure that, in reasonable medical judgment, is necessary to prevent the death of the mother, so long as the physician takes every medically reasonable step, consistent with such procedure, to preserve the life and health of the infant. A procedure shall not be deemed necessary to prevent the death of the mother if completing the delivery of the living infant would prevent the death of the mother.

F. The mother may not be prosecuted for any criminal offense based on the performance of any act or procedure by a physician in violation of this section.

History

[2003, cc. 961, 963.](#)

[Va. Code Ann. § 18.2-72](#)

Current through Chapter 2 of the 2022 Special Session I

Code of Virginia 1950 > Title 18.2. Crimes and Offenses Generally. (Chs. 1 — 13) > Chapter 4. Crimes Against the Person. (Arts. 1 — 9) > Article 9. Abortion. (§§ 18.2-71 — 18.2-76.2)

§ 18.2-72. When abortion lawful during first trimester of pregnancy.

Notwithstanding any of the provisions of [§ 18.2-71](#), it shall be lawful for (i) any physician licensed by the Board of Medicine to practice medicine and surgery or (ii) any person jointly licensed by the Boards of Medicine and Nursing as a nurse practitioner and acting within such person's scope of practice to terminate or attempt to terminate a human pregnancy or aid or assist in the termination of a human pregnancy by performing an abortion or causing a miscarriage on any woman during the first trimester of pregnancy.

History

1975, cc. 14, 15; [2020, cc. 898, 899](#).

Code of Virginia 1950
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[Va. Code Ann. § 18.2-73](#)

Current through Chapter 2 of the 2022 Special Session I

Code of Virginia 1950 > Title 18.2. Crimes and Offenses Generally. (Chs. 1 — 13) > Chapter 4. Crimes Against the Person. (Arts. 1 — 9) > Article 9. Abortion. (§§ 18.2-71 — 18.2-76.2)

§ 18.2-73. When abortion lawful during second trimester of pregnancy.

Notwithstanding any of the provisions of [§ 18.2-71](#) and in addition to the provisions of § 18.2-72, it shall be lawful for any physician licensed by the Board of Medicine to practice medicine and surgery, to terminate or attempt to terminate a human pregnancy or aid or assist in the termination of a human pregnancy by performing an abortion or causing a miscarriage on any woman during the second trimester of pregnancy and prior to the third trimester of pregnancy provided such procedure is performed in a hospital licensed by the State Department of Health or operated by the Department of Behavioral Health and Developmental Services.

History

1975, cc. 14, 15; [2009, cc. 813, 840](#).

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[Va. Code Ann. § 18.2-74.1](#)

Current through Chapter 2 of the 2022 Special Session I

Code of Virginia 1950 > Title 18.2. Crimes and Offenses Generally. (Chs. 1 — 13) > Chapter 4. Crimes Against the Person. (Arts. 1 — 9) > Article 9. Abortion. (§§ 18.2-71 — 18.2-76.2)

§ 18.2-74.1. Abortion, etc., when necessary to save life of woman.

In the event it is necessary for a licensed physician to terminate a human pregnancy or assist in the termination of a human pregnancy by performing an abortion or causing a miscarriage on any woman in order to save her life, in the opinion of the physician so performing the abortion or causing the miscarriage, [§§ 18.2-71](#), [18.2-73](#) and [18.2-74](#) shall not be applicable.

History

Code 1950, § 18.1-62.3; 1970, c. 508; 1975, cc. 14, 15.

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[Va. Code Ann. § 18.2-74](#)

Current through Chapter 2 of the 2022 Special Session I

Code of Virginia 1950 > Title 18.2. Crimes and Offenses Generally. (Chs. 1 — 13) > Chapter 4. Crimes Against the Person. (Arts. 1 — 9) > Article 9. Abortion. (§§ 18.2-71 — 18.2-76.2)

§ 18.2-74. When abortion or termination of pregnancy lawful after second trimester of pregnancy.

Notwithstanding any of the provisions of [§ 18.2-71](#) and in addition to the provisions of §§ 18.2-72 and [18.2-73](#), it shall be lawful for any physician licensed by the Board of Medicine to practice medicine and surgery to terminate or attempt to terminate a human pregnancy or aid or assist in the termination of a human pregnancy by performing an abortion or causing a miscarriage on any woman in a stage of pregnancy subsequent to the second trimester provided the following conditions are met:

- (a) Said operation is performed in a hospital licensed by the Virginia State Department of Health or operated by the Department of Behavioral Health and Developmental Services.
- (b) The physician and two consulting physicians certify and so enter in the hospital record of the woman, that in their medical opinion, based upon their best clinical judgment, the continuation of the pregnancy is likely to result in the death of the woman or substantially and irremediably impair the mental or physical health of the woman.
- (c) Measures for life support for the product of such abortion or miscarriage must be available and utilized if there is any clearly visible evidence of viability.

History

1975, cc. 14, 15; [2009, cc. 813, 840](#).

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[Va. Code Ann. § 18.2-75](#)

Current through Chapter 2 of the 2022 Special Session I

Code of Virginia 1950 > Title 18.2. Crimes and Offenses Generally. (Chs. 1 — 13) > Chapter 4. Crimes Against the Person. (Arts. 1 — 9) > Article 9. Abortion. (§§ 18.2-71 — 18.2-76.2)

§ 18.2-75. Conscience clause.

Nothing in §§ 18.2-72, [18.2-73](#) or [§ 18.2-74](#) shall require a hospital or other medical facility or physician to admit any patient under the provisions hereof for the purpose of performing an abortion. In addition, any person who shall state in writing an objection to any abortion or all abortions on personal, ethical, moral or religious grounds shall not be required to participate in procedures which will result in such abortion, and the refusal of such person, hospital or other medical facility to participate therein shall not form the basis of any claim for damages on account of such refusal or for any disciplinary or recriminatory action against such person, nor shall any such person be denied employment because of such objection or refusal. The written objection shall remain in effect until such person shall revoke it in writing or terminate his association with the facility with which it is filed.

History

Code 1950, § 18.1-63.1; 1974, c. 679; 1975, cc. 14, 15.

Code of Virginia 1950
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End of Document

Va. Code Ann. § 18.2-76

Current through Chapter 2 of the 2022 Special Session I

Code of Virginia 1950 > Title 18.2. Crimes and Offenses Generally. (Chs. 1 — 13) > Chapter 4. Crimes Against the Person. (Arts. 1 — 9) > Article 9. Abortion. (§§ 18.2-71 — 18.2-76.2)

§ 18.2-76. Informed written consent required.

Before performing any abortion or inducing any miscarriage or terminating a pregnancy as provided in § 18.2-72, [18.2-73](#), or [18.2-74](#), the physician or, if such abortion, induction, or termination is to be performed pursuant to § 18.2-72, either the physician or the nurse practitioner authorized pursuant to clause (ii) of § 18.2-72 to perform such abortion, induction, or termination shall obtain the informed written consent of the pregnant woman. However, if the woman has been adjudicated incapacitated by any court of competent jurisdiction or if the physician or, if the abortion, induction, or termination is to be performed pursuant to § 18.2-72, either the physician or the nurse practitioner authorized pursuant to clause (ii) of § 18.2-72 to perform such abortion, induction, or termination knows or has good reason to believe that such woman is incapacitated as adjudicated by a court of competent jurisdiction, then only after permission is given in writing by a parent, guardian, committee, or other person standing in loco parentis to the woman, may the physician or, if the abortion, induction, or termination is to be performed pursuant to § 18.2-72, either the physician or the nurse practitioner authorized pursuant to clause (ii) of § 18.2-72 to perform such abortion, induction, or termination perform the abortion or otherwise terminate the pregnancy.

History

Code 1950, § 18.1-62.1; 1970, c. 508; 1972, c. 823; 1975, cc. 14, 15; 1979, c. 250; [1997, c. 801](#); [2001, cc. 473, 477](#); [2003, c. 784](#); [2012, c. 131](#); [2020, cc. 898, 899](#).

Code of Virginia 1950
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[Va. Code Ann. § 18.2-76.1](#)

Current through Chapter 2 of the 2022 Special Session I

Code of Virginia 1950 > Title 18.2. Crimes and Offenses Generally. (Chs. 1 — 13) > Chapter 4. Crimes Against the Person. (Arts. 1 — 9) > Article 9. Abortion. (§§ 18.2-71 — 18.2-76.2)

§ 18.2-76.1. Encouraging or promoting abortion.

If any person, by publication, lecture, advertisement, or by the sale or circulation of any publication, or through the use of a referral agency for profit, or in any other manner, encourage or promote the performing of an abortion or the inducing of a miscarriage in this Commonwealth which is prohibited under this article, he shall be guilty of a Class 3 misdemeanor.

History

Code 1950, § 18.1-63; 1960, c. 358; 1972, c. 725; 1975, cc. 14, 15.

Code of Virginia 1950
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End of Document

Russell County Board of Supervisors

INSURANCE RETIREMENT PROGRAM

The Russell County Board of Supervisors agrees to participate in the following hospitalization benefits for retirees:

Eligibility:

1. Employees who are members of the Virginia Retirement System and are eligible to retire.
2. The employee must be at least age 50, but must not have reached the age of Medicare Insurance eligibility.
3. The employee must have fifteen (15) years of service with the Russell County Board of Supervisors including the ten (10) years immediately preceding retirement.
4. An Insurance Retirement Program application must be received by the County Administrator within 90 days of an effective retirement date. Employees approved by the Virginia Retirement System to receive disability benefits at any time during the calendar year will be eligible for application to this program with an effective date to coincide with their retirement thru the Virginia Retirement System.
5. Elected Constitutional Officers and any employees whose salary is solely paid by grant funding are not eligible to participate in this program.
6. Elected Constitutional Officers are required to adopt, implement, and maintain the most current version of the sick leave and/or personal leave section(s) of the Personnel Policy duly adopted by the Russell County Board of Supervisors. Constitutional Officers are not required to adopt the entire personnel policy. Constitutional Officers must also require monthly time sheets to be submitted to them for employees to be eligible for participation in this program. Failure to abide by either of these requirements at any point will render any employee ineligible for participation in this program.

Benefits:

The retiree agrees to trade, without pay, a minimum of 25 days of **unused accumulated sick/personal leave balances** per calendar year at retirement date or a total of 175 days over a seven-year period, in exchange to pay a percentage of the health insurance premium up to seven years or until the retiree reaches the age of Medicare insurance eligibility, whichever comes first. The retiree will be allowed to trade **unused accumulated sick/personal leave** days for the days required as specified above. The percentage is based on total years of service as listed below:

15 years service...60% of insurance paid by the board
16-20 years service..... .65% of insurance paid by the board
21-24 years service.....70% of insurance paid by the board
25-29 years service.....80% of insurance paid by the board
30+ years service... 85% of insurance paid by the board

The Board will pay the percentage for a single healthcare plan policy for the retiree. Employee Plus One and Family coverage (retiree, spouse, and siblings or retiree and siblings) would require the retiree to pay the difference between the cost of a single plan and the cost of an employee plus one or a family healthcare plan. The hospitalization insurance must be through the group insurance plan purchased by the Russell County School Board for the regular employees and will be subject to all the rules and regulations governing this policy.

In the event the retiree becomes deceased during the contract period before all days are purchased, the spouse/dependent/estate administrator of the deceased retiree would receive the unused accumulated balances of sick/personal leave remaining. The reimbursement will be equal to the rate paid for unused sick/personal leave at the time of retirement.

Application Procedures

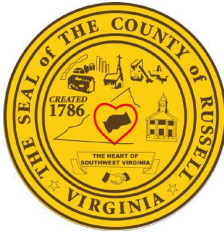
Employees who wish to participate in the Retirement Insurance Program (the "Program") should submit an application to the Russell County Administrator within 90 days prior to the anticipated date of retirement.

Revocability

Applicants for the program may withdraw their applications upon request. Failure to meet the yearly minimum purchase requirement could result in the revocation of insurance benefits.

Rescinding of Program

This policy is subject to appropriations by the Russell County Board of Supervisors. Intent to rescind the policy will be published at the regular monthly Board meetings preceding the Board Meeting at which a vote is to be taken. In the event, the plan is rescinded, participants already in the plan will continue to receive benefits.



PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS (RFQ)

Landfill Development Feasibility

Technical and Environmental Consulting Services

The County of Russell is currently seeking Landfill Feasibility Technical and Environmental Consulting Services with capabilities and experience in landfill development from a qualified and experienced firms/consultants to provide support for the Russell County's Landfill Feasibility Project. 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 landfill technical and environmental consulting services to assist the Board in determining the feasibility of a substantial landfill project.

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 feasibility of substantial landfill projects.
3. Relevant experience in providing similar consulting services.
4. Capability to meet landfill technical and environmental consulting services requirements.
5. Experience in landfill technical and environmental consulting services in the following environmental areas but not limited to:
 - Groundwater Monitoring
 - Wetlands
 - Water Quality
 - Gas Monitoring
 - Storm Water
 - Environmental Assessments
 - Ecological Studies
 - Hazardous Waste
 - Landfill Federal, State, and County Regulatory Compliance

Firms/consultants meeting the requirements of this RFQ are invited to submit their proposal. Request for Qualifications (RFQ) are available on the County's Website [Bid Postings • Russell County, VA • CivicEngage \(russellcountyva.us\)](https://www.russellcountyva.us) or email lonzo.lester@russellcountyva.us to request the RFQ.

Proposals are due no later than 3:00 p.m., Monday, June 6, 2022. Any proposals received after this deadline will be returned to the offeror unopened. The County reserves the right to reject any and all proposals.

Disadvantaged Business Enterprises (small or minority and/or women owned firms) are encouraged to submit proposals. MBE/WBE firms are encouraged to submit proposals.

The County is an equal opportunity/affirmative action employer and will not discriminate based on race, creed, color, national origin, age, or handicap.

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

Date

Mr. Lonzo Lester, County Administrator
Russell County Board of Supervisors
137 Highland Drive, Suite A
P.O. Box 1208
Lebanon, VA 24266

Re: Landfill Feasibility Study

Dear Mr. Lester:

The Contractor will provide a proposal for consulting services for the above referenced project for a fee based on time and expenses, not-to-exceed \$_____. The County and a developer and its engineer are considering developing a private landfill in the Carbo area of Russell County. Russell County will be reviewing and considering documentation provided by the developer and engineer.

Scope of Services

The Contractor will provide the following services associated with the Landfill Feasibility Study:

- Conduct a site visit/tour and meet with Owner/Developer/Engineer.
- Perform a technical review of a Part A permit application for a new landfill.
- Review/evaluate the following (to be provided by developer)
 - Initial Total Project Costs including Phase I landfill liner and fixed infrastructure including road, scales, leachate treatment system, gas handling system, landfill operational equipment, buildings for administration and maintenance, stormwater management system, water and sewer service, electrical service, establishment of longterm borrow area for cover, and related costs such as administration, legal, engineering, interest, contingency.
 - Projected future project costs for additional landfill liner expansions and other capital cost projects.
 - Operations budget including labor, maintenance/repairs, fuel, leachate disposal, gas management, groundwater/surface water/gas monitoring and testing, annual groundwater report, borrow area operation.
 - Funded depreciation schedule (sinking fund for equipment replacement, future capital construction, closure of landfill segments reaching final contour during operation, closure of landfill at end of landfill life, 30-year post closure period)

- Project proforma or financial forecast/outlook of the project once development construction is completed; required revenue; guaranteed waste streams, fee structure, terms, etc.
- Assess hostfee, compared to comparable localities with private landfills.
- Assess initial and projected solid waste disposal rates and any costs for out of state waste.

Project schedule

The Contractor will complete the proposed Landfill Feasibility Study for submittal to the Owner within ninety (90) days of the County and Contractor entering into a written agreement and issuing a notice-to-proceed.

Enclosure:

Schedule of Hourly Rates

...

...

...

...

Enclosure: Schedule of Hourly Rates

SCHEDULE OF HOURLY RATES

| INDIVIDUAL CLASSIFICATIONS | TYPICAL HOURLY RATES (Current Rates) |
|--|---|
| Officer-in-Charge | \$ _____ |
| Associate | \$ _____ |
| Senior Project Manager | \$ _____ |
| Project Manager | \$ _____ |
| Senior Engineer | \$ _____ |
| Project Engineer | \$ _____ |
| Design Engineer | \$ _____ |
| Senior Technician | \$ _____ |
| Technician | \$ _____ |
| Senior Architect | \$ _____ |
| Project Architect | \$ _____ |
| Intern Architect | \$ _____ |
| Senior Surveyor | \$ _____ |
| Surveyor | \$ _____ |
| Senior Survey Technician | \$ _____ |
| Survey Technician | \$ _____ |
| 3-Person Survey Party | \$ _____ |
| 2-Person Survey Party | \$ _____ |
| Senior Construction Contract Administrator | \$ _____ |
| Construction Contract Administrator | \$ _____ |
| Senior Construction Representative | \$ _____ |
| Construction Representative | \$ _____ |
| Specifications and Technical Composer | \$ _____ |
| Administrative Assistant | \$ _____ |
| Clerical | \$ _____ |



**THOMPSON
& LITTON** EST.
1956

ENGINEERS ARCHITECTS SURVEYORS

August 2, 2022

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

Re: Landfill Feasibility Study
T&L Project No. 716831

Dear Mr. Lester:

Thompson & Litton, Inc. (Thompson & Litton) is pleased to provide this proposal for consulting services for the above referenced project for a fee based on time and expenses, not-to-exceed \$35,000.00. Thompson & Litton understands that a developer and its engineer are developing a private landfill in the Carbo area of Russell County. Russell County will be reviewing and considering documentation provided by the developer and engineer.

Scope of Services

Thompson & Litton will provide the following services associated with the Landfill Feasibility Study:

- Conduct a site visit/tour and meet with Owner/Developer/Engineer.
- Perform a technical review of a Part A permit application for a new landfill.
- Review/evaluate the following (to be provided by developer)
 - Initial Total Project Costs including Phase I landfill liner and fixed infrastructure including road, scales, leachate treatment system, gas handling system, landfill operational equipment, buildings for administration and maintenance, stormwater management system, water and sewer service, electrical service, establishment of long term borrow area for cover, and related costs such as administration, legal, engineering, interest, contingency.
 - Projected future project costs for additional landfill liner expansions and other capital cost projects.
 - Operations budget including labor, maintenance/repairs, fuel, leachate disposal, gas management, groundwater/surface water/gas monitoring and testing, annual groundwater report, borrow area operation.
 - Funded depreciation schedule (sinking fund for equipment replacement, future capital construction, closure of landfill segments reaching final contour during operation, closure of landfill at end of landfill life, 30-year post closure period)



Mr. Lonzo Lester
Landfill Feasibility Study
August 2, 2022
Page 2

- Project proforma or financial forecast/outlook of the project once development construction is completed; required revenue; guaranteed waste streams, fee structure, terms, etc.
- Assess host fee, compared to comparable localities with private landfills.
- Assess initial and projected solid waste disposal rates and any costs for out of state waste.

Project schedule

Thompson & Litton will complete the proposed Landfill Feasibility Study for submittal to the Owner within ninety (90) days of the Owner entering into a written agreement and issuing a notice-to-proceed. Once this proposal is accepted, Thompson & Litton can prepare an agreement for Russell County's consideration and approval.

Thank you for allowing us to propose on this project. We look forward to working with you on this and future projects.

Should you have any questions, please feel free to give us a call.

Sincerely,

Rita H. Baker,
Project Manager

Enclosure: Schedule of Hourly Rates

EFFECTIVE: Through June 30, 2023

**THOMPSON & LITTON
SCHEDULE OF HOURLY RATES**

| INDIVIDUAL CLASSIFICATIONS | TYPICAL HOURLY RATES (Current Rates) |
|--|---|
| Officer-in-Charge | \$ 275.00 |
| Associate | \$ 210.00 |
| Senior Project Manager | \$ 190.00 |
| Project Manager | \$ 150.00 |
| Senior Engineer | \$ 180.00 |
| Project Engineer | \$ 143.00 |
| Design Engineer | \$ 108.00 |
| Senior Technician | \$ 100.00 |
| Technician | \$ 70.00 |
| Senior Architect | \$ 176.00 |
| Project Architect | \$ 125.00 |
| Intern Architect | \$ 88.00 |
| Senior Surveyor | \$ 165.00 |
| Surveyor | \$ 100.00 |
| Senior Survey Technician | \$ 74.00 |
| Survey Technician | \$ 65.00 |
| 3-Person Survey Party | \$ 215.00 |
| 2-Person Survey Party | \$ 150.00 |
| Senior Construction Contract Administrator | \$ 155.00 |
| Construction Contract Administrator | \$ 105.00 |
| Senior Construction Representative | \$ 103.00 |
| Construction Representative | \$ 75.00 |
| Specifications and Technical Composer | \$ 75.00 |
| Administrative Assistant | \$ 85.00 |
| Clerical | \$ 58.00 |

REIMBURSABLE EXPENSES

Consultants and subcontractors will be billed at Direct Cost times 1.20.

Transportation and out-of-town subsistence will be billed at Direct Cost times 1.15.

Mileage for use of personal or company vehicles – Effective IRS mileage rate.

Long distance telephone calls, facsimiles, printing or items not customarily provided by the Consultant shall be charged at Direct Cost times 1.15.

| | | |
|---------------|--|--------|
| REPRODUCTION: | A) 8 1/2 x 11 page, per copy (black/white)..... | \$0.20 |
| | B) 8 1/2 x 11 page, per copy (color)..... | \$0.60 |
| | C) 11 x 17 page, per copy (black/white) | \$0.50 |
| | D) 11 x 17 page, per copy (color)..... | \$0.85 |
| | E) Large Drawings, per square foot | \$0.65 |
| | F) Large Drawings, per square foot (color) | \$1.25 |

FINANCIAL: Invoices are payable within thirty days. Interest is, therefore, charged in the event of non-payment within sixty days. An interest rate 1% per month will be charged and applied to the unpaid balance monthly.



VIA EMAIL ONLY

August 19, 2022

Mr. Lonzo Lester
County Administrator
Russell County Board of Supervisors
137 Highland Drive, Suite A
PO Box 1208
Lebanon, Virginia 24266

RE: Proposal for Consulting Services
Landfill Feasibility Information Review
Carbo Area of Russell County, Virginia
Potesta Project No. 0103-22-0164

Dear Mr. Lester:

Potesta & Associates, Inc. (POTESTA) appreciates the opportunity to submit this proposal to review information provided by the developer/engineer of a solid waste disposal facility on a parcel of property in the Carbo area of Russell County. We understand that a private developer has informed the Russell County Board of Supervisors (County) that they are considering developing a private landfill in the Carbo area. The County is considering engaging POTESTA to evaluate the information, data and documentation provided by the developer and their engineer to help the County in determining the feasibility and advisability of a landfill on the property.

SCOPE OF SERVICES

POTESTA will perform the following services in our review.

Task 1 – Reconnaissance of the Site

We will meet with the owner/developer/engineer and perform a reconnaissance of the site. Our goal for the site visit is to understand the various facilities to be constructed, their approximate locations, the various phases of the development of the site, etc.

Task 2 – Technical Review of Solid Waste Disposal Facility

POTESTA will perform a technical review of the Solid Waste Disposal Facility Part A Application Form, DEQ Form SW PTA, prepared by the developer/engineer. We will issue a letter report summarizing our evaluation of the Part A application.

Task 3 – Evaluation of Detailed Design Documents

Assuming that no critical flows are identified during Tasks 1 and 2, we will evaluate more detailed information prepared by the developer and their engineer as it becomes available. Documents/information anticipated to be reviewed include:

- Initial total project costs including Phase I landfill liner and fixed infrastructure including road, scales, leachate treatment system, gas handling system, landfill operation equipment, buildings for administration and maintenance, stormwater management system, water and sewer service, electrical service, establishment of long-term borrow area for cover, and related costs such as administration, legal, engineering, interest, and contingency.
- Projected future project costs for additional landfill liner expansions and other capital cost projects.
- Operations budget including labor, maintenance/repairs, fuel, leachate disposal, gas management, groundwater/surface water/gas monitoring and testing, annual groundwater report, and borrow area operation.
- Funded depreciation schedule (sinking fund for equipment replacement, future capital construction, closure of landfill segments reaching final contour during operation, closure of landfill at end of landfill life, 30-year post-closure period).
- Project proforma or financial forecast/outlook of the project once development construction is completed; required revenue; guaranteed waste streams, fee structure, terms, etc.
- Assess host fee, compared to comparable localities with private landfills.
- Assess initial and projected solid waste disposal rates and any costs for out of state waste.
- Advise essential elements of Host Agreement should the County decide to proceed with development.

It is noted that the developer and their engineer are preparing and submitting these documents for POTE STA’s review on behalf of the County. POTE STA will provide a letter report(s) summarizing the results of our evaluation(s). POTE STA will also inform the County if there are other documents that we believe should be provided by the developer/engineer for review on the County’s behalf (the time and cost for review of these such other documents is not included in our schedule and cost below).

SCHEDULE AND COST

POTE STA will complete Tasks 1 and 2 within 45 days of receipt of the completed Part A application. We will complete our evaluation of the items to be provided in Task 3 within 30-45 days of the submittal date of each individual item by the developer/engineer.

POTE STA will perform the services described in Tasks 1 through 3 above (excluding such other documents described above in Task 3 that we may recommend be submitted to the County) on an hourly rate basis for an estimated not-to-exceed cost of \$45,000. Our services are rendered in

Mr. Lonzo Lester
August 19, 2022
Page 3

accordance with our standard terms and conditions which are considered a part of this proposal. Our standard hourly rate sheet is attached as well.

The estimated costs presented in this proposal for the associated scope of services are based upon the use of POTESTA's standard billing invoice format (example attached). There is no cost for this invoice format. Staff efforts to generate other invoice formats will be charged to the project budget at the billing rate of the individuals preparing such specialized invoices. The cost of such specialized invoices is in addition to the estimated project costs provided in this proposal and, therefore, constitutes a change in the scope of services presented herein. Please complete the invoice routing information below to include the name and address to whom the invoice should be sent and any individuals that should receive copies.

If there are other services that the County sees as important that we have not addressed here, just let me know and we will make any necessary adjustments to the proposal.

If this proposal is acceptable, please signed in the space provided below to serve as our approval to proceed with the project.

CLOSING

We look forward to the opportunity to serve you on this exciting project.

Sincerely,

POTESTA & ASSOCIATES, INC.



David Paylor
Vice President

DP/clr
Enclosures

| AUTHORIZATION (Signature Required to Proceed) | |
|---|-------|
| _____ | _____ |
| Signature | Date |

| POTESTA Invoice Routing Information (Client to Complete) | |
|---|--------|
| Name: | Title: |
| Mailing Address: | |
| Telephone: | Email: |
| Copies to: | |
| <input type="checkbox"/> Check here if invoice addressee/address is same as proposal. | |

Project No. 0103-22-0164



INVOICE



POTESTA & ASSOCIATES, INC. - Engineers and Environmental Consultants

7012 MacCorkle Avenue, S. E., Charleston, West Virginia 25304 - (304) 342-1400; FEIN 31-1509066

XYZ
123 MAIN STREET
ANY TOWN, USA 22222-1111

Invoice number 39278
Date 5/15/2012

Project: 0102-11-0523
XYZ - SITE TANK

Client ID: AAAA-1

AFE# 2012-0118F

PROJECT DESCRIPTION: Preparation of landslide stabilization design drawings, bid documents, conducting Pre-Bid meeting, etc.

Invoice for services rendered April 8, 2012 thru May 5, 2012

Labor

| <u>Employee Type</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-----------------------|--------------|-------------|---------------|
| Principal | 3.75 | 195.00 | 731.25 |
| Three-Man Survey Crew | 32.00 | 150.00 | 4,800.00 |
| Senior Engineer | 1.00 | 135.00 | 135.00 |
| | 32.00 | 130.00 | 4,160.00 |
| Staff Scientist | 2.75 | 90.00 | 247.50 |
| Professional Surveyor | 18.00 | 85.00 | 1,530.00 |
| Senior Cadd Designer | 3.00 | 85.00 | 255.00 |
| Engineer | 164.00 | 75.00 | 12,300.00 |
| Clerical Support | 2.50 | 70.00 | 175.00 |
| Scientist | 1.50 | 45.00 | 67.50 |
| Labor subtotal | 260.50 | | 24,401.25 |

Reimbursable

| <u>Activity</u> | <u>Units</u> | <u>Unit of Measure</u> | <u>Rate</u> | <u>Amount</u> |
|-----------------------|--------------|------------------------|-------------|---------------|
| Lodging | 14.00 | night | 90.00 | 1,260.00 |
| Per Diem Per Night | 14.00 | Night | 35.00 | 490.00 |
| Reimbursable subtotal | | | | 1,750.00 |

INVOICE



POTESTA & ASSOCIATES, INC. - Engineers and Environmental Consultants

7012 MacCorkle Avenue, S. E., Charleston, West Virginia 25304 - (304) 342-1400; FEIN 31-1509066

XYZ
123 MAIN STREET
ANY TOWN, USA 22222-1111

Invoice number 39278
Date 5/15/2012

Project: 0102-11-0523
XYZ - SITE TANK

Client ID: AAAA-1

Subconsultant

| <u>Activity / Vendor</u> | <u>Invoice number</u> | <u>Date</u> | <u>Amount</u> |
|---|-----------------------|-------------|---------------|
| Other Services | | | |
| ABC Subcontracting augering, rock coring | 12-232 | 4/16/2012 | 5,545.46 |
| Other Services subtotal | | | 5,545.46 |
| Subconsultant subtotal | | | 5,545.46 |

Other

| <u>Activity</u> | <u>Units</u> | <u>Unit of Measure</u> | <u>Rate</u> | <u>Amount</u> |
|--|--------------|------------------------|-------------|---------------|
| Vehicles -Truck/Van/SUV w fuel 008436 | 20.75 | Day | 175.00 | 3,631.25 |
| Other subtotal | | | | 3,631.25 |

Equipment

| <u>Activity</u> | <u>Units</u> | <u>Unit of Measure</u> | <u>Rate</u> | <u>Amount</u> |
|-----------------------------|--------------|------------------------|-------------|---------------|
| Nuclear Gauge day 008484 | 6.00 | Day | 50.00 | 300.00 |
| Equipment subtotal | | | | 300.00 |
| Invoice total | | | | 35,627.96 |

STANDARD FORMAT - SAMPLE INVOICE



STANDARD TERMS AND CONDITIONS

1. Potesta & Associates, Inc., hereinafter referred to as POTESTA, is an Equal Opportunity Employer and is in compliance with the Drug-Free Workplace Act of 1988 and governmental requirements relating to Right-To-Know regulations. The engineering and consulting services of POTESTA will be performed on an hourly basis for all time rendered to the project, unless the project is quoted for a lump sum, including project scoping by professional, technical, and clerical personnel in accordance with the attached hourly rate schedule. All invoice charges are based on and are payable in U.S. dollars.
2. Services performed by POTESTA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
3. Unless stated otherwise, any cost estimate presented in the attached proposal is for budgetary purposes only and is not a fixed lump-sum price. The actual cost of POTESTA's engineering and consulting services and all expenses may be less than that estimated; accordingly, only the cost incurred will be invoiced. If at any time during the progress of the work it appears that the estimated cost will be exceeded, Client will be informed immediately. However, unless written notification is received to stop work, POTESTA will continue working on the project to completion and will invoice Client for all engineering and consulting services and expenses incurred.
4. These terms are subject to and incorporate the provisions of POTESTA's attached proposal. In the event of any conflict, the terms of the accompanying proposal shall govern.
5. Invoices will be submitted periodically as required (but not more frequently than every two (2) weeks) unless charges for such periods are minimal, in which event an invoice will be submitted when total charges exceed \$500.00, or when the work is completed, whichever occurs first. Invoices are due and payable within 30 days from the date of invoice. All delinquent charges are subject to a service charge of 1½ percent per month or a fraction thereof. Should Client fail to pay any invoice within 45 days of its date, POTESTA may, upon 3 days' written notice to Client, stop work and recover from Client payment for all work executed. ***Clients requiring specific invoice formats or accounting backup (copies of timesheets, copies of receipts or invoice support data, etc.) will be invoiced for those associated costs; these costs are not included in our proposal and will be invoiced in addition to the approved proposal costs.***
6. Client agrees to limit POTESTA's liability to Client and to all construction contractors and subcontractors on the project due to POTESTA's professional negligent acts, errors, or

Potesta & Associates, Inc.

Standard Terms and Conditions

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omissions, such that the **total aggregate liability of POTEESTA to all those named shall not exceed \$50,000 or POTEESTA's total fee** for all expenses and services rendered on this project, whichever is greater.

7. POTEESTA shall indemnify and hold harmless the Client, its officers, directors, shareholders and employees (collectively, "Client Indemnities"), from and against those liabilities, losses, damages, and costs (including reasonable attorney's fees where recoverable by law) that Client is legally obligated to pay as a result of third party claims, to the extent caused by the intentional or negligent act, error, or omission of POTEESTA or anyone for whom POTEESTA is legally responsible, subject to any limitations of liability contained in this Agreement.

Client shall indemnify and hold harmless POTEESTA, its officers, directors, shareholders and employees (collectively, "Client Indemnities"), from and against those liabilities, losses, damages, and costs (including reasonable attorney's fees where recoverable by law) that POTEESTA is legally obligated to pay as a result of third party claims, to the extent caused by the intentional or negligent act, error, or omission of the Client or anyone for whom the Client is legally responsible, subject to any limitations of liability contained in this Agreement.

8. Time required for POTEESTA personnel to travel between POTEESTA's office and the site (or other destination applicable to the project) is charged in accordance with the attached hourly rate schedule.
9. POTEESTA expenses shall be charged according to the attached Field Supply and Equipment Rate Sheet. External expenses, such as airfare, subcontracted services, etc., shall be charged at direct cost (including taxes) plus a twelve percent (12%) surcharge to the project. A per diem (daily food allowance) of \$35.00 per day will be charged for all personnel required by the work to remain away from their normal residence. For those working out of the office area, but not spending the night, an allowance for lunch (\$6.50 maximum) and, if arriving back after 7:30 p.m., for dinner (\$17.50 maximum) may be charged. Lodging will be charged at \$90.00/night, except in limited availability areas where it will be charged at direct cost plus a twelve percent (12%) surcharge.
10. Specialized equipment purchased with Client's approval specifically for the project will become Client's property upon completion of the work. The purchase price and maintenance cost of such equipment shall be charged to Client at cost plus twelve percent (12%).
11. Client acknowledges that POTEESTA's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, permit applications and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by POTEESTA, they nonetheless shall, in this instance,

Potesta & Associates, Inc.

Standard Terms and Conditions

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become the property of Client upon Client's payment in full of all POTESTA invoices. Client recognizes that no such documents should be subject to unauthorized reuse; that is, reuse without written authorization of POTESTA to do so. Such authorization is essential because it requires POTESTA to evaluate the documents' applicability given new circumstances, not the least of which is passage of time. Accordingly, in return for POTESTA's relinquishment of ownership, Client agrees to waive any claim against POTESTA and defend, indemnify and hold POTESTA harmless from any claim or liability for injury or loss allegedly arising from unauthorized reuse of POTESTA's instruments of service. Client further agrees to compensate POTESTA for any time spent or expenses incurred by POTESTA in defense of any such claim, in accordance with POTESTA's prevailing fee schedule and expense reimbursement policy. Client agrees that POTESTA may retain one set of documents for their files and use.

12. Client recognizes that conclusions regarding the assessed condition(s) of the site do not necessarily represent a warranty that all portions of the site are of the same quality. Specific conditions may not be observable or readily interpreted from available documents, but may become evident at a later date. POTESTA will be responsible for data it collects, its interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. The Client recognizes that subsurface conditions beneath the Project site may vary from those encountered in borings, surveys or explorations and the information and recommendations developed by POTESTA are based solely on the information available from such borings, surveys and explorations.
13. Client recognizes that unanticipated or changed conditions may be encountered during construction. Client agrees to retain POTESTA to observe construction, and POTESTA agrees to assign qualified persons to observe and report on the quality of work performed by contractors, et al. Client recognizes that construction observation is a technique employed to minimize the risk of problems arising during construction. Provision of construction observation by POTESTA is not insurance, nor does it constitute a warranty or guarantee of any type. In all cases, contractors, et al. shall retain responsibility for the quality of their work and for adhering to plans and specifications. Should Client for any reason not retain POTESTA to observe construction, or should Client unduly restrict POTESTA's assignment of personnel to observe construction, or should POTESTA for any reason not perform construction observation during the full period of construction, it shall be deemed that POTESTA shall not have had the ability to perform a complete service. Should POTESTA for any reason not have the ability to perform a complete service, Client waives any claim against POTESTA, and agrees to indemnify, defend and hold POTESTA harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by POTESTA. Client also agrees to compensate POTESTA for any time spent and expenses incurred by POTESTA in defense of any such claim, with such compensation to be based upon POTESTA's prevailing fee schedule and expense reimbursement policy.

Potesta & Associates, Inc.

Standard Terms and Conditions

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14. The responsibility of POTEESTA's field representative(s) is to make observations and conduct field tests. This work does not include supervision or direction of the work of the contractor, his employees, or agents. The contractor should be so advised. The contractor should also be advised that neither the presence of POTEESTA's field representative nor the observation and testing by POTEESTA shall excuse him in any way for defects discovered in his work. Any review and/or observation of the contractor's performance by POTEESTA does not include the contractor's safety measures on or near the construction site. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Unless specifically stated in POTEESTA's proposal, construction review and/or observation is not included in the scope of services. As indicated in Item 13 above, POTEESTA should be allowed to perform construction observation services; a separate proposal will be prepared after construction documents are available.
15. Soil, rock, water and/or other samples obtained from the project site are the property of Client. POTEESTA will preserve such samples for no longer than ninety (90) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Further storage or transfer of samples will be made at Client's expense. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from POTEESTA's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which POTEESTA is exposed, Client agrees to waive any claim against POTEESTA, and to defend, indemnify and hold POTEESTA harmless from any claim or liability for injury or loss arising from POTEESTA's containing, labeling, transporting, testing, storing or other handling of contaminated samples. Client also agrees to compensate POTEESTA for any time spent and expenses incurred by POTEESTA in defense of any such claim, with such compensation to be based upon POTEESTA's prevailing fee schedule and expense reimbursement policy.
16. Unless otherwise agreed, Client or Owner will furnish right-of-entry on the land and/or facilities for POTEESTA to make the planned borings and other explorations and perform necessary sampling. POTEESTA will take reasonable precautions to minimize damage to said land or facilities from use of POTEESTA's equipment and operations. If Client or Owner desires POTEESTA to restore the land or facilities to their former condition, this will be accomplished at the expense of the Client or Owner.
17. In the execution of Client's work, POTEESTA will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client and Owner agree to

Potesta & Associates, Inc.

Standard Terms and Conditions

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- hold POTESTA harmless for any damages to subterranean structures or utilities which are not called to POTESTA's attention, or are not correctly shown on the plans furnished.
18. Client agrees to advise POTESTA about the presence of any known hazardous substances or any known condition(s) existing in, on, or near the site presenting a potential danger to human health or the environment. If during performance of services, any unforeseen hazardous substances or other unforeseen conditions or occurrences, in, on, or near the site presenting a potential danger to human health or the environment are encountered which, in the judgment of POTESTA, significantly affect or may affect the services or the recommended scope of services, POTESTA will promptly notify Client thereof. Subsequent to that notification, Client and POTESTA agree to pursue one of the following options:
- a. If practicable, in the judgment of POTESTA, the original scope of services will be completed in accordance with the procedures originally intended in POTESTA's proposal for services.
 - b. The scope of services will be modified and the estimate of charges revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated therein.
 - c. The services for the work in POTESTA's proposal will be terminated, effective on the date specified in writing by POTESTA, and POTESTA shall recover any extra charges associated with the previously unforeseen conditions or occurrences, as well as any charges up to such date for the originally proposed services.
19. Neither the Client nor POTESTA may delegate, assign, sublet or transfer their duties or interest, as described in the Standard Terms and Conditions and accompanying proposal, without the written consent of the other party. Unless stated otherwise, POTESTA's proposal is firm for 90 days.
20. In the event that a dispute should arise relating to the performance of the services to be provided under the Standard Terms and Conditions and the proposal, it is agreed that the dispute shall be mediated. Should mediation fail and litigation result, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.
21. The law of the State of West Virginia will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement. All legal proceedings shall be filed in Kanawha County, West Virginia.

Potesta & Associates, Inc.

Standard Terms and Conditions

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22. POTEESTA may submit to Client an opinion of the probable cost required to construct work. POTEESTA is not a construction cost estimator or construction contractor, nor should POTEESTA's rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. POTEESTA's opinion will be based solely upon their own experience with construction. This requires POTEESTA to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which POTEESTA has no control. Given the assumptions which must be made, POTEESTA cannot guarantee the accuracy of their opinions of cost, and—in recognition of that fact—Client waives any claim against POTEESTA relative to the accuracy of POTEESTA's opinion of probable cost.
23. Client or POTEESTA may terminate this Agreement upon fourteen (14) days' written notice to the other for reasons included in the notice. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, Client shall within thirty (30) calendar days of termination remunerate POTEESTA for services rendered and costs incurred, in accordance with POTEESTA's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables, and so on.
24. Client shall not be liable to POTEESTA and POTEESTA shall not be liable to Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or POTEESTA, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
25. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and POTEESTA shall survive the completion of the services hereunder and the termination of this Agreement.
26. POTEESTA shall indicate to Client the information needed for rendering of services hereunder, and Client shall provide to POTEESTA such information as is available to Client. Client recognizes that it is not possible for POTEESTA to assure the sufficiency of such

Potesta & Associates, Inc.

Standard Terms and Conditions

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information, either because it is not possible to do so, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client waives any claim against POTEESTA, and agrees to defend, indemnify and hold POTEESTA harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to POTEESTA by Client. Further, Client agrees to compensate POTEESTA for any time spent or expenses incurred by POTEESTA in defense of any such claim, with such compensation to be based upon POTEESTA's prevailing fee schedule and expense reimbursement policy.

27. This Agreement shall not create any rights or benefits to parties other than Client or POTEESTA. No third-party shall have the right to rely on POTEESTA's opinions rendered in connection with POTEESTA's services without POTEESTA's written consent and the third-party's agreement to be bound to the same terms and conditions as Client.
28. If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
29. For engagements that we accept for other than regular clients, our normal practice is to require a retainer or security deposit in advance of our performing any significant services. On occasion, such a deposit is required at a later time due to payment irregularities. The engagement letter will state whether an advance has been required before undertaking a particular representation.
30. POTEESTA will not have any obligation to issue a report or other document, or communicate our research, analyses, or conclusions, and will not have any obligation to appear for or provide written or oral testimony or evidence at trial, deposition or elsewhere, until Client's account is paid in full. POTEESTA will have no liability to the Client, or any other person, by reason of not issuing a report, appearing for, and/or providing testimony or other evidence because of the Client's failure to pay all amounts due POTEESTA, and the Client agrees to indemnify POTEESTA against any such liability.

31. CERTIFICATIONS

- 31.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Item 2 above.
- 31.2 POTEESTA shall not be required to execute certificates that would (i) result in POTEESTA having to certify, guarantee or warrant the existence of conditions whose existence POTEESTA cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services;

Potesta & Associates, Inc.

Standard Terms and Conditions

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or (iii) require POTEESTA to make a certification that would exceed what may reasonably be expected from firms of similar experience and expertise providing services of a similar nature. In addition, Client agrees not to make resolution of any dispute with POTEESTA or payment of any amount due to POTEESTA in any way contingent upon POTEESTA executing such certificate.

- 31.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, POTEESTA will provide a written report stating whether, in POTEESTA's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

POTESTA & ASSOCIATES, INC.

2022 RATE SCHEDULE

| | |
|--------------------------------|--------------------|
| Principal | \$280/hour |
| Chief Engineer/Scientist | \$120 - \$235/hour |
| Senior Engineer/Scientist..... | \$75 - \$200/hour |
| Staff Engineer/Scientist | \$50 - \$130/hour |
| Engineer/Scientist | \$45 - \$95/hour |
| Professional Surveyor | \$70 - \$135/hour |
| Senior Technician | \$45 - \$95/hour |
| Technician..... | \$30 - \$65/hour |
| Two-Man Survey Crew..... | \$120/hour |
| Three-Man Survey Crew..... | \$165/hour |
| Senior CADD Designer | \$60 - \$115/hour |
| CADD Designer..... | \$40 - \$90/hour |
| Clerical Support | \$40 - \$110/hour |

(Any changes in hourly rates will be made on January 1 of each year.)

NOTE: Engineer/Scientist includes engineer, scientist, technical designers, engineering associates, planners, health and safety specialists, and information technologists.

POTESTA & ASSOCIATES, INC.
FIELD EQUIPMENT RENTAL RATE SHEET

| Description | Rate | | |
|---|----------|----------|-------------------|
| | Per Unit | Day | Week ¹ |
| 1-Point Proctor Kit | N/A | \$20.00 | \$75.00 |
| 12' Motorized Boat (includes fuel) | N/A | \$300.00 | \$700.00 |
| 16' Motorized Boat (includes fuel) | N/A | \$500.00 | \$2,000.00 |
| 2" Soak Ease Absorbent Tubes | \$11.00 | N/A | N/A |
| 22"x34" Internal Plots | \$0.75 | N/A | N/A |
| 24"x36" Ammonia Mylar | \$2.50 | N/A | N/A |
| 24"x36" Internal Plots | \$0.75 | N/A | N/A |
| 30"x42" Internal Plots | \$1.15 | N/A | N/A |
| 36"x48" Internal Plots | \$2.10 | N/A | N/A |
| 4" Soak Ease Absorbent Tubes | \$12.50 | N/A | N/A |
| 4-Gas Meter | N/A | \$75.00 | \$250.00 |
| Air Meter (Concrete) | N/A | \$25.00 | N/A |
| Air Purifying Respirator with Cartridges | N/A | \$25.00 | N/A |
| Air Velocity Meter | N/A | \$50.00 | \$150.00 |
| Asbestos Sampling Equipment | N/A | \$20.00 | \$60.00 |
| Automated Composite Sampler | N/A | \$95.00 | \$350.00 |
| Bladder Pump with Controller and Compressor | N/A | \$200.00 | \$700.00 |
| Bomb Water Sampler | N/A | \$25.00 | \$75.00 |
| Camcorder | N/A | \$50.00 | \$200.00 |
| Chlorine Meter | N/A | \$25.00 | \$75.00 |
| Company Vehicles - Car (includes fuel) | N/A | \$155.00 | \$620.00 |
| Company Vehicles - Truck/Van/SUV (includes fuel) | N/A | \$175.00 | \$765.00 |
| Company Vehicles - Truck/Van/SUV (includes fuel) with Trailer | N/A | \$205.00 | \$1,025.00 |
| Concrete Testing Equipment (slump, cone, temperature, wheelbarrow-excludes air meter) | N/A | \$25.00 | N/A |
| Cone Penetrometer | N/A | \$75.00 | N/A |
| CORMIX/CorHyd Software Utilization (per run) | \$300.00 | N/A | N/A |
| Data Loggers (DO Study) | \$150.00 | N/A | N/A |
| Depth and Velocity Flow Meter | N/A | \$80.00 | N/A |
| DO Meter | N/A | \$25.00 | \$75.00 |
| DO Meter with Stirrer | N/A | \$50.00 | \$100.00 |
| Electro Fishing Equipment | N/A | \$100.00 | \$350.00 |
| Field Data Interface Unit (for Data Loggers) | N/A | \$50.00 | N/A |
| Fish Rearing (per Tank) | N/A | \$5.00 | N/A |
| Flow Cell for Water Quality Meter | N/A | \$20.00 | \$50.00 |
| Generator | N/A | \$30.00 | \$120.00 |
| Hach Hydrometer | N/A | \$85.00 | N/A |
| Hand Auger | N/A | \$10.00 | \$30.00 |
| Handheld GPS | N/A | \$30.00 | N/A |
| Inclinometer | N/A | \$500.00 | N/A |
| Interface Probe | N/A | \$55.00 | \$120.00 |
| Internal Color Copies | \$1.00 | N/A | N/A |
| Kemmerer Water Sampler | N/A | \$25.00 | \$75.00 |

| Description | Rate | | |
|--|----------------|------------|-------------------|
| | Per Unit | Day | Week ¹ |
| Laser Range Finder | N/A | \$20.00 | N/A |
| Level Loggers | N/A | \$50.00 | \$200.00 |
| Level Loggers (Reader) | N/A | \$50.00 | N/A |
| Lodging | N/A | \$90.00 | N/A |
| Low-Flow DC Purge Pump with Controller | N/A | \$75.00 | \$300.00 |
| Manhole Penetration Camera | N/A | \$3.00 | \$15.00 |
| Manual Direct-Push Sampler | N/A | \$50.00 | \$200.00 |
| Microscopic Evaluation Laboratory Supplies | \$5.00 | N/A | N/A |
| Nets/Aquatic Samplers/Miscellaneous Equipment | N/A | \$50.00 | \$150.00 |
| Nuclear Gauge | N/A | \$60.00 | \$200.00 |
| Opacity Kit | N/A | \$10.00 | N/A |
| Other | Cost + 12% | Cost + 12% | N/A |
| Other Boat Rental | Cost + 12% | Cost + 12% | Cost + 12% |
| Oversize Bluelines | \$2.40 | N/A | N/A |
| Ponar Sampler | N/A | \$25.00 | \$75.00 |
| Petroleum Soil Field Test Kit | \$35.00 | N/A | N/A |
| PH/Temperature/Conductivity Meter | N/A | \$75.00 | \$250.00 |
| pH/Temperature/Conductivity Meter/DO/ORP Meter | N/A | \$125.00 | \$500.00 |
| PID/FID | N/A | \$100.00 | \$400.00 |
| Pressure Gauges | N/A | N/A | \$50.00 |
| PVC Bailer (2") | N/A | \$5.00 | N/A |
| PVC Bailer (3") | N/A | \$10.00 | N/A |
| Sample Storage (Monthly) | \$30.00 | N/A | N/A |
| Sludge Sampler | N/A | \$20.00 | \$75.00 |
| Small Row Boat | N/A | \$125.00 | \$300.00 |
| Soil Resistivity Meter | N/A | \$50.00 | \$150.00 |
| Speedy Moisture Gauge | N/A | \$25.00 | N/A |
| State Change Logger | N/A | N/A | \$100.00 |
| State Change Reader | N/A | \$50.00 | N/A |
| Sub-Centimeter GPS Equipment | N/A | \$400.00 | N/A |
| Sub-Meter GPS Unit | N/A | \$150.00 | \$500.00 |
| Surface Velocity Meter (SVR) | N/A | \$90.00 | N/A |
| Survey Equipment (excludes GPS) | N/A | \$65.00 | N/A |
| Temperature Loggers | N/A | \$10.00 | \$35.00 |
| Temperature Loggers (Reader) | N/A | \$50.00 | N/A |
| Treatability Study Equipment | N/A | \$200.00 | \$800.00 |
| Turbidity Meter | N/A | \$25.00 | \$75.00 |
| Vehicle Mileage (if daily rates are not used) | IRS Rate + 12% | N/A | N/A |
| Water Level Indicator | N/A | \$35.00 | \$75.00 |
| Whale Pump System | N/A | \$35.00 | \$100.00 |

(Any changes in rates will be made January 1 of each year.)

¹ Weekly rental rate implies calendar week.

POTESTA & ASSOCIATES, INC.
FIELD SUPPLY RATE SHEET

| Description | Rate | |
|---|------------|---------|
| | Per Unit | Day |
| 55-Gallon Steel Drum | \$75.00 | N/A |
| Asbestos Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Plastic Bags, Etc. | N/A | \$20.00 |
| Benthic Survey Supplies (Per Site Per Day) Forms, Containers, Ethyl Alcohol, Nitrile Gloves, Flagging, Distilled Water, Decon Supplies, Marking Utensils, Plastic Bags | \$35.00 | N/A |
| Bentonite (50 lb. Bag) | \$15.00 | N/A |
| Bladder Pump Sampling Supplies (Bladders, Grab Plates, Tubing) - Per Well | \$50.00 | N/A |
| Discharge Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc. | N/A | \$35.00 |
| Disposable Bailers 3' (1.5" diameter) | \$8.00 | N/A |
| Disposable Bailers 3' (0.75" diameter) | \$5.00 | N/A |
| Disposable Bailers 7' (1.5" diameter) | \$12.50 | N/A |
| Fish Survey Supplies (Per Site Per Day) Buckets, Waders, Bottles, Formalin, Ethyl Alcohol, Forms, Marking Utensils, Plastic Bags | \$35.00 | N/A |
| Groundwater Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc. | N/A | \$35.00 |
| GW Filters | \$17.50 | N/A |
| HGM Stream Assessment Supplies Tape, Clinometer, Densimeter, Diameter Tape, Flagging, Quadrat, Etc. | N/A | \$25.00 |
| Soil Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc. | N/A | \$35.00 |
| Stream Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc. | N/A | \$35.00 |
| Stream Delineation Supplies Hip Chain, Clinometer, Flagging, Forms, Etc. | N/A | \$20.00 |
| Survey Supplies Hubs, Stakes, Flagging, Iron Pins, Monuments, Marking Paint, Traffic Control | N/A | \$25.00 |
| Wetland Delineation Supplies Flagging, Forms, Reference Materials, Plastic Bags, Etc. | N/A | \$20.00 |
| Other | Cost + 12% | N/A |

(Any changes in rates will be made January 1 of each year.)



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item C-1 – C-17
Presenter: Administrator

Meeting: 9/12/22 6:00 PM

County Administrator Reports & Requests

REPORTS

- 1. **Fire & EMS Departments – ARPA Funds - \$1,000 Per Month Allocation.....C-1**
- 2. **VACo 2022 Annual Conference, Richmond Convention Center, November 13-15, 2022.....C-2**
- 3. **VACo Region 12 & 13 Legislative Meeting - Russell County Gov't Center August 23, 2022 – 1 P.M. to 3 P.M.....C-3**
- 4. **Finney Disposal Site Proposed LocationC-4**
- 5. **APA Court System Audit – RC Clerk of Circuit Court.....C-5**

REQUESTS

- 6. **VDOT Dante Depot Renovation Contract.....C-6**
- 7. **DHCD Dante Regional Sewer Line Extension Agreement.....C-7**
- 8. **DCJS Victim Witness Program Grant - \$70,000.....C-8**
- 9. **Voter Registration – ICE Tabulator - \$8,625.....C-9**
- 10. **VDOT Resolution – Highway System – Project 7058-097-105, G302, G303.....C-10**
- 11. **CSA Supplement Allocation Request - \$11,141.09.....C-11**
- 12. **School Board Reversion Funds Correction - \$356,522.13.....C-12**
- 13. **National Opioids Settlement Payment - \$43,265.96.....C-13**
- 14. **RC Deputy Emergency Management Coordinator.....C-14**
- 15. **RC Tourism Coordinator.....C-15**
- 16. **RC Planning Commission Plat.....C-16**
- 17. **RC Library Travel Requests – Kelly McBride – Belinda Levy Association for Rural & Small Libraries Conference 9/14 - 9/17 & Library of Virginia Meeting, Richmond 9/22 – 9/23.....C-17**

From: lonzo.lester@russellcountyva.us
To: lonzo.lester@russellcountyva.us; lou.wallace@russellcountyva.us; Lou Wallace; Tim Lovelace; carl.rhea@russellcountyva.us; deaton@cablenet.net; david.eaton@russellcountyva.us; steve.breeding@russellcountyva.us; sbreeding@bvuv.net; oris.christian@russellcountyva.us; rebecca.dye@russellcountyva.us
Cc: vicki.porter@russellcountyva.us; loretta.vance@russellcountyva.us
Subject: Reminder: 2022 VACo Annual Conference Registration Form
Date: Tuesday, July 5, 2022 12:47:00 PM

BOS Members – FYI.

From: Virginia Association of Counties <gcharter@vaco.org>
Sent: Tuesday, July 5, 2022 11:08 AM
To: lonzo.lester@russellcountyva.us <lonzo.lester@russellcountyva.us>
Subject: Reminder: 2022 VACo Annual Conference Registration Form

The 2022 VACo Annual Conference

VACo's Premier Event | November 13-15
Greater Richmond Convention Center

Dear VACo Members:

As VACo's biggest event of the year, the Annual Conference is a must for every Virginia County Supervisor and county staff member. Drawing in hundreds of officials, dozens of speakers, and a host of vendors and exhibitors, VACo's Annual Conference provides opportunities to learn from others, grow in knowledge, and improve skills.

The Annual Conference includes:

- General Sessions featuring elected officials, local leaders and policy/government experts discussing and analyzing issues
- Breakout Sessions designed to educate and enlighten
- Exhibit Hall featuring companies and organizations showcasing products and services unique to the needs of county government
- Hands-on workshops
- VACo's Annual Business Meeting where the Legislative Program is adopted and the Board of Directors is elected for the upcoming year
- Steering Committee Meetings
- Multiple team-building and networking opportunities
- And Much More

[Annual Conference Registration Form](#) | [Online Conference Registration](#)

VACo 2022 and Beyond

This year's theme is "Counties Governing the New Normal." Counties are returning to the everyday but with some changes.

With roughly 1,000 local government officials, state representatives, speakers and exhibitors in attendance, VACo's Annual Conference is the perfect opportunity to learn and engage with peers from across the state.



Conference Logistics

All attendees are required to submit a conference registration form by mail, fax or online in order to be registered. For those new to the process, room reservations for this year's annual conference are separate from the annual conference registration. The room reservation form will be released at a later date.

- [Annual Conference Registration Form](#)
- [Online Conference Registration](#)

Call 804.343.2507 and ask for Valerie Russell if you need more information.

VACo Contact

If you have questions about the annual conference registration form or room reservations, contact Valerie Russell at vrussell@vaco.org or 804.343.2507.

REGISTER NOW!

Connect with us

President
Meg Bohmke
Stafford County

President-Elect
Jason D. Bellows
Lancaster County

First Vice President
Ann H. Mallek
Albemarle County

Second Vice President
Ruth Larson
James City County

Secretary-Treasurer
Donald L. Hart, Jr.
Accomack County

Immediate Past President
Jeffrey C. McKay
Fairfax County

Executive Director
Dean A. Lynch, CAE

General Counsel
Phyllis A. Errico, Esq., CAE

August 31, 2022

The Honorable Lou Wallace, Chairperson
Russell County Board of Supervisors
137 Highland Drive
Suite A
Lebanon, VA, 24266

Dear Chairperson Wallace,

On behalf of the Virginia Association of Counties, thank you for supporting our Regions 12 and 13 meeting last week. We are very grateful for your warm welcome to the County and for the hard work of your team in making all the arrangements for a successful event. We always appreciate your hospitality, and we thank you for making such a wonderful venue available for us to share ideas and priorities and to hear about top issues of concern in the region. We look forward to seeing you again soon!

With appreciation,



Dean A. Lynch, CAE
Executive Director

cc: The Honorable Oris Christian, Vice Chairman, Russell County Board of Supervisors
The Honorable Tim Lovelace, Russell County Board of Supervisors
The Honorable Carl Rhea, Russell County Board of Supervisors
The Honorable David Eaton, Russell County Board of Supervisors
The Honorable Steve Breeding, Russell County Board of Supervisors
The Honorable Rebecca Dye, Russell County Board of Supervisors
Lonzo Lester, County Administrator



Staci A. Henshaw, CPA
Auditor of Public Accounts

Commonwealth of Virginia

Auditor of Public Accounts

P.O. Box 1295
Richmond, Virginia 23218

July 22, 2022

The Honorable Ann S. McReynolds

Clerk of the Circuit Court

County of Russell

Lou Ann Wallace, Board Chairperson

County of Russell

Audit Period: April 1, 2021, through March 31, 2022

Court System: County of Russell

We have audited the cash receipts and disbursements of the Clerk of the Circuit Court for this locality for the period noted above. Our primary objectives were to test the accuracy of financial transactions recorded on the Court's financial management system; evaluate the Court's internal controls; and test its compliance with significant state laws, regulations, and policies.

Management's Responsibility

Court management has responsibility for establishing and maintaining internal controls and complying with applicable laws and regulations. Internal control is a process designed to provide reasonable, but not absolute, assurance regarding the reliability of financial reporting, effectiveness and efficiency of operations, and compliance with applicable laws and regulations. Deficiencies in internal controls could lead to noncompliance with laws and regulations, the loss of assets or revenues, or otherwise compromise the Clerk's fiscal accountability.

We noted no matters involving internal control and its operation necessary to bring to management's attention.

Ann S McReynolds, Clerk of the Circuit Court
Lou Ann Wallace, Board Chairperson
July 22, 2022
Page Two

We acknowledge the cooperation extended to us by the Clerk and her staff during this engagement.

Staci Henshaw
AUDITOR OF PUBLIC ACCOUNTS

LJH:rh

cc: The Honorable Brian K. Patton, Chief Judge
Lonzo Lester, County Administrator
Paul F. DeLosh, Director of Judicial Services
Supreme Court of Virginia
Director, Admin and Public Records
Department of Accounts

 **AIA® Document A101® – 2017**

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the AGREEMENT made as of the Twenty-ninth day of June in the year Two Thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Russell County Board of Supervisors
137 Highland Drive
Lebanon, Virginia 24266

and the Contractor:
(Name, legal status, address and other information)

Ken Construction Company, Inc.
3966 Cross Roads
Lebanon, Virginia 24266

for the following Project:
(Name, location and detailed description)

Renovation of Dante Depot Facility

The Architect:
(Name, legal status, address and other information)

Thompson & Litton, Inc. - Wise
P.O. Box 1307
103 East Main Street
Wise, Virginia 24293

The Owner and Contractor agree as follows.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

Not later than one hundred twenty (120) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Eighteen Thousand Dollars and Zero Cents (\$ 318,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------------|-------|
| <u>N/A</u> | |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|------------|-------|---------------------------|
| <u>N/A</u> | | |

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

| Item | Price |
|------------|-------|
| <u>N/A</u> | |

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------------|-----------------------|-------------------------|
| <u>N/A</u> | | |

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 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:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment 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.

§ 5.1.6 In accordance with AIA Document A201™- 2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201- 2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and

~~.5 Retainage withheld pursuant to Section 5.1.7.~~

~~**§ 5.1.7 Retainage**~~

~~**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:~~

~~*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*~~

Init.

~~§ 5.1.7.1.1~~ The following items are not subject to retainage:
(~~Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.~~)

~~§ 5.1.7.2~~ Reduction or limitation of retainage, if any, shall be as follows:
(~~If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.~~)

~~§ 5.1.7.3~~ Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(~~Insert any other conditions for release of retainage upon Substantial Completion.~~)

~~§ 5.1.8~~ If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

~~§ 5.1.9~~ Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(*Insert rate of interest agreed upon, if any.*)

one (1) % monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(*If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.*)

N/A

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Mr. Lonzo Lester
Russell County Board of Supervisors
157 Highland Drive
Lebanon, Virginia 24266

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Lois Morrison
Ken Construction Company, Inc.
3966 Cross Roads
Lebanon, Virginia 24266

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Init.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

| Number | Title | Date |
|------------------|----------------------|------|
| <u>Exhibit B</u> | <u>Drawing Index</u> | |

.6 Specifications

| Section | Title | Date | Pages |
|------------------|--------------------------|------|-------|
| <u>Exhibit C</u> | <u>Table of Contents</u> | | 2 |

.7 Addenda, if any:

| Number | Date | Pages |
|-------------------------|-----------------|-------|
| <u>Addendum No. 001</u> | <u>03-30-22</u> | 3 |
| <u>Addendum No. 002</u> | <u>03-31-22</u> | 6 |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Init.

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------------|---|------|----------|
| <u>00 7310</u> | <u>Supplementary General Conditions</u> | | <u>8</u> |

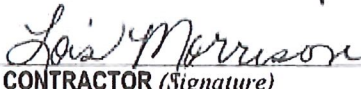
.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Mr. Lonzo Lester, Russell County Administrator
(Printed name and title)


CONTRACTOR (Signature)

Lois Morrison, President
(Printed name and title)

Init.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Bill Thompson, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:43:21 ET on 07/11/2022 under Order No. 2114288091 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)

Sen. Project Manager
(Title)

7/11/22
(Dated)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-ninth day of June in the year Two Thousand Twenty-two (In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Renovation of Dante Depot Facility

THE OWNER:
(Name, legal status and address)

Russell County Board of Supervisors
137 Highland Drive
Lebanon, Virginia 24266

THE CONTRACTOR:
(Name, legal status and address)

Ken Construction Company, Inc.
3966 Cross Roads
Lebanon, Virginia 24266

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

Init.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

| Causes of Loss | Sub-Limit |
|-----------------------|-----------------------|
| <u>None</u> | <u>Not Applicable</u> |

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

| Coverage | Sub-Limit |
|-----------------|-----------------------|
| <u>None</u> | <u>Not Applicable</u> |

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

Init.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

Init.

[] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[] § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000.00) each occurrence, two million dollars (\$ 2,000,000.00) general aggregate, and one million dollars (\$ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

Init.

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000.00) each accident, five hundred thousand dollars (\$ 500,000.00) each employee, and five hundred thousand dollars (\$ 500,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

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~~§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

Init.

[X] § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

| Coverage | Limits |
|------------------------------------|-------------------------------|
| Required Excess/Umbrella Liability | \$2,000,000 per occurrence |
| | \$5,000,000 general aggregate |

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

| Type | Penal Sum (\$0.00) |
|------------------|--------------------|
| Payment Bond | 100% Contract Sum |
| Performance Bond | 100% Contract Sum |

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. The Contractor shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

The Contractor shall secure and provide all bonds called for in the General Conditions and Instruction to Bidders. All bonds shall be written by Sureties or insurance companies licensed to do business in the Commonwealth of Virginia.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

§ A.4.1 All certificates and/or endorsements of insurance shall comply and conform to §38.2-518 of the Code of Virginia.

§ A.4.2 All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia, and have an A.M. Best Rating of A- or better.

§ A.4.3 The Contractor shall provide the Architect with three (3) copies of all required insurance certificates, and endorsements.

§ A.4.4 Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 45 days prior written notice has been given to the Contractor and the Owner.

Init.

Renovation of Dante Depot Facility
Dante, Virginia
For
Russell County Board of Supervisors

T&L Project No. 15226

DRAWINGS INDEX

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DRAWING NUMBER:

Title Sheet

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Floor Plan

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Roof Plan

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Specifications

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Renovation of Dante Depot Facility

Exhibit C

T&L Project No. 15226

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| 00 2113 | Instructions to Bidders |
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| 00 4100 | Bid Form |
| 00 4313 | Bid Bond (AIA A310) |
| 00 4546.13 | Workers' Compensation Certificate (DGS 30-076) |
| 00 4546.16 | Certification of Bidder Regarding Debarment |
| 00 5213 | Standard Form of Agreement Between Owner & Contractor (AIA A101) |
| 00 5213.10 | Insurance and Bonds (AIA A101 - Exhibit A) |
| 00 5433 | Request for Electronic Files Form |
| 00 6113 | Performance Bond & Payment Bond (AIA A312)* |
| 00 6275 | Payment Application Checklist |
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00 7299.21 VDOT Contract Inserts
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cn102-050100-00 Sec. 102.05—Prep. of Bid (Cargo Prefer. Act) R-7-12-16 (SPCN)
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00 7310 Supplementary General Conditions

** Asterisks indicate references made to AIA (American Institute of Architects) documents - latest edition, which are hereby made a part of the Contract Documents. All provisions and requirements contained in reference, after being duly executed, shall be considered as part of the Contract Documents, as if bound herein. Copies of the referenced documents are available for review at the office of the Architect. Contractors shall purchase copies from the American Institute of Architects. The original document shall be provided by the Contractor and will be required for the execution of the "Contract".*

SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 1000 SUMMARY
01 2000 PRICE AND PAYMENT PROCEDURES
01 3000 ADMINISTRATIVE REQUIREMENTS
01 3553 SECURITY PROCEDURES
01 4000 QUALITY REQUIREMENTS
01 4100 REGULATORY REQUIREMENTS
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01 7123 FIELD ENGINEERING
01 7800 CLOSEOUT SUBMITTALS



**THOMPSON
& LITTON** EST
1956
ENGINEERS ARCHITECTS



ADDENDUM NO. 001

TO: All Plan Holders

RE: Renovation of Dante Depot Facility
for Russell County Board of Supervisors
T&L Project No. 15226

DATE: March 30, 2022

BIDS RECEIVED DATE: April 5, 2022

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated March 2, 2022, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

This Addendum consists of 3 pages.

CLARIFICATIONS AND ANSWERS TO PRE-BID QUESTIONS:

1. The Pre-Bid Conference Attendance Record is enclosed.
2. Refer to Drawing Sheet A100 – Floor Plan, Drawing Sheet A700 – Specifications, and Specification Section 06 2000 - Finish Carpentry:
 - a. Remove existing wood lintels above windows and doors. Replace with pressure-treated wood of the same size; securely anchor to substrate with hidden fasteners.
3. Refer to Drawing Sheet A000 – Door Schedule, Drawing Sheet A701 - Specifications, and Specification Section 08 1613 – Fiberglass Doors:
 - a. In Paragraph 2.2.A.4, provide smooth finish on fiberglass face sheet in lieu of wood grain. Provide custom color factory-applied paint finish. Color to be selected by Owner.



4. Refer to Sheet A000 – Door Schedule, Drawing Sheet A701 – Specifications, Specification Section 08 431 – Aluminum-Framed Storefronts:
 - a. In Paragraph 2.6.A, provide custom color factory-applied paint finish in lieu of Class II clear anodized finish. Color to be selected by Owner.
5. Refer to Drawing Sheet P100 – Plumbing Plan, Waste & Vent Piping Plan. The dedicated grease line is to be removed from the project. Floor Sink P-2 remains in the project as shown, with piping routed and connected to the proposed waste line.
6. Refer to Drawing Sheet P100 – Plumbing Plan, Waste & Vent Piping Plan. Revise routing of the 4" waste line to exit the west side of the building, extend 10' beyond the outside wall, and cap. Any rerouting of the proposed waste lines within the building is to be done according to the plumbing code.

Enclosures: Pre-Bid Conference Attendance Record



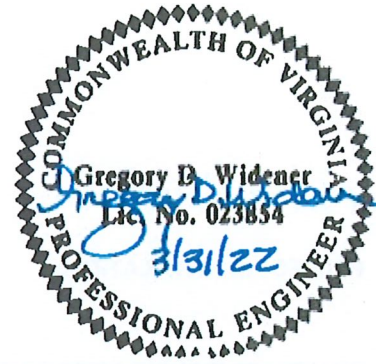
**PRE-BID CONFERENCE
ATTENDANCE RECORD
TUESDAY, MARCH 15, 2022 AT 10:00 A.M.**

Renovation of Dante Depot Facility
For
Russell County Board of Supervisors
T&L Project No. 15226

| NAME | COMPANY | WORK NUMBER | MOBILE NUMBER | EMAIL ADDRESS |
|--------------|--|--------------|---------------|--|
| Lonzo Lester | Russell County Board of Supervisors | 276-889-8000 | | lonzo.lester@russellcountywa.us |
| Peyton Boyd | Thompson & Litton Inc./Peyton Boyd Architect | 276-628-2713 | | pbarchitect@peytonboyd.com |
| Ken Morrison | Ken Construction, Inc. | 276-794-7346 | 276-202-3801 | kenconst@live.com |
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**THOMPSON
& LITTON** EST.
1956
ENGINEERS ARCHITECTS



ADDENDUM NO. 002

TO: All Plan Holders

RE: Renovation of Dante Depot Facility
for Russell County Board of Supervisors
T&L Project No. 15226

DATE: March 31, 2022

BIDS RECEIVED DATE: April 5, 2022

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated March 2, 2022, and Addendum No. 001 dated March 30, 2022, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

This Addendum consists of 6 pages.

CHANGES TO BIDDING REQUIREMENTS:

1. The Bid Form has been revised as follows:
 - A. The required Contractor's Qualification Statement with supporting data requirement has been removed from the Bid Form.

NOTE: As a result of the above changes, the Bid Form has been reissued in its entirety and must be included in the Contractor's bid submittal(s).

Enclosures: Bid Form, 5 pages



**THOMPSON
& LITTON**

BID FORM

PROJECT IDENTIFICATION:

Renovation of Dante Depot Facility

CONTRACT IDENTIFICATION NO:

**T&L Project No. 15226
UPC No. 113499**

THIS BID IS SUBMITTED TO:

**Russell County Board of Supervisors
137 Highland Drive
Lebanon, Virginia 24266**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid Opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within the timeframe presented in the Instructions to Bidders.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (A) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| Number | Date |
|--------|------|
| | |
| | |
| | |

- (B) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (C) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers

necessary for the performance or furnishing of the Work at the Contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- (D) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing utilities at or contiguous to the site and assumes responsibility for the accurate location of said utilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said utilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions.
- (E) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (F) Bidder has given Architect written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Bidder.
- (G) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the Work for the following price:

LUMP SUM PRICE FOR THE WORK IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS.

_____ Dollars (\$ _____)

ALTERNATE BID ITEMS

Additive Bid Item No. 1

Lump-Sum price to provide and install Electrical Panel A and Panel A feeder.

_____ Dollars (\$ _____)

NOTE: The Contract, if awarded, will be based on the Total Base Bid without regard to Alternates.

5. Bidder agrees that the Work will be substantially completed within one hundred twenty (120) consecutive calendar days after Notice to Proceed, and Final Completion shall be achieved within thirty (30) consecutive calendar days after Substantial Completion.
6. The following documents are attached to and made a condition of this Bid:
 - (A) Required Bid Security in the form of _____.
 - (B) Certification of Bidder Regarding Debarment.
 - (C) Workers' Compensation Certificate of Coverage.
 - (D) VDOT Forms (contained in VDOT Contract Inserts section):
 - (1) C-43, Contractor's Proposal to Sublet (if applicable)
 - (2) C-104, Bidder Statement (Federally Funded Projects)
 - (3) C-105, Bidder Qualification (Federally Funded Projects)
 - (4) C-111, Minimum DBE Requirements
7. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

The following address: _____
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20__.

(Attach Evidence of Authority to Sign.)

IF BIDDER IS:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

Email Address: _____

A Partnership

By _____
(Firm Name)

(General Partner) (SEAL)

Business address: _____

Phone No.: _____

Email Address: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____ (SEAL)
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

Email Address: _____

A Joint Venture

By _____

(Name)

(Address)

By _____

(Name)

Email Address: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

SUPPLEMENTARY GENERAL CONDITIONS

SC-1 GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Contract for Construction, AIA Document A201 - 2017 Edition and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

SC-2 INTENT

Add the following after subparagraph 1.2.1:

If there is any conflict between the provisions of the Contract Documents and any referenced standard specification, manuals or codes of technical societies, organizations or associations, the language of the Contract Documents will take precedence over that of any standard specification, manual, or codes.

SC-3 CONCEALED OR UNKNOWN CONDITIONS

Revise subparagraph 3.7.4 as follows:

3.7.4 Concealed or Unknown Conditions.

In the sixth line of subparagraph 3.7.4, change the number of days that notice is to be given to the Owner and Architect from "14 days" to "10 days".

SC-4 CONTRACTOR'S CONSTRUCTION SCHEDULES

Replace subparagraph 3.10.1 with the following:

3.10.1.A. A construction schedule shall be prepared and submitted for the Owner's and Architect's review. The schedule shall not exceed the Contract Times established in the Contract Documents and shall provide for prompt and efficient execution of the Work. The schedule shall show the sequence and interdependence of all activities required for complete performance of the Contractor's Work. The schedule shall provide a graphic representation of all activities and events that will occur in the prosecution of the Work and set forth all critical dates that must be met to ensure timely and orderly completion of the Work within the Contract Times prescribed in the Contract Documents. The

Contractor may show early completion of the Work on the schedule, should it so elect, but the Contractor shall have no claim for delay damages or constructive acceleration should any delay, whatever the cause, preclude the Contractor from finishing the Project at any point prior to the completion date set forth in the Contract Documents. Upon receipt, the Owner and Architect shall review the schedule and offer any comments they may have. Such review shall be for information purposes only and shall not constitute endorsement of any errors or omissions that may appear in the schedule or its reasonableness.

3.10.1.B The Contractor shall update the schedule each month to reflect the current status of the Project. The updates shall show percent completion including actual start and finish dates and remaining duration for all current activities. The updated schedule shall be submitted with the Contractor's Application for Payment. The submittal of the revised schedule shall be a conditional precedent to the Owner's obligation to pay the Contractor any monies due on the pending Application for Payment.

Add the following subparagraphs to Article 3.10:

3.10.4 In the event that the Contractor should ever determine during the course of the Project that its prosecution of the Work has fallen behind the current schedule, it shall prepare a recovery schedule to permit completion of the Project within the Contract Times. The Contractor shall devote sufficient labor, materials, and equipment to comply with the recovery schedule, including, if necessary, the employment of additional manpower and the scheduling of additional shifts, overtime, and weekend Work, all at the Contractor's sole expense.

3.10.5 In the event that the Project is delayed beyond the Contract Times, the Contractor will be obligated to pay the Owner, in addition to any liquidated damages called for in the Contract Documents or any delay damages permitted pursuant thereto, a sum equal to the Owner's obligation to pay the Architect for providing additional Construction Contract Administration services beyond the Contract Times set forth in the Contract Documents.

SC-5

COMMUNICATIONS

Add the following subparagraph to Article 4.2.4:

4.2.4.1 At the Pre-Construction Conference, the Architect will designate his contact person for the duration of the project. The Contractor shall always communicate in writing with the Architect's designated representative. From time to time, the Architect may designate members of its staff to correspond with the Contractor; in such case, the Contractor shall respond directly with that individual. If the Architect must change its contact person, it will advise the Contractor in writing who the new contact is. The purpose of this requirement is to assist the Contractor in maintaining continuity throughout the life of the project.

**ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS, WORK CHANGES PROPOSAL REQUESTS,
AND CONSTRUCTION CHANGE DIRECTIVES**

Add the following subparagraphs to Article 7.1:

7.1.4 "Changes in the Work" of the General Conditions addresses how these changes are to be completed. Any change which has been requested through the Owner or its agents, including the Architect, will be issued through the Architect by a written "Architect's Supplemental Instructions" or "Work Changes Proposal Request". Should the contractor request a minor change in the contract, a written "Architect's Supplemental Instructions" will be authorized by the Architect. If the Contractor believes that additional compensation and/or time is required, it should not sign this form. In this case, it should immediately notify the Architect in writing of his decision, submitting his proposal for the changes in the Work. If the above situation occurs, the Architect may, at this time, send the Contractor a "Work Changes Proposal Request".

7.1.5 If the Architect is reasonably certain that his instructions to the Contractor will require additional money and/or time for completion, it will initially send his instructions to the Contractor on the "Work Changes Proposal Request" form. The Contractor's proposal shall state its itemized estimate for any requested additional money and/or time. This written proposal should precede any Work that may be done by the Contractor as a result of the "Architect's Supplemental Instructions" or "Work Changes Proposal Request". Should the Contractor unilaterally proceed with the Work as requested by these forms without having advised the Architect and Owner in writing of his request for a change in price or time, it may be denied such increase. When the Architect receives the Contractor's proposal for a change in contract price and/or extension of time, the Architect will then prepare a written Change Order to cover this increase. The Contractor should not proceed with additional Work until the written change order has been approved by all involved parties or until it has the Owner's written authorization for a construction change. The Owner will receive a copy of all "Architect's Supplemental Instructions" and "Work Changes Proposal Request" documents. Should there be any disagreement by the Owner, it will promptly notify all parties concerned.

7.1.6 If a situation occurs which requires additional Work to be performed immediately, the Owner will issue a "Construction Change Directive" in accordance with the General Conditions. The "Construction Change Directive" will be prepared and signed by the Architect and will be effective after it has been signed by the Owner. After it has been executed by the Contractor, a Change Order shall be prepared by the Architect.

SC-7**APPLICATIONS FOR PAYMENT**

Add the following subparagraphs to Article 9.3:

9.3.3.1 The Contractor shall submit at the prescribed time once a month a minimum of three copies of the Application for Payment. The application forms indicated herein shall be used. The Contractor shall prepare these applications in strict conformance with the Contract Documents. All applications will be completed in their entirety and in a legible manner, including all appropriate signatures. Applications with changes or corrections in handwriting may not be approved and may be rejected by the Architect and the Owner. The applications shall not include any additional Work unless this Work has been included in the Contract by approved Change Orders (including all approving agencies). Should any corrections be necessary as a result of discrepancies from a previous payment, an adequate explanation in writing shall be attached to each Application for Payment.

9.3.3.2 The Architect will work closely with the Contractor and his agents during the first and second Applications for Payment. The Architect will advise the Contractor of any errors in the application. It shall be the responsibility of the Contractor to make any and all corrections.

9.3.3.3 The Contractor shall submit as part of his monthly application for payment a sworn Contractor's Affidavit of Payment of Debts & Claims (AIA G706) attesting that it has paid all subcontractors and suppliers of labor and materials all sums due to date relative to this particular project in addition to the Payment Application Checklist and any supporting documentation required.

SC-8**SUBSTANTIAL COMPLETION**

Add the following subparagraph to Article 9.8:

9.8.6 When Contractor considers the entire Work ready for its intended use, Contractor shall, in writing to Owner and Architect, certify that the entire Work is substantially complete and request that Architect issue a Certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor, and Architect shall make an inspection of the Work to determine the status of completion.

SC-9**PROTECTION OF PERSONS AND PROPERTY**

Revise subparagraph 10.2.8 as follows:

In the third line of subparagraph 10.2.8, change "not exceeding 21 days" to "not exceeding 10 days" after discovery.

SC-10 INSURANCE

Add the following subparagraph to Article 11.1.1:

11.1.1.A Insurance requirements are indicated in AIA A101-Exhibit A document, Insurance and Bonds. See Section 00 5213.10.

SC-11 PERFORMANCE BOND & PAYMENT BOND

Add the following subparagraph to Article 11.1.2:

11.1.2.A The Contractor shall furnish bonds covering the faithful performance of the contract and payment of obligations arising thereunder. The cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

SC-12 DEFECTIVE MATERIAL

Add the following subparagraph to Article 12.2:

12.2.6 Any material which has been inspected by the Architect, or the Owner, whether the material has been stored or has been incorporated in the Work of the project, and has been found to be defective and not in compliance with the Contract Documents will be clearly marked. The Contractor will be notified in writing concerning the defective material. The Contractor is expected to remove the defective material from the job site immediately. If the Owner has previously paid for this material, either in materials stored or work in place, such defective material will be credited to the Owner on the Contractor's next application for payment. The Contractor is responsible for carefully checking all materials which have been delivered to the job site which have the appearance of being only slightly damaged should be noted in the Contractor's log book.

SC-13 GOVERNING LAW

Add the following subparagraphs to Article 13.1:

In accordance with *Code of Virginia*, § 2.2-4311, 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 or national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will include the provisions of the foregoing paragraphs A., B., and C., in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Bidders and Contractors performing Work under this Advertisement are bound by the requirements of the Occupational Safety and Health Administration (OSHA) regulations (29 CFR Part 1910).

During the performance of this Contract, the Contractor shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, pursuant to the *Code of Virginia*, § 2.2-4311.1.

Drug-Free Workplace

- A. 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.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, 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.

Virginia Department of Transportation (VDOT)

- A. This project is federally funded with Transportation Alternative Program (TAP) funds. Contractor shall be bound by requirements in the VDOT Contract Inserts included in the Contract Documents (Section 00 7299.21), including the Federal

Specifications, Special Conditions Supplement for required contract provisions, other special VDOT provisions, and established wage rates.

SC-14 NOTICE OF CLAIMS

Revise subparagraph 15.1.3.1 as follows:

15.1.3.1 Notice of Claims. In the second sentence, change all reference of "21 days" to "10 days".

SC-15 RETAINAGE

Remove the following paragraphs in their entirety:

- 9.3.1 under the Applications for Payment section.
- 9.6.2 under the Progress Payments section.
- 9.8.5 under the Substantial Completion section.
- 9.9.1 under the Partial Occupancy or Use section.
- 9.10.2 and 9.10.3 under the Final Completion and Final Payment section.

Appendix A Revision 1

Date: 6/2/2022

Project Number: EN18-083-977 **UPC:** 113499 **CFDA #** 20.205 **Locality:** Russell County (167)

| | | |
|---|-----------------------------------|---|
| Project Location ZIP+4: 24237-7192 | Locality UEI# WMRHA68SMK19 | Locality Address (incl ZIP+4) 137 Highland Dr Lebanon, VA 24266-7169 |
|---|-----------------------------------|---|

Project Narrative

| | | | |
|---|--|--------------------------------|---|
| Work Description: | The community of Dante will transform their historic railroad depot into the centerpiece of their economic revitalization efforts, providing a rallying point for both Dante's residents and visitors. | | |
| From: | 36°58'38.36"N and -82°17'55.189"W (Bunch Town Road) | | |
| To: | 36°58'38.99"N and -82°17'54.703"W (Bunch Town Road) | | |
| Locality Project Manager Contact info: | Lonzo Lester | Telephone: 276-889-8000 | Email: lonzo.lester@russellcountyva.us |
| Department Project Coordinator Contact Info: | Roger Musser | Telephone 276-696-3260 | Email: Roger.Musser@VDOT.Virginia.gov |

Project Estimates

| | Preliminary Engineering | Right of Way and Utilities | Construction | Total Estimated Cost |
|-------------------------------------|-------------------------|----------------------------|--------------|----------------------|
| Estimated Locality Project Expenses | \$16,500 | \$0 | \$372,060 | \$388,560 |
| Estimated VDOT Project Expenses | \$25,500 | \$0 | \$12,000 | \$37,500 |
| Estimated Total Project Costs | \$42,000 | \$0 | \$384,060 | \$426,060 |

Project Cost and Reimbursement

| Phase | Estimated Project Costs | Funds type <i>(Choose from drop down box)</i> | Local % Participation for Funds Type | Local Share Amount | Maximum Reimbursement (Estimated Cost - Local Share) | Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses) |
|-----------------------------|-------------------------|--|--------------------------------------|--------------------|---|--|
| Preliminary Engineering | \$42,000 | Transportation Alternatives | 20% | \$8,400 | \$33,600 | |
| | | | | \$0 | \$0 | |
| | | | | \$0 | \$0 | |
| | | | | \$0 | \$0 | |
| | | | | \$0 | \$0 | |
| | | | | \$0 | \$0 | |
| Total PE | \$42,000 | | | \$8,400 | \$33,600 | |
| Right of Way & Utilities | | Transportation Alternatives | 20% | \$0 | \$0 | |
| | | | | \$0 | \$0 | |
| | | | | \$0 | \$0 | |
| | | | | \$0 | \$0 | |
| | | | | \$0 | \$0 | |
| | | | | \$0 | \$0 | |
| Total RW | \$0 | | | \$0 | \$0 | |
| Construction | \$374,060 | Transportation Alternatives | 20% | \$74,812 | \$299,248 | |
| | \$10,000 | Local Funds | 100% | \$10,000 | \$0 | |
| | | | | \$0 | \$0 | |
| | | | | \$0 | \$0 | |
| | | | | \$0 | \$0 | |
| Total CN | \$384,060 | | | \$84,812 | \$299,248 | \$287,248 |
| Total Estimated Cost | \$426,060 | | | \$93,212 | \$332,848 | \$295,348 |

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$332,848

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$295,348

Project Financing

| Transportation Alternative | Local Match | Local Funds | | | Aggregate Allocations |
|----------------------------|-------------|-------------|--|--|-----------------------|
| \$332,848 | \$83,212 | \$10,000 | | | \$426,060 |

Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Transportation Alternatives Program Guide.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$332,848
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Eligible VDOT Project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursement requests.
- The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act including, but not limited to, basic coordination for cultural resources, basic clearances for threatened and endangered species, and any necessary certifications, recertifications, and/or reevaluations. The LOCALITY is responsible for tracking, implementing, and completing all environmental commitments associated with the project. In addition, the LOCALITY is responsible for obtaining any water quality permits, submitting a signed EQ-555 for natural resources due diligence, conducting any required hazardous materials efforts, and submitting a signed EQ-121 for hazardous materials due diligence (all submittals are to be in accordance with the LAP Manual). VDOT's estimated cost for preparing the environmental document and necessary supporting studies, including certifications, recertifications and/or reevaluations, will be provided to the LOCALITY and deducted from the Project funds.
- For Transportation Alternatives (TA) Projects, the LOCALITY shall maintain the Project or have it maintained in a manner satisfactory to the DEPARTMENT for its useful life and make ample
- In accordance with CTB policy, the Project must be under construction by **September 30, 2022** or the federal Transportation Alternatives (TA) funding may be subject to de-allocation.
- Any ineligible items identified throughout Project development will not be reimbursable.

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official _____ Date _____

Authorized VDOT Official _____ Date _____

Typed or printed name of person signing _____

Typed or printed name of person signing _____

CONTRACT #: 21-21-14
GRANTEE: Russell County
CFDA# 14.228

AGREEMENT

This AGREEMENT, entered into as of this **15th day of August, 2022**, by and between the Virginia Department of Housing and Community Development hereinafter referred to as "DHCD" and **Russell County**, Virginia hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer Community Development Block Grant (CDBG) funds pursuant to the Housing and Community Development Act of 1974, as amended, and

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer CDBG funds in the form of Community Improvement Grants according to the CDBG Program Design, and

WHEREAS, the PROJECT as described in the Proposal as submitted by the GRANTEE has achieved a sufficiently high ranking through a competitive proposal selection system to qualify for CDBG funding on the basis of the CDBG Program Design,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the GRANTEE a COMMUNITY IMPROVEMENT GRANT in an amount of the total allowable, eligible costs in carrying out the ACTIVITIES included in Products herein described not to exceed **two million five hundred dollars (\$2,500,000)**.
2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its CDBG Grant.
3. The GRANTEE will commence, carry out and complete the following Products (more thoroughly described in the GRANTEE'S CDBG Proposal).

PROJECT TITLE: **Dante Regional Sewer Line Extension**

OUTCOMES: **To improve the living conditions of residents living in the Dante and Sun communities of Russell County through the provision of new and improved public sewer infrastructure.**

BENEFITS:

| Total Project Benefit | | | |
|---|---|------------|---|
| 617 | Total Persons | 364 | Total LMI Persons |
| 240 | Total Households | 141 | Total LMI Households |
| Improved Public Sewer Infrastructure Benefit | | | |
| 228 | Total Households— Improved Public Infrastructure | 134 | Total LMI Households— Improved Public Infrastructure |
| 592 | Total Persons— Improved Public Infrastructure | 354 | Total LMI Persons— Improved Public Infrastructure |
| New Public Sewer Infrastructure Benefit | | | |
| 12 | Total Households— New Public Infrastructure | 7 | Total LMI Households— New Public Infrastructure |
| 25 | Total Persons— New Public Infrastructure | 10 | Total LMI Persons— New Public Infrastructure |

- ACTIVITIES:
1. **Administration of this project in a timely and compliant manner (CDBG).**
 2. **Design and construction of approximately 1,500 LF of gravity sewer line; approximately 30,850 LF of force main sewer line; one (1) pump station; and associated manholes, valves, and appurtenances (CDBG and non-CDBG).**
4. The aforementioned PROJECT shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
 5. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROJECT completion, there are cost underruns or project savings, these costs shall revert to DHCD and other funding sources committed to the PROJECT in the CIG proposal on a proportional basis, unless superseded by other federal program requirements. In no case will leveraged funds be returned beyond that amount which would have changed the PROJECT'S ability to be funded initially.
 6. The GRANTEE will initiate the ACTIVITIES required by the CONTRACT DOCUMENTS beginning **August 15, 2022**, unless grant Special Conditions require additional action on specified PRODUCT(S) before proceeding with that PRODUCT(S). In such instances the GRANTEE will initiate action relative to removal of the Special Conditions beginning with the execution of this AGREEMENT.

7. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS within **24** months of the execution of this AGREEMENT, or more specifically on or before **August 14, 2024**. If the ACTIVITIES are not completed by that date all CIG funding and this AGREEMENT shall be terminated and the Grantee shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.
8. DHCD agrees to make payment to the GRANTEE upon receipt of a properly completed and signed invoice. Requests for Payment may be made, allowing approximately thirty days to receive the funds. Funds are to be immediately disbursed by the GRANTEE and shall not be deposited in an interest-bearing account.
9. The term CONTRACT DOCUMENTS means the following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full.
 - A. GRANTEE'S CDBG Proposal (including any revisions);
 - B. CDBG AGREEMENT;
 - C. SPECIAL CONDITIONS;
 - D. GENERAL CONDITIONS;
 - E. ASSURANCES;
 - F. AMENDMENTS (none as of the date this Agreement was signed);
 - G. GRANT MANAGEMENT MANUAL (Those items specified as being required);
 - H. CONTRACT NEGOTIATION RECORD;
 - I. PROJECT MANAGEMENT PLAN (including any revisions);
 - J. PROGRAM INCOME PLAN (if required);
 - K. ANY PROJECT SPECIFIC PLAN AND/OR PROGRAM DESIGN; and
 - L. LAST APPROVED BUDGET.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: _____
Sandra Powell, Sr. Deputy Director
Division and Community Development and Housing

DATE: _____

City of Richmond,
Commonwealth of Virginia

I do certify that Sandra Powell personally appeared before me and made oath that she is the Senior Deputy Director of the Department of Housing and Community Development and that she is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____ day of _____, 2022.

Notary Public

Registration Number

RUSSELL COUNTY

BY: _____
Lou Wallace, Chair

DATE: _____

County of Russell,
Commonwealth of Virginia

I do certify that Lou Wallace personally appeared before me and made oath that she is Chair of the Russell County Board of Supervisors and that she is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____ day of _____, 2022.

Notary Public

Registration Number

SPECIAL CONDITIONS

1. Upon execution of this contract, the Associate Director of the Program Administration and Assistance Office is authorized to approve budgets, budget revisions, contract extensions, and contract closeouts.
2. A total of \$300,000 in leverage funds is committed to this project by the GRANTEE. Sources of funds are as follows:

| | |
|------------------------------------|------------------|
| <u>FY 22 SWVA Water/Wastewater</u> | <u>\$150,000</u> |
| <u>Russell County (Local)</u> | <u>\$150,000</u> |

These funds shall be expended prior to or in proportion to CDBG Funds within the budget, per activity. If additional leverage funds are committed to the project beyond those outlined above, the required leverage will remain at the originally approved amount. Documentation of the expenditure of these funds shall be maintained by the Grantee and reported to DHCD at the time of compliance reviews and request for final payment.

4. DHCD expects remittance requests for *each* CDBG-funded budget activity to be submitted *at least quarterly*. All remittance requests must be submitted via CAMS and shall be accompanied at least by a cover memorandum and copies of relevant invoices and checks. Remittances for administration expenses will be accepted and processed **only** on a pay-for-performance basis. The benchmarks to be used in determining eligibility for payment will be negotiated between the GRANTEE and the assigned Community Development Specialist. The benchmarks, compensation, and their schedule shall be considered as an ATTACHMENT to this CONTRACT. The GRANTEE must include a comparable compensation process for making payments to contractual service providers, and that process with benchmarks and a compensation schedule must be included in contracts with service providers.
5. All grant-related work shall occur using a management team concept and representing all stakeholders, including but not limited to neighborhood residents (sparkplugs), the engineer and/or architect, the rehab specialist, the housing program administrator, the grant administrator, the Chief Executive, the Director of Public Works, and the local Planner, as appropriate.
6. The Project Management Team shall meet regularly (at least monthly) to properly monitor the Project's progress. The Team will review its Project Management Plan to determine if the project is being implemented according to the projected plan. The plan will be updated promptly in recognition of a deviation from projections and DHCD will be notified.
7. DHCD reserves the right to end funding at any point should the project prove nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved Project Management Plan.
8. Monthly progress reports must be submitted to DHCD. These reports must document CDBG and non-CDBG funds expended and obligated to date and the actions taken on key benchmarks that support the successful completion of the project.
9. DHCD reserves the right to receive additional documentation pertaining to construction, professional service, non-professional service or other contracts obligating CDBG funds prior to approving drawdown requests.

10. Throughout the life of the project, the GRANTEE will ensure that the appropriate staff attends all required DHCD training, including the annual Grant Management Workshop. Depending upon the training being offered, the individuals who must attend may include the grant manager, the rehabilitation specialist, the federal labor standards contract compliance officer and/or the financial manager.
11. As the Centralized Application and Management System (CAMS) is implemented, at a minimum, the following must be observed:
 - a. The only CAMS User Role that a consultant or PDC staff may be assigned on the grantee's Manage Staff and/or Project pages is "Consultant." While documents may be prepared and uploaded into CAMS by a "Consultant," only the grantee can submit them.
 - b. Each file uploaded may be no larger than 20 to 25 megabytes, depending upon the GRANTEE's connection. Multiple files can be compressed (zip) into one file. Executed documents must be scanned in their entirety and as a single document.
 - c. The original executed GRANT AGREEMENT must be mailed or scanned in its entirety to DHCD, along with the original Certification of Signatures and Address. Upon receipt of the AGREEMENT, it will be signed by DHCD's Senior Deputy Director. DHCD will upload the executed AGREEMENT into CAMS. The GRANTEE must download a copy and place it into the official grant project files.
 - d. After the AGREEMENT has been executed, the GRANTEE must submit the project budget into CAMS.
 - e. After it has been signed by all required signatories except for the Community Development Specialist, the Project Management Plan, including the timeline, must be mailed to DHCD. The Plan will be signed by the Community Development Specialist and uploaded into CAMS.
 - f. All correspondence, including contract amendment and budget revision requests, must be uploaded into "Reports & Documents" in CAMS as *correspondence* documents.
 - g. All ACTIVITIES required by this contract must be uploaded into "Reports & Documents" in CAMS as *contract* documents.
 - h. All remittance requests must be submitted through "Remittance" in CAMS. If products are submitted in "Reports & Documents" at the same time as a remittance request, the explanation text box at the bottom of the Remittances screen must note this fact.
 - i. The following pre-contract activity documents must be scanned in its entirety and as a single document and uploaded into "Reports & Documents" in CAMS as *contract* documents: Published Combined Notice of FONSI & NOI-RROF advertisement; Executed Request for Release of Funds and Certification; Executed Fair Housing Certification; Executed Program Income Plan, including the list of appointed Oversight Board members, if appropriate; Executed Program Design(s), including Oversight Board by-laws, if appropriate; Executed Industry Agreements; and Executed Certification of Signatures and Address.
 - j. All annual financial audit reports as required by this AGREEMENT shall be submitted through CAMS.

GENERAL CONDITIONS

1. **DEFINITIONS** - Whenever used in the **CONTRACT DOCUMENTS** the following terms when written in all capital letters shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
 - A. **AMENDMENT** - A formal addition or modification to the **CONTRACT DOCUMENTS** which has been approved in writing by both parties, and which affects the scope, objectives or completion date of the **PROJECT**, or which affects the manner in which the **PROJECT** is to be carried out.
 - B. **APPLICANT** - The entity which made the proposal for **COMMUNITY IMPROVEMENT GRANT** funding and accepted responsibility for assuring compliance and performance of all conditions.
 - C. **ASSURANCES** - The **ASSURANCES** which are attached to this document.
 - D. **COMMUNITY IMPROVEMENT GRANT (CIG)** - The funds, the **PROJECT** and **PRODUCTS** to be funded, and all conditions, laws and regulations affecting administration of funds currently in effect or as subsequently amended, and provided by **DHCD** to the **GRANTEE** from Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development.
 - E. **CONTRACT DOCUMENTS** - The legal agreement between **DHCD** and the **GRANTEE** including the **AGREEMENT** and all documents referenced in paragraph 9 thereof.
 - F. **GRANTEE** - The entity which is the recipient of **CIG** funds and as such must comply with **CONTRACT DOCUMENTS**.
 - G. **MANUAL** - The Community Improvement Grant Management Manual, which contains required forms and instructions for the administration of **CIG's** and provides required and non-required procedures for project management.
 - H. **PRODUCT** - A **PROJECT** activity which constitutes a specific portion of the **PROJECT**, and as such is covered by its own budget.
 - I. **PROJECT** - The physical activities undertaken to meet the overall stated objective for which **CIG** funding is utilized.
 - J. **PROJECT MANAGEMENT PLAN** - A plan prepared by the Grantee, which identifies roles, responsibilities, method of contract administration and oversight, key dates for task implementation and completion, analysis of potential problems and management organization.
 - K. **WORK** - All labor, equipment and materials necessary to produce the construction of the **PROJECT** as required by the **CONTRACT DOCUMENTS**.
 - L. **WRITTEN NOTICE** - Any notice from one party to the **AGREEMENT** to the other signed by an authorized official which transmits binding statements of fact or condition and is delivered to the appropriate authorized official either in person or through the United States mail.

2. ADMINISTRATIVE PROCEDURES - The GRANTEE shall perform all contracted WORK and administer all grant funds and activities in conformance with the general terms and special conditions set forth where required in DHCD's MANUAL, and any WRITTEN NOTICES from DHCD.
3. ACCOUNTING RECORDS - The GRANTEE shall establish and maintain separate accounts within its existing accounting system or set up accounts independently which are in conformity with the requirements of the Code of Federal Regulations (24 CFR Part 85), the DHCD MANUAL requirements and any WRITTEN NOTICES from DHCD. The GRANTEE shall record in its accounting system all Grant payments received by it pursuant to this Grant and all other funds provided for, accruing to, or otherwise received on account of the Grant.

All costs, including paid services contributed by the GRANTEE or others, charged to the Grant shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the GRANTEE locality.

4. COSTS INCURRED PRIOR TO GRANT AGREEMENT EXECUTION - No costs incurred prior to the execution of the AGREEMENT shall be eligible for reimbursement with Grant funds, unless such incurred costs are authorized in writing by DHCD.
5. PROGRAM BUDGET - The GRANTEE shall carry out activities and incur costs only in conformance with the latest approved budget for the Grant and subject to the provisions of these CONTRACT DOCUMENTS. The budget may be revised through Administrative Procedures detailed in the MANUAL, but no such budget or revision shall be effective unless and until the Department shall have approved the same in writing or as indicated in item 16 of these General Conditions.
6. RECORDS – The GRANTEE shall maintain accurate, complete and orderly documentation of CDBG-funded activities in conformance with the provisions of these CONTRACT DOCUMENTS and the MANUAL. Records shall be readily accessible to DHCD, appropriate State and Federal agencies, or any of their duly authorized representatives, and the general public during the course of the project. The records shall remain intact and accessible for ten (10) years from the day of DHCD's acceptance of the final audit or financial statements. If any litigation claim or audit is started before the expiration of the ten (10) year period, the records shall be retained until such action is resolved. Notwithstanding, records of any nonexpendable property must be retained for a ten (10) year period following final disposition.
7. REPORTS - The GRANTEE shall furnish, regularly and in such form as DHCD may require, reports concerning the status of project activities and grant funds. Such reports shall be submitted in the form and manner as prescribed in the MANUAL and in WRITTEN NOTICES from DHCD.

All reports shall be completed in full and submitted at the time prescribed by DHCD. Reports shall contain accurate information and shall detail any problems, delays or adverse conditions experienced.

8. **QUALITY CONTROL** - The GRANTEE accepts the responsibility to assure that all grant funded PRODUCTS shall be implemented with the highest possible degree of competence, workmanship, quality and cost effectiveness. To this end, the GRANTEE shall provide a system of quality control to include all aspects of grant administration and project implementation.

The GRANTEE shall obtain a certification of inspection and final completion signed by the project engineer or by the person responsible for quality control at the completion of each construction ACTIVITY.

9. **COMMUNICATIONS - WRITTEN NOTICES** shall constitute the only means of binding statements of fact or condition between the parties of this agreement. All required reports and requests to be issued by the GRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. *Please note that project-specific technical assistance provided via email does NOT have the weight of official WRITTEN NOTICE. Rather, it is comparable to oral technical assistance discussions.* All directives, findings and other formal issuance by DHCD must be transmitted through a WRITTEN NOTICE unless otherwise specified in the CONTRACT DOCUMENTS.

WRITTEN NOTICES shall be signed by and addressed to the appropriate authorized official and shall be considered transmitted when delivered in person, uploaded into CAMS or through the United States mail.

The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.

10. **ACCESS TO BENEFITS** - No access or connection fees shall be charged to low- and moderate-income persons for access to improvements or benefits provided by grant funds. All low- and moderate-income persons identified in the proposal shall be assured access to and use of grant assisted improvements by regular user charges for the specified service.
11. **BENEFITS** - The PROJECT shall be implemented in such a manner so as to provide benefits to all persons identified in the project proposal. Affirmative steps shall be taken to assure direct benefit to low- and moderate-income persons in the number and extent identified in the proposal.
12. **PROGRAM INCOME** - Any income derived from activities financed with grant funds is program income and shall be utilized in the following manner:
 - A. Program income earned during the life of the grant is considered Active Program Income. It must be tracked by contract year. A contract year begins with the effective date of the contract and concludes 364 days later. Grantees shall track all Program Income based on the date that it is earned and report said amounts to DHCD when requested. When Active Program Income exceeds \$35,000 in any given contract year, 100% of that income earned must be spent immediately for eligible project expenses in lieu of drawing down funds. The Grantee may be able to access the total amount of CDBG funds in the grant agreement provided the Grantee has an approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement.

When Active Program Income is less than \$35,000 in a given contract year, it does not have to be expended immediately. It may be held in an interest bearing account. The Active Program Income and interest earned from it must be tracked by the Grantee. All Active Program Income earned in given program years in amounts of under \$35,000 per year can accumulate until the end of the project. The cumulative amount of these funds shall be used on eligible CDBG project activities at the end of the project. In these cases, the Grantee may use the program income in addition to the total amount of CDBG funds in the grant agreement provided the Grantee has an approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement. Funds remaining at Administrative Closeout of the grant must be returned to DHCD.

- B. Miscellaneous revenue is proceeds received in a 12-month reporting period (July 1 – June 30) of less than \$35,000 from an administratively closed project funded with CDBG monies. No amount of miscellaneous revenue received in the reporting period may be expended until after the period has ended and that fiscal year's report has been submitted to and approved DHCD. Grantees must retain the funds until it is authorized by DHCD to expend the proceeds locally. It must be returned to DHCD, unless DHCD has approved a Program Income Plan. Program Income Plans must be revised when the Grantee wants to change the activities approved. The revised plan must be submitted to DHCD for review and approval.
- C. Inactive program income is all revenue received in a 12-month reporting period (July 1 – June 30) of \geq \$35,000 from an administratively closed project funded with CDBG monies. All inactive program income received in the 12-month reporting period will be held in reserve until after the reporting period has ended and that fiscal year's report has been submitted to and approved by DHCD.

At the time the report is submitted, a specific work plan and budget may be submitted, outlining the proposed use of inactive program income. A timeline to expend all funds within twelve (12) months must be included. Work plans will only be approved if the proposed activities are the same activities for which the proceeds were generated.

Inactive program income must be reported to DHCD along with the other required annual reports; e.g., Activity and Beneficiary, Section 3, and Contract and Subcontract Activity Reports at the end of the state fiscal year.

It must be reported for five years and then can be expended according to the approved Program Income Plan.

Projects assisted with tax credits or other equity investment type projects MUST return all of its inactive program income to DHCD. Contact the Division of Community Development's Fiscal Analyst for instructions on how to do so.

- D. Any lump sum receipt of inactive program income of \$35,000 or more during a state fiscal year (July 1 – June 30) must be reported to DHCD at the time it is received and transmitted to DHCD within 60 days. Returned funds should be made payable to *Treasurer of Virginia*. The check's memo line should indicate the grant number and the type of funds being returned; e.g., CDBG inactive program income. A reference in the required audit is not sufficient.

E. Program income funds must be accounted for separately on the balance sheet. It must be tracked by the amounts due and received monthly by client's name, separated by active/inactive status and by contract number, project year and by amount expended annually. Copies of supporting documents must be placed in the grant project files.

13. **CONTRACT SECURITY** - The GRANTEE shall secure all materials and equipment, purchased or paid for with grant funds through insurance coverage of the full value of the same.

All persons contracted, employed or otherwise utilized in the grant and having responsibility for the management, disposition, expenditure or use of Grant funds shall be bonded by a surety registered to do business in the Commonwealth of Virginia in an amount commensurate with their authority and potential liability.

14. **METHOD AND TIMING OF PAYMENT** - The GRANTEE shall utilize Request for Payment procedures as specified in the MANUAL. The GRANTEE shall request funds only for those amounts which have been obligated, encumbered or expended through other accounts and which can be expended upon receipt or soon thereafter. To this end, the GRANTEE shall develop a financial management system which provides for timely expenditure of requested grant funds.

15. **DRAWDOWN AND PAYMENT OF GRANT FUNDS** - Drawdowns and expenditure of CDBG funds must be made subsequent to or in proportion to other funds within the budget per activity, and in accord with an agreed-upon pay-for-performance schedule.

16. **BUDGET REVISIONS/AMENDMENTS** - The GRANTEE shall not obligate, encumber, spend or otherwise utilize CIG funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless the GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions.

17. **CHANGE ORDERS** - DHCD must approve all change orders on construction contracts. Any change order, regardless of cost, which results in a change of project scope, will be a disallowed cost.

18. **TERMINATION, SUSPENSION, CONDITIONS** -

A. **FOR CAUSE** - If through any cause, the GRANTEE or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE or DHCD, the suspension may be lifted and the AGREEMENT shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

In the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.

- B. FOR CONVENIENCE - DHCD may terminate this AGREEMENT for convenience in the event that DHCD is no longer authorized as an agency to administer the CDBG program or if the federal funds allocated are no longer available.

The GRANTEE may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:

- i. The GRANTEE gives DHCD ten (10) days WRITTEN NOTICE; and
- ii. The PRODUCTS which have been initiated either have been completed and may be utilized in their stage of completion in a manner consistent with the objectives in the GRANTEE'S CIG Proposal, or will be completed by the GRANTEE through its own or other resources; and
- iii. The GRANTEE had honored or will honor all contractual obligations to third parties affected by the PROJECT; and
- iv. DHCD agrees to the termination.

A GRANTEE'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the GRANTEE'S future relationship with DHCD nor its future consideration as a CIG recipient.

19. SUBSEQUENT CONTRACTS - The GRANTEE shall remain fully obligated under the provisions of the CONTRACT DOCUMENTS notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the PRODUCTS for which the Grant assistance is being provided to the GRANTEE.

Any GRANTEE or CONTRACTOR or SUBCONTRACTOR which is not the APPLICANT shall comply with all the lawful requirements of the APPLICANT necessary to ensure that the PROJECT for which this assistance is being provided under this AGREEMENT is carried out in accordance with the APPLICANT'S Assurances and Certifications.

Grantees shall obtain a financial disclosure report from all contractors, subcontractors, developers, and consultants which certifies the financial interest of all officers, directors, principal stockholders, or other persons who will have a \$50,000 or 10 percent or greater interest in the contract whichever is lower.

20. POLITICAL ACTIVITY PROHIBITED - None of the funds, materials, property or services contributed by the DHCD or the GRANTEE, under this AGREEMENT, shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election or defeat of any candidate for public office.
21. INTEREST OF MEMBER OF AGENCY AND OTHERS - No officer, member, or employee of the GRANTEE and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT shall participate in any decision relating to this AGREEMENT which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

22. OFFICIALS NOT TO BENEFIT - No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise therefrom.
23. CERTIFICATIONS - The GRANTEE certifies that it will comply with the following:
- A. Freedom of Information Act;
 - B. Virginia Conflict of Interest Act; and
 - C. Virginia Fair Employment Contracting Act.
24. BENEFICIARIES - There are no third party beneficiaries of this AGREEMENT. The provisions contained in these CONTRACT DOCUMENTS represent the entire AGREEMENT between DHCD and the GRANTEE. The provisions are designed to assist in meeting the community needs of the GRANTEE identified in the GRANTEE'S CIG proposal, but are not designed to accrue to the specific benefit of any individual person or entity residing or located in the GRANTEE'S community or elsewhere. Consequently, the terms of these CONTRACT DOCUMENTS may be enforced by DHCD or the GRANTEE exclusively and not by any individual person or entity residing or located in the GRANTEE'S community or elsewhere as a third-party beneficiary of this contract.
25. AUDITS – All GRANTEES that receive funding during a program year and/or have projects in progress are required to submit financial statements to DHCD. Required statements are as follows: Financial Statement**, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Financial Statements that have been audited by an independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the *minimal* standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

| Threshold Requirement | Document |
|---|--|
| Total annual expenditures ≤\$100,000 (Regardless of source) | Financial Statement(s) prepared by organizations** |
| Total annual expenditure between \$100,001 and \$300,000 (Regardless of source) | Reviewed Financial Statement(s) prepared by an Independent Certified Public Accountant (CPA) |
| Total annual expenditures > \$300,000 (Regardless of source) | Financial Statement(s) that have been audited by an Independent CPA |
| Federal expenditures ≥\$750,000 | 2 CFR 200 Subpart F Audit – Audited by an Independent CPA |

**Does not require preparation by a CPA

Required financial statements must be submitted yearly, within nine (9) months after the end of your fiscal year or 30 (thirty) days after it has been accepted (reviewed financial Statement(s), audited financial statement(s), and 2 CFR 200 Subpart F audit only) -whichever comes first.

Entities must electronically submit their financial statement(s), reviewed financial statement(s), audit financial statement(s), 2 CFR 200 Subpart F audit in DHCD's Centralized Application and Management System (CAMS,) which requires the organization to register in CAMS at <https://dmz1.dhcd.virginia.gov/camsportal/Login.aspx>. Entities are required to have a DHCD reviewed and approved current audit or financial statement(s) in order to submit a remittance request.

Additional reporting requirement (for local governments and non-profit organizations)

In accordance with the Code of Federal Regulations, Title 2 CFR Part 200 Subpart F, non-Federal entities that expend \$750,000 or more in federal awards within the entity's fiscal year are required to complete a "Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations" (see Appendix A for sample form), upload your audit to CAMS and submit a copy of your Audited Financial Statement to the Federal Audit Clearinghouse at: <https://harvester.census.gov/facweb/files/2013%20Form%20SF-SAC.pdf>.

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at: <https://www.dhcd.virginia.gov/sites/default/files/Docx/audit-policy/dhcd-audit-policy.pdf>.

ASSURANCES/CERTIFICATIONS

The GRANTEE hereby assures and certifies that:

1. It possesses legal authority to execute the PROJECT.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the PROJECT application including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the GRANTEE to act in connection with the PROJECT application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of GRANTEE approved by the Virginia Department of Housing and Community Development:
 - A. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.5(a) through (h) which further the purposes of NEPA insofar as the provisions of such Federal law apply to this Grant;
 - B. Is authorized and consents on behalf of the GRANTEE and himself to accept the jurisdiction of the Federal and Commonwealth of Virginia courts for the purpose of enforcement of his responsibilities as such an official.
4. It will comply with the regulations, policies, guidelines and requirements of the Code of Federal Regulations 2 CFR 200, as amended or replaced from time to time, as they relate to the PROJECT, acceptance, and use of Federal funds under this Grant; and, as applicable, all State laws and administrative requirements which may supersede them (by virtue of being more stringent).
5. It will comply with:
 - A. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - B. Section 906 of Public Law 100-625 (Cranston-Gonzalez National Affordable Housing Act) which prohibits discrimination on the basis of religion or religious affiliation. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation.
 - C. Executive Order 11246, as amended (Contracts/subcontracts above \$10,000)

During the performance of this contract, the GRANTEE agrees as follows:

- (1) The GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The GRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates

of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The GRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the GRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The GRANTEE will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The GRANTEE will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the GRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the GRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The GRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The GRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a GRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the GRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

D. Subcontracts

Each contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

6. All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount – no minimum threshold.
7. All parties to this contract hereby agree to comply with the provisions of Section 109 of the *Housing and Community Development Act or 1974*, as amended which provides: No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity of any dollar amount – no minimum threshold.
8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
9. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
10. It will require buildings or facilities designed with funds provided under this Grant to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1980, in accordance with the Virginia Uniform Statewide Building Code. The Grantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
11. It will comply with Section 3 of the *Housing and Urban Development Act of 1968*, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
12. It will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards and Executive Order 12088 relating to the prevention, control, and abatement of water pollution.
13. It will comply with Section 104 (l) of the *Housing and Community Development Act of 1974*, as amended, in that: it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is subject of such nonviolent civil rights demonstration within its jurisdiction.

Lou Wallace, Russell County Board of Supervisors

Date



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

The Honorable Jackson H. Miller
Director

Tracy Louise Winn Banks, Esq.
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

July 19, 2022

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

RE: Russell County Victim Witness Program

Dear Lonzo Lester:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **23-O1108VW19** and was approved for a total award of **\$70,000**, funded in part through Award Numbers **2019-V2-GX-0054**, **2020-V2-GX-0048**, and **15POVC-21-GG-00602-ASSI**. The project period is **07/01/2022** through **06/30/2023**.

Included with this letter is a Statement of Grant Award/Acceptance (SOGA). Please note hard copies of the General Special Conditions, as well as the Reporting Requirements and Projected Due Dates, are now referred to as **Conditions and Requirements** and will be posted online at <https://www.dcjs.virginia.gov/grants/grant-requirements> within the next two weeks.

In addition to the general Special Conditions, there may be grant specific Special Conditions related to your Grant Award called Encumbrances. If there are any, please submit documents related to your Encumbrances via the On-line Grants Management System (OGMS) at <https://ogms.dcjs.virginia.gov/>. If you have not previously done so, you must register in order to use this web-based system. The instructions on *Registering for a New Account* and *Submitting Action Item Encumbrances* are posted here <https://www.dcjs.virginia.gov/grants/ogms-training-resources> along with other resources and training videos. All registrants will be approved within 3 – 5 business days.

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to grantsmgmt@dcjs.virginia.gov. If you have questions, contact

your DCJS Grant Monitor **Sharon Reed** at **804-658-8179** or via email at **Sharon.reed@dcjs.virginia.gov**.

Sincerely,

A handwritten signature in black ink, appearing to read "Jackson Miller", written in a cursive style.

Jackson Miller

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

| |
|--|
| SFY 2022-2023 Victim Witness Grant Program (Year 2) |
|--|

| | |
|-------------------------|---|
| Subgrantee: Russell | |
| DCJS Grant Number: | 23-O1108VW19 |
| UEI Number: | WMRHA68SMK19 |
| Grant Start Date: | 07/01/2022 |
| Grant End Date: | 06/30/2023 |
| Federal Grant Number: | 2019-V2-GX-0054, 2020-V2-GX-0048, and 15POVC-21-GG-00602-ASSI |
| Federal Awardee: | OVC |
| Federal Catalog Number: | 16.575 |
| Project Description: | To provide direct services for crime victims. |
| Federal Start Date: | 10/1/2018, 10/1/2019, and 10/1/2020 |

| | |
|----------------------|-------------------------------|
| Federal Funds: | \$49,000 |
| State General Funds: | \$0 |
| State Special Funds: | \$21,000 |
| Local Match: | \$0 |
| | |
| Total Budget: | \$70,000 |
| Indirect Cost Rate: | _____ % *If applicable |

| Project Director | Project Administrator | Finance Officer |
|--|---|--|
| Casie Hess Victim Witness Director 53 E. Main Street Lebanon, Virginia 24266 276-889-8225 casie@russellcountyca.com | Lonzo Lester Russell County County Administrator 137 Highland Drive Lebanon, Virginia 24266 276-889-8000 lonzo.lester@russellcountyva.us | Alicia McGlothlin Russell County Treasurer 137 Highland Drive Lebanon, Virginia 24266 276-889-8028 alicia.mcglathlin@bvua.net |

***Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____
 Authorized Official (Project Administrator)

Title: _____

Date: _____

Russell County Electoral Board

Archie T. Combs Herbert W. Scott Harry J. Monk
Chairman Vice Chairman Secretary

96 Russell Street • PO Box 1003 • Lebanon, Virginia 24266

Phone: (276) 889-8006 • Fax: (276) 889-8022

GoVote167@bvuv.net • www.RussellCountyVA.us

August 16, 2022

Russell County Board of Supervisors
137 Highland DR, Suite A
Lebanon, VA 24266

Ladies and Gentlemen:

In addition to reporting in-person voting by precinct, recent changes to code sections §24.2-709.1. and 24.2-667.1 mandate that mailed ballots be reported separately and be processed beginning seven days before the election. The provisions are as follows:

"...the sealed ballot envelope shall be deposited into a secure container provided for such purpose, in which it shall remain until the general registrar initiates the process of opening the sealed ballot envelopes deposited into the secure container and inserting such ballots into optical scan counting equipment without initiating any ballot count totals...Such process shall be mandatory beginning on the seventh day immediately preceding the election."

"The general registrar shall also report to the Department of Elections the number and results of absentee ballots cast early in person pursuant to § 24.2-701.1 separately from the number and results of all other absentee ballots. The Department shall establish standards for ascertaining and reporting such information."

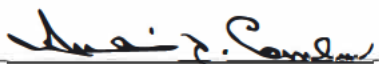
Prior to this, one voting machine was used for both mail and in-person early voters. To comply with this legislation however, a separate voting machine must now tabulate mail ballots. Atlantic Election Services, provider of Russell's voting machines has submitted the cost of the additional machine. This machine is identical to the ones currently in operation at the precincts.

Please refer to the enclosure and see below for a brief explanation:

| Item | Notes |
|------------------------|---|
| ICE Tabulator with ATI | The voting machine includes the tabulator and the bin. The tabulator sits on the bin, receives the inserted ballot, and guides the ballot into the bin. |

Thank you for your continued support in conducting elections for the voters and candidates of Russell County. If you have any questions, please let us know.

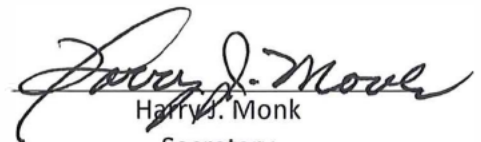
Sincerely,



Archie T. Combs
Chair



Herbert W. Scott
Vice-Chair



Harry J. Monk
Secretary

Enclosure

Atlantic Election Services, Inc.
Voting Machine Service and Sales

500 Watch Hill Road
Midlothian, VA 23114
Voice: (804) 543-4207 Fax: (804) 643-7114

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 8/12/2022 | 557 |
| P.O. No. | Due Date |
| | 9/11/2022 |

Russell County Electoral Board
Diana Shorter
Director of Elections & General Registrar
96 Russell St
Lebanon, VA 24266-4558

| | |
|--------------------|-------------------|
| Balance Due | \$8,625.00 |
|--------------------|-------------------|

| Qty | Description | Amount |
|-----|------------------------|----------|
| 1 | ICE Tabulator with ATI | 8,625.00 |

| | |
|--------------|-------------------|
| Total | \$8,625.00 |
|--------------|-------------------|

Thank you. We appreciate your business!

Russell County



Voter Registration & Elections Office

Diana R. Shorter
GR / Director of Elections

Alyssa L. Looney
Deputy Registrar

96 Russell Street · PO Box 383 · Lebanon, Virginia 24266

Phone : (276) 889-8006 · Fax : (276) 889-8022

GoVote167@bvuv.net · www.RussellCountyVA.us

DATE: August 25, 2022

TO: Russell County Board of Supervisors

RE: VOTER REDISTRICTING UPDATE

Redistricting the voters of Russell County is in its final stage. All registrations now reflect the enumeration changes to the Senate and the House of Delegates Districts and the expansion of HOD District 43 into the precincts of Cooks Mill, Elk Garden, and Honaker.

The Code requires voters to be notified by mail (§ 24.2-306 (B), 24.2-114(13)). Alyssa Looney estimated the cost of supplies and postage to mail 19,074 voter cards and determined the fiscal impact to be \$17,000.

However, due to a budget amendment, the Department of Elections (ELECT) will be mailing the notices. To comply with the requirement to notify voters within 15 days of the affected election, they will be sent in mid-September. Once mailed, the voter redistricting process will be complete.

The election laws enacted in the last years have increased the cost and the intricacy of elections. I appreciate the support that you, as the local governing body, provide to this office. And I am glad to be the purveyor of the good news that Russell will not incur the cost of the voter redistricting notices.

Sincerely,

Diana R. Shorter
GR/DOE

The Board of Supervisors of Russell County, in regular meeting on the 12th day of September 2022, adopted the following:

RESOLUTION FOR HIGHWAY SYSTEM CHANGES RESULTING FROM THE CONSTRUCTION OF VIRGINIA DEPARTMENT OF TRANSPORTATION PROJECT 7058-097-105, G302, G303

WHEREAS, the Virginia Department of Transportation has constructed a HUD Urban Renewal Site and relocated a portion of the Clinch River under Project 7058-097-105, G302, G303 that have necessitated highway system changes on Route 751, and

WHEREAS, the project sketch and VDOT Form AM4.3, attached and incorporated herein as a part of this resolution, define adjustments required in the secondary systems of state highways as a result of that construction, and

WHEREAS, Bush Place, a public street maintained by the Town of Saint Paul, VA was constructed under Project 7058-097-105, G303 and serves the same citizens as served by that portion of Route 751 identified on the project sketch and VDOT Form AM4.3 to be abandoned, which portion of Route 751 was demolished during construction of Project 7058-097-105, G302, G303; and

WHEREAS, the portion of old road identified to be discontinued are deemed by the Virginia Department of Transportation to no longer provide sufficient public benefit to warrant maintenance at public expense as part of the secondary system of state highways, and

NOW, THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to abandon Segment B-C from the secondary system of state highways, pursuant to §33.2-912 of the Code of Virginia, and

BE IT FURTHER RESOLVED, this Board supports the action of the Commonwealth Transportation Board to discontinue Segment A-B as a part of the secondary system of state highways, pursuant to §33.2-908 of the Code of Virginia, and

BE IT FINALLY RESOLVED, the Russell County Board of Supervisors orders that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

Recorded Vote
Moved By: _____
Seconded By: _____
Yeas: _____
Nays: _____

A Copy Teste:

Lonzo Lester, County Administrator

IN RUSSELL COUNTY

38278151

By Resolution of the governing body adopted September 5, 2022

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state

A Copy Testee **Signed (County Official):** _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision: 7058-097-105, G302, G303

Abandonment - Project by VDOT §33.2-912

| Route Number | Street Name | From Termini | To Termini | Length | Number Of Lanes | Recordation Reference | Right of Way Width |
|--------------|-------------|-----------------------|-----------------------|--------|-----------------|-----------------------|--------------------|
| 751 | | 0.03 MI W RTE 640 [B] | 0.16 MI W RTE 640 [C] | 0.13 | | | |

Discontinuance - VDOT Project §33.2-908

| Route Number | Street Name | From Termini | To Termini | Length | Number Of Lanes | Recordation Reference | Right of Way Width |
|--------------|-------------|---------------|-------------------------|--------|-----------------|-----------------------|--------------------|
| 751 | | ROUTE 640 [A] | 0.03 MI W ROUTE 640 [B] | 0.03 | | | |

SEGMENT A-B: ROUTE 751-SECTION 33.2-908 DISCONTINUANCE
from Route 640 to 0.03 mi. W Route 640, L = 0.03 mile

SEGMENT B-C: ROUTE 751-SECTION 33.2-912 ABANDONMENT
from 0.03 mi W Rte 640 to 0.16 mi W Rte 640, L = 0.13 mile

SEGMENT D-E: ROUTE 640-MILEAGE SPLIT
from Rte 761 to Rte 900, L = 0.65 mile

NOTE: BUSH PLACE WAS CONSTRUCTED AS THE REPLACEMENT ROAD FOR ROUTE 751. IT IS A PUBLIC STREET MAINTAINED BY THE TOWN OF ST. PAUL, VA & NOT IN THE VDOT SYSTEM

7058-097-105, G303
HUD URBAN RENEWAL SITE

7058-097-105, G302
TVA CLINCH RIVER CHANNEL CHANGE

TO RTE-63

58

St Paul frito lay

TO RTE 270

900

E

640



LEGEND:

- ABANDONMENT —
- DISCONTINUANCE —
- MILEAGE SPLIT —
- EXISTING ROUTE —
- RAILROAD
- PRIVATE DRIVE - - -

NOT TO SCALE

Drawn by John Bellling 08-12-2022

Changes in the Secondary System of State Highways resulting from construction of:
PROJECT 7058-097-105, G302, G303
VA DEPT. OF TRANSPORTATION
BRISTOL DISTRICT
LEBANON RESIDENCY
RUSSELL COUNTY (083)

Page 1 - CSA Supplemental Allocation Request Form — FY22

Date Created: 8/10/2022

Date Printed: 8/10/2022

Locality(FIPS): Russell (167)

Base Rate: 0.1894

Contact Person: Pam Hendrickson-Wimmer (pamela.wimmer@dss.virginia.gov)

of Supplement Requested: 2

We certify that the information provided in this request for a supplemental allocation is accurate, and that the costs within the request were unanticipated and are required costs for specific mandated children pursuant to Section 2.2-5211.C of the Children's Services Act. All cases have been assessed, where required, by the Family Assessment and Planning Team and comply with the provisions of the Code of Virginia, the CSA Manual, and the Appropriations Act. The Supplement Request calculation is based on the locality's local match rate for each expenditure code at the time of the supplement request creation.

THIS REQUEST IS FOR FISCAL YEAR FY22

| | | Local Match Rate | Actual FY22 Mandated Net Expenditure (*Excludes Pended Pool Report) (a) | Projected FY22 Additional Expenditure (b) | Total FY22 Actual+Projected Expenditure (a + b = c) | Local Share FY FY22 Actual+Projected Expenditure (c * local match rate = d) | State Share FY FY22 Actual+Projected Expenditure (c - d = e) |
|---|---|------------------|---|---|---|---|--|
| 1. CONGREGATE CARE / MANDATED RESIDENTIAL SERVICES | | | | | | | |
| 1a. | Foster Care - IV-E children in Licensed Residential Congregate Care; pool expenditures for costs not covered by IV-E (i.e., non room-and-board) | 0.2367 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| 1b. | Foster Care - all others in Licensed Residential Congregate Care | 0.2367 | \$91,628.10 | 0 | \$91,628.10 | \$21,688.37 | \$69,939.73 |
| 1c. | Residential Congregate Care - CSA Parental Agreements ; DSS Noncustodial Agreements | 0.2367 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| 1e. | Educational Services - Congregate Care | 0.1894 | \$80,003.10 | 9880 | \$89,883.10 | \$17,023.86 | \$72,859.24 |
| I | CONGREGATE CARE / MANDATED RESIDENTIAL SERVICES SUBTOTAL (Sum of lines 1a+1b+1c+1e) | | \$171,631.20 | \$9,880.00 | \$181,511.20 | \$38,712.23 | \$142,798.97 |
| 2. OTHER MANDATED SERVICES | | | | | | | |
| 2a. | Treatment Foster Care - IV-E | 0.1894 | \$548,201.52 | 0 | \$548,201.52 | \$103,829.37 | \$444,372.15 |
| 2a.1 | Treatment Foster Care | 0.1894 | \$424,967.95 | 577 | \$425,544.95 | \$80,598.21 | \$344,946.74 |
| 2a.2 | Treatment Foster Care - CSA Parental Agreements ; DSS Noncustodial Agreements | 0.1894 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| 2b. | Specialized Foster Care - IV-E; Community Based Services | 0.1894 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| 2b.1 | Specialized Foster Care | 0.1894 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| 2c. | Family Foster Care - IV-E; Community Based Services | 0.0947 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| 2d. | Family Foster Care Maintenance only | 0.1894 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| 2e. | Family Foster Care - Children receiving maintenance and basic activities payments; independent living Stipend/Arrangements | 0.1894 | \$171,223.72 | 0 | \$171,223.72 | \$32,429.77 | \$138,793.95 |
| 2e1. | State Kinship Guardianship | 0.1894 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| 2e2. | Federal Kinship Guardianship | 0.1894 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| 2f. | Community - Based Services | 0.0947 | \$6,989.76 | 70 | \$7,059.76 | \$668.56 | \$6,391.20 |
| 2f.1 | Community Transition Services - Direct Family Services to Transition from Residential to Community | 0.0947 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| 2g. | Special Education Private Day Placement | 0.1894 | \$61,251.70 | 49698 | \$110,949.70 | \$21,013.87 | \$89,935.83 |
| 2i. | Psychiatric Hospitals/Crisis Stabilization Units | 0.1894 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| II. | OTHER MANDATED SERVICES SUBTOTAL (Sum of lines 2a+2a1+2a2+2b+2b1+2c+2d+2e+2e1+2e2+2f+2f1+2g+2i) | | \$1,212,634.65 | \$50,345.00 | \$1,262,979.65 | \$238,539.78 | \$1,024,439.87 |
| III. | GRAND TOTAL (Line I + Line II) | | \$1,384,265.85 | \$60,225.00 | \$1,444,490.85 | \$277,252.01 | \$1,167,238.84 |

from another county. Two children were placed in residential and educational services were rendered. Additional children came into Foster Care and were placed in TFC but Medicaid did not approve TFC Case Management.

Page 2 - CSA Supplemental Allocation Request Form — FY22

Date Created: 8/10/2022

Date Printed: 8/10/2022

Locality(FIPS): Russell (167)

Base Rate: 0.1894

Contact Person: Pam Hendrickson-Wimmer (pamela.wimmer@dss.virginia.gov)

of Supplement Requested: 2

We certify that the information provided in this request for a supplemental allocation is accurate, and that the costs within the request were unanticipated and are required costs for specific mandated children pursuant to Section 2.2-5211.C of the Children's Services Act. All cases have been assessed, where required, by the Family Assessment and Planning Team and comply with the provisions of the Code of Virginia, the CSA Manual, and the Appropriations Act. The Supplement Request calculation is based on the locality's local match rate for each expenditure code at the time of the supplement request creation.

THIS REQUEST IS FOR FISCAL YEAR FY22

| | | Total | Local Share | State Share |
|-----|--|----------------|--------------|----------------|
| A. | Current Total Pool Allocation: Total dollar amount of pool funds allocated for FY22 which includes initial-allocation and any approved supplemental allocations/adjustments. This includes mandated and non-mandated pool funds available. | \$1,384,890.64 | \$266,110.92 | \$1,118,779.72 |
| B. | Current Non-Mandated Protected Amount: Total dollar amount of current non-mandated protected funds. | | | \$31,345.00 |
| C. | Non-Mandated Costs : Amount of Actual Non-Mandated expenditures. (RESIDENTIAL/CONGREGATE CARE) | | | \$0.00 |
| C1. | Non-Mandated Costs: Amount of Actual Non-Mandated expenditures. (COMMUNITY BASED) | | | \$0.00 |
| D. | Unused Non-Mandated Protected Funds Available: (Line B - Line C - Line C1) | | | \$31,345.00 |
| E. | Mandated Funds Available: This number represents the existing allocated funds available for the mandated population. (Line A - Line B + Line D) | | | \$1,118,779.72 |
| F. | Net Projected Mandated Expenditure (without WRAP)(excluding pended reports) (From Page 1, Line III) | | | \$1,167,238.84 |
| L. | Supplemental Allocation Funds/Additional Mandated Funds requested for pool reports reimbursement (without WRAP) - all the three columns should be greater than \$50: (Line F - Line E) | \$59,600.21 | \$11,141.09 | \$48,459.12 |
| M. | Submitted Mandated Net Expenditure (without WRAP) (including pended reports): This is the total mandated dollar amount that your locality has submitted for FY22. This total is calculated based on the first PEND or SUBMIT of this supplement request. | \$1,384,265.85 | \$265,852.01 | \$1,118,413.84 |
| N. | Projected Mandated Funds remaining for future pool reports reimbursement (without WRAP) after this supplement is fully funded - all the three columns should be greater than \$50: (Line E + Line L - Line M) | \$60,225.00 | \$11,400.00 | \$48,825.00 |

IMPORTANT!

Actual signatures on the cover page are required on local documentation. Documentation must be maintained which supports the supplemental allocation being requested is only for mandated (or "sum sufficient") children. That reasonable projections have been made to estimate the amount of Supplemental funds needed.

All three columns of line L and line N should be greater than \$50 for a successful Submit. This supplemental request does not reflect WRAP-Around Funds or WRAP-Around Expenditures. A separate funding request form specific to WRAP-Around funds must be used to request additional Wrap-Around funding.

Submit

Pend

(Please click only once. DO NOT press back button. If your system is facing latency, please wait.)



Lonzo Lester <lonzo.lester@russellcountyva.us>

Updated School recession money June 2022

1 message

alicia.mcglathlin@bvu.net <alicia.mcglathlin@bvu.net>

Wed, Aug 24, 2022 at 9:53 AM

To: Lonzo Lester <lonzo.lester@russellcountyva.us>

Cc: Lou Jessee Wallace <design_printers@email.com>

Mr. Lester,

The amount of recession money from the School Board has changed. We previously thought that the amount would be \$574,752.18. But that has changed to \$356,522.13.

The reason for the change is Brooke Webb the new Finance Director for the schools failed to send a payroll check register for June 2022. While balancing the School's bank statement for July 2022 there were checks on the statement that I hadn't received a check register for in June 2022.

I contacted Brooke and she stated that she failed to send all the check registers.

I have attached all correspondence between myself and Brooke for your records.

If you or the board have questions about this please feel free to contact me.

Alicia K. McGlothlin
Treasurer of Russell County
276-889-8030
alicia.mcglathlin@bvu.net
Website: www.russellcountyva.us

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School Board recession fund 2022.pdf
263K

alicia.mcglathlin@bvum.net

From: alicia.mcglathlin@bvum.net
Sent: Friday, July 22, 2022 3:11 PM
To: 'Brooke Webb'
Subject: School Trial Balance June 2022
Attachments: School TB June 2022.pdf

Brooke,

I have attached the Trial Balance. Please let me know at your earliest convenience if we balance with each other. If we do, it looks like 574,752.18 will be coming back to the county in recession funds.

Thanks for your help.

Alicia

Alicia K. McGlothlin
Treasurer of Russell County
276-889-8030
alicia.mcglathlin@bvum.net
Website: www.russellcountyva.us

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School
June 2022

| ACCOUNT # | DESCRIPTION | DATE | REFERENCE/PO# | CURRENT AMT | YEAR-TO-DATE |
|-------------------|-------------|------|---------------|-------------|--------------|
| ** SCHOOL FUND ** | | | FUND#-205 | | |
| ** SCHOOL FUND ** | | | MAJOR-000000 | | |
| ** ASSETS ** | | | MAJOR-000100 | | |

| | | | | | |
|-------------|----------------------------|-----------|-----------------|--------------|--------------|
| 000100-0100 | Cash in Fund - School Fund | 7/19/2022 | B.FWD. | | 482,522.13 |
| | -TREASURER CAS 2022/06 | 6/02/2022 | CS-001-20220602 | 547,962.40 | |
| | -TREASURER CAS 2022/06 | 6/06/2022 | CS-001-20220606 | 31,205.08 | |
| | -TREASURER CAS 2022/06 | 6/09/2022 | CS-001-20220609 | 531,831.12 | |
| | -TREASURER CAS 2022/06 | 6/17/2022 | CS-001-20220617 | 11,455.00 | |
| | -TREASURER CAS 2022/06 | 6/22/2022 | CS-001-20220622 | 1,048,472.79 | |
| | -TREASURER CAS 2022/06 | 6/23/2022 | CS-001-20220623 | 231,583.73 | |
| | -TREASURER CAS 2022/06 | 6/24/2022 | CS-001-20220624 | 219,534.96 | |
| | -TREASURER CAS 2022/06 | 6/25/2022 | CS-001-20220625 | 758,443.08 | |
| | -TREASURER CAS 2022/06 | 6/25/2022 | CS-001-20220625 | 6,442,184.31 | |
| | -TREASURER CAS 2022/06 | 6/27/2022 | CS-001-20220627 | 318,076.20 | |
| | -TREASURER CAS 2022/06 | 6/29/2022 | CS-001-20220629 | 2,835,849.94 | |
| | -TOTAL- | | | 92,230.05 | 574,752.18 * |

| | | | | | |
|-------------|-----------------|-----------|--------|-----|----------|
| 000100-0109 | Cash - Textbook | 7/19/2022 | B.FWD. | .00 | 845.00 * |
| | -TOTAL- | | | .00 | 845.00 * |

| | | | | | |
|-------------|----------------------------------|-----------|--------|-----|---------|
| 000100-0111 | Cash in Fund (Literary Loan-Hon) | 7/19/2022 | B.FWD. | .00 | 25.00 * |
| | -TOTAL- | | | .00 | 25.00 * |

| | | | | | |
|-------------|------------------------------------|-----------|--------|-----|---------|
| 000100-0112 | Cash in Fund (Lit Loan Leb Middle) | 7/19/2022 | B.FWD. | .00 | 25.00 * |
| | -TOTAL- | | | .00 | 25.00 * |

| | | | | | |
|-------------|------------------------------------|-----------|--------|-----|---------|
| 000100-0113 | Cash in Fund (Lit Loan-Castlewood) | 7/19/2022 | B.FWD. | .00 | 25.00 * |
| | -TOTAL- | | | .00 | 25.00 * |

| | | | | | |
|-------------|----------------------------|-----------|-----------------|------------|----------------|
| 000100-0200 | Cash in Fund - School Food | 7/19/2022 | B.FWD. | | 1,786,091.72 |
| | -TREASURER CAS 2022/06 | 6/22/2022 | CS-001-20220622 | 13,739.66 | |
| | -TREASURER CAS 2022/06 | 6/25/2022 | CS-001-20220625 | 176,331.93 | |
| | -TREASURER CAS 2022/06 | 6/27/2022 | CS-001-20220627 | 202,723.51 | |
| | -TREASURER CAS 2022/06 | 6/29/2022 | CS-001-20220629 | 5,622.28 | |
| | -TOTAL- | | | 45,753.52 | 1,831,845.24 * |

| | | | | | |
|-----------------------------|-----------------|--|--|--|--------------|
| DEPT TOTAL..... | BALANCE FORWARD | | | | 2,269,533.85 |
| | CURRENT MONTH | | | | 137,983.57 |
| | ENCUMBRANCE | | | | .00 |
| | YEAR TO DATE | | | | 2,407,517.42 |
| ** LIABILITIES ** | | | | | |
| ** FUND BALANCE ACCOUNTS ** | MAJOR-000200 | | | | |
| | MAJOR-000300 | | | | |

| | | | | | |
|-------------|--------------------------|-----------|--------|-----|----------------|
| 000300-0100 | Fund Balance-School Fund | 7/19/2022 | B.FWD. | .00 | 1,225,659.84- |
| | -TOTAL- | | | .00 | 1,225,659.84-* |

| ACCOUNT # | DESCRIPTION | DATE | REFERENCE/PO# | CURRENT AMT | YEAR-TO-DATE |
|-----------|-------------|------|---------------|-------------|--------------|
|-----------|-------------|------|---------------|-------------|--------------|

** SCHOOL FUND **

** FUND BALANCE ACCOUNTS **

Fund Balance-School Fund

DEPT TOTAL.....

| | | | | | |
|-------------|-----------------|--|--|---------------|--|
| 000300-0100 | BALANCE FORWARD | | | 1,225,659.84- | |
| | CURRENT MONTH | | | .00 | |
| | ENCUMBRANCE | | | .00 | |
| | YEAR TO DATE | | | 1,225,659.84- | |

** School Fund Revenues **

** REVENUE **

010000-0100 County Funds Appropriated

-TREASURER CAS 2022/06

-TOTAL-

DEPT TOTAL.....

| | | | | | |
|--|-----------------|--|--|---------------|--|
| | BALANCE FORWARD | | | 8,342,873.92- | |
| | CURRENT MONTH | | | 758,443.08- | |
| | ENCUMBRANCE | | | 758,443.08- | |
| | YEAR TO DATE | | | 9,101,317.00- | |

** REVENUE FROM USE OF MONEY, ETC**

** CHARGES FOR EDUCATION **

016120-0100 Local Receipts-School Fund

-TREASURER CAS 2022/06

-TREASURER CAS 2022/06

-TOTAL-

DEPT TOTAL.....

| | | | | | |
|--|----------------------------------|--|--|-------------|--|
| | BALANCE FORWARD | | | 536,700.73- | |
| | CURRENT MONTH | | | 31,205.08- | |
| | ENCUMBRANCE | | | 11,455.00- | |
| | YEAR TO DATE | | | 9,259.75- | |
| | REVENUE FROM USE OF MONEY, ETC** | | | 51,919.83- | |
| | CHARGES FOR EDUCATION ** | | | 87,807.90- | |
| | YEAR TO DATE | | | 87,807.90- | |

** REVENUES FROM STATE **

** REVENUES FROM STATE **

024020-0100 State Receipts

-TREASURER CAS 2022/06

-TREASURER CAS 2022/06

-TREASURER CAS 2022/06

-TOTAL-

DEPT TOTAL.....

| | | | | | |
|--|--------------------------|--|--|----------------|--|
| | BALANCE FORWARD | | | 34,273,954.07- | |
| | CURRENT MONTH | | | 547,962.40- | |
| | ENCUMBRANCE | | | 531,831.12- | |
| | YEAR TO DATE | | | 1,039,213.04- | |
| | REVENUES FROM STATE ** | | | 219,534.95- | |
| | CHARGES FOR EDUCATION ** | | | 318,076.20- | |
| | YEAR TO DATE | | | 318,076.20- | |

| ACCOUNT # | DESCRIPTION | DATE | REFERENCE/PO# | CURRENT AMT | YEAR-TO-DATE |
|-------------|--|-----------|---------------|---------------|-----------------|
| 024020-0100 | ** SCHOOL FUND ** | | FUND#-205 | | |
| | ** REVENUES FROM STATE ** | | MAJOR-024020 | | |
| | State Receipts | | | | |
| | -TREASURER CAS 2022/06 6/29/2022 CS-001-20220629 | | | 2,604,266.15- | 39,534,837.94-* |
| | -TOTAL- | | | 5,260,883.87- | |
| 024020-0200 | State Sales Tax | 7/19/2022 | B.FWD. | | 4,656,727.36- |
| | -TREASURER CAS 2022/06 6/23/2022 CS-001-20220623 | | | 231,583.79- | |
| | -TREASURER CAS 2022/06 5/29/2022 CS-001-20220629 | | | 231,583.79- | |
| | -TOTAL- | | | 463,167.58- | 5,119,894.94-* |
| 024020-0300 | SNAP Receipts | 7/19/2022 | B.FWD. | .00 | 851,657.79- |
| | -TOTAL- | | | | 851,657.79-* |
| 024020-0400 | State Receipts (School Food) | 7/19/2022 | B.FWD. | | 2,577,202.61- |
| | -TREASURER CAS 2022/06 6/22/2022 CS-001-20220622 | | | 5,622.28- | |
| | -TREASURER CAS 2022/06 6/27/2022 CS-001-20220627 | | | 202,723.51- | |
| | -TREASURER CAS 2022/06 6/29/2022 CS-001-20220629 | | | 5,622.28- | |
| | -TOTAL- | | | 213,968.07- | 2,791,170.68-* |
| | BALANCE FORWARD | | | | 42,359,541.83- |
| | CURRENT MONTH | | | | 5,938,019.52- |
| | ENCUMBRANCE | | | | .00 |
| | YEAR TO DATE | | | | 48,297,561.33- |
| | ** School Fund Expenses ** | | MAJOR-000999 | | |
| | ** SCHOOL FUND ** | | MAJOR-067100 | | |
| 067100-0100 | School Debt Principal Payment | 7/19/2022 | B.FWD. | | 806,635.41 |
| | -TREASURER CAS 2022/06 6/25/2022 CS-001-20220625 | | | 92,500.00 | |
| | -TOTAL EXPENDITURE- | | | 92,500.00 | 899,135.41 * |
| 067100-0200 | School Debt Interest Payment | 7/19/2022 | B.FWD. | | 370,810.84 |
| | -TREASURER CAS 2022/06 6/25/2022 CS-001-20220625 | | | 18,622.50 | |
| | -TOTAL EXPENDITURE- | | | 18,622.50 | 389,433.34 * |
| | BALANCE FORWARD | | | | 1,177,446.25 |
| | CURRENT MONTH | | | | 111,122.50 |
| | ENCUMBRANCE | | | | .00 |
| | YEAR TO DATE | | | | 1,288,568.75 |
| | ** SCHOOL EXPENDITURES ** | | MAJOR-091100 | | |
| 091100-5847 | School Fund Expenditures | 7/19/2022 | B.FWD. | | 47,001,945.49 |
| | -TREASURER CAS 2022/06 6/25/2022 CS-001-20220625 | | | 6,331,061.81 | |
| | -TOTAL EXPENDITURE- | | | 6,331,061.81 | 53,333,007.30 * |

| ACCOUNT # | DESCRIPTION | DATE | REFERENCE/PO# | CURRENT AMT | YEAR-TO-DATE |
|-----------|-------------|------|---------------|-------------|--------------|
|-----------|-------------|------|---------------|-------------|--------------|

| | | | | | |
|---------------------------|---------------------------------|-----------|-----------------|------------|----------------|
| ** SCHOOL FUND ** | | | | | |
| | FUND#-205 | | | | |
| ** SCHOOL EXPENDITURES ** | | | | | |
| | MAJOR-091100 | | | | |
| 091100-5847 | School Fund Expenditures | | | | |
| 091100-5850 | School Food Expenditures | 7/19/2022 | B.FWD. | 176,331.93 | 1,945,969.17 |
| | -TREASURER CAS 2022/06 | 6/25/2022 | CS-001-20220625 | 176,331.93 | 2,122,301.10 * |
| | -TOTAL EXPENDITURE- | | | | |
| 091100-5900 | Transfer to General from School | 7/19/2022 | B.FWD. | .00 | 149,572.08 |
| | -TOTAL EXPENDITURE- | | | | 149,572.08 * |

DEPT TOTAL..... BALANCE FORWARD 49,097,486.74

CURRENT MONTH 6,507,393.74

ENCUMBRANCE .00

YEAR TO DATE 55,604,880.48

Water/Sewer Services

MAJOR-098000

| | | | |
|-----------------|----------------|---------------|----------------|
| FUND TOTAL..... | 2,269,533.85 | 137,983.57 | 2,407,517.42 |
| FUND TOTAL..... | 1,225,659.84- | 1,225,659.84- | 1,225,659.84- |
| FUND TOTAL..... | 51,318,807.00- | 6,756,499.81- | 58,075,306.81- |
| FUND TOTAL..... | 50,274,932.99 | 6,618,516.24 | 56,893,449.23 |
| FUND TOTAL..... | .00 | .00 | .00 |
| FUND TOTAL..... | .00 | .00 | .00 |

A S S E T S

L I A B I L I T Y

R E V E N U E

E X P E N S E

ENCUMBRANCE

alicia.mcglathlin@bvunet

From: alicia.mcglathlin@bvunet
Sent: Monday, July 25, 2022 3:49 PM
To: 'Brooke Webb'
Subject: RE: Trial Balance

Brooke,

Is it your debt service? 111,125.50

Alicia

From: Brooke Webb <bwebb@russell.k12.va.us>
Sent: Monday, July 25, 2022 3:41 PM
To: alicia.mcglathlin@bvunet
Subject: Trial Balance

I am off on the School Fund Expenditures by almost \$100,000. I know it is almost the end of your day and I have someone in my office filling out paperwork that will probably take me until almost 5pm. Any help would be greatly appreciated.

Thank you,

--

Brooke Webb
Director of Finance
School Board Clerk
Russell County Public Schools
276.889.6515
bwebb@russell.k12.va.us

Disclaimer: Electronic Mail regarding matters associated with a student enrolled in the Russell County Public Schools may be considered part of a child's educational record and subject to disclosure and retention as part of the child's educational record.

alicia.mcglathlin@bvu.net

From: alicia.mcglathlin@bvu.net
Sent: Monday, July 25, 2022 4:17 PM
To: 'Brooke Webb'
Subject: RE: Trial Balance

That is your void for payroll deductions 1157.67

Alicia

From: Brooke Webb <bwebb@russell.k12.va.us>
Sent: Monday, July 25, 2022 4:01 PM
To: alicia.mcglathlin@bvu.net
Subject: Re: Trial Balance

I had just seen that. Thank you. Now I am off by \$1157.67. I think I am going cross eyed from looking at this all day :) I will look again tomorrow.

On Mon, Jul 25, 2022 at 3:49 PM <alicia.mcglathlin@bvu.net> wrote:

Brooke,

Is it your debt service? 111,125.50

Alicia

From: Brooke Webb <bwebb@russell.k12.va.us>
Sent: Monday, July 25, 2022 3:41 PM
To: alicia.mcglathlin@bvu.net
Subject: Trial Balance

I am off on the School Fund Expenditures by almost \$100,000. I know it is almost the end of your day and I have someone in my office filling out paperwork that will probably take me until almost 5pm. Any help would be greatly appreciated.

Thank you,

--

Brooke Webb

Director of Finance

School Board Clerk

Russell County Public Schools

276.889.6515

bwebb@russell.k12.va.us

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--

Brooke Webb

Director of Finance

School Board Clerk

Russell County Public Schools

276.889.6515

bwebb@russell.k12.va.us

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alicia.mcglathlin@bvu.net

From: alicia.mcglathlin@bvu.net
Sent: Tuesday, July 26, 2022 10:00 AM
To: 'Brooke Webb'
Subject: RE: Trial Balance

No, we're good.

Alicia

From: Brooke Webb <bwebb@russell.k12.va.us>
Sent: Tuesday, July 26, 2022 9:20 AM
To: alicia.mcglathlin@bvu.net
Subject: Re: Trial Balance

They wanted us to quit printing out so much so I was trying to look at it all on the computer. Next month I am just going to print it all so I can see everything!

Looks like we balance. Thank you for your patience. Do I need to send you anything else?

On Mon, Jul 25, 2022 at 4:17 PM <alicia.mcglathlin@bvu.net> wrote:

That is your void for payroll deductions 1157.67

Alicia

From: Brooke Webb <bwebb@russell.k12.va.us>
Sent: Monday, July 25, 2022 4:01 PM
To: alicia.mcglathlin@bvu.net
Subject: Re: Trial Balance

I had just seen that. Thank you. Now I am off by \$1157.67. I think I am going cross eyed from looking at this all day :) I will look again tomorrow.

On Mon, Jul 25, 2022 at 3:49 PM <alicia.mcglathlin@bvu.net> wrote:

Brooke,

alicia.mcglathlin@bvum.net

From: alicia.mcglathlin@bvum.net
Sent: Thursday, August 18, 2022 11:42 AM
To: 'Brooke Webb'
Subject: missing checks

Brooke,

I have a debit on bank statement for July for payroll in the amount of 904.75. I can't find a check register for that amount.

Also, I have check that have came through on the July bank statement for June (915135-915159) that I didn't receive a check register for in June.

Can you get me this information please.

Thanks for your help

Alicia

Alicia K. McGlothlin
Treasurer of Russell County
276-889-8030
alicia.mcglathlin@bvum.net
Website: www.russellcountyva.us

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alicia.mcglathlin@bvu.net

From: alicia.mcglathlin@bvu.net
Sent: Friday, August 19, 2022 8:43 AM
To: 'Brooke Webb'
Subject: RE: missing checks

Brooke,

I still need all the check registers for July. I have to be balanced with reports to other offices by the 25th of each month. If you can get me those today I would greatly appreciate it.

Thanks,

Alicia

From: Brooke Webb <bwebb@russell.k12.va.us>
Sent: Thursday, August 18, 2022 3:36 PM
To: alicia.mcglathlin@bvu.net
Subject: Re: missing checks

I am so sorry about that. I don't know how I missed those. Tammy and I were actually discussing this last night. They are attached.

I have looked and cannot find a debit for \$904.75 in July. The only thing I saw for that amount was on the June Payroll Direct Deposit from June 30 #236754-236755. I will keep looking though.

On Thu, Aug 18, 2022 at 11:41 AM <alicia.mcglathlin@bvu.net> wrote:

Brooke,

I have a debit on bank statement for July for payroll in the amount of 904.75. I can't find a check register for that amount.

Also, I have check that have came through on the July bank statement for June (915135-915159) that I didn't receive a check register for in June.

Can you get me this information please.

Thanks for your help

Alicia

Alicia K. McGlothlin

Treasurer of Russell County

276-889-8030

alicia.mcglathlin@bvva.net

Website: www.russellcountyva.us

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--

Brooke Webb

Director of Finance
School Board Clerk
Russell County Public Schools
276.889.6515
bwebb@russell.k12.va.us

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alicia.mcglathlin@bvum.net

From: alicia.mcglathlin@bvum.net
Sent: Friday, August 19, 2022 12:36 PM
To: 'Brooke Webb'
Subject: June 2022 updated Trial Balance
Attachments: June 2022 updated Trial Balance.pdf

Brooke,

I've attached the updated trial balance. Please let me know if we balance.

Thanks.

Alicia K. McGlothlin
Treasurer of Russell County
276-889-8030
alicia.mcglathlin@bvum.net
Website: www.russellcountyva.us

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alicia.mcglathlin@bvu.net

From: Brooke Webb <bwebb@russell.k12.va.us>
Sent: Monday, August 22, 2022 9:44 AM
To: alicia.mcglathlin@bvu.net
Subject: Re: June 2022 updated Trial Balance

The updated June trial balance matches my records.

Thank you for your help.

On Fri, Aug 19, 2022 at 12:35 PM <alicia.mcglathlin@bvu.net> wrote:

Brooke,

I've attached the updated trial balance. Please let me know if we balance.

Thanks.

Alicia K. McGlothlin

Treasurer of Russell County

276-889-8030

alicia.mcglathlin@bvu.net

Website: www.russellcountyva.us

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--
Brooke Webb

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School Board Clerk
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bwebb@russell.k12.va.us

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WIRE TRANSFER CREDIT NATIONAL OPIOIDS SETTLMNT FUND 250 ROCKETTS WAY
RICHMOND, VA XXXX3231 VA XXXX3231 US XXXX0815B2Q8921CXXX5316
XXXX0815MMQFMPUFXXX0031 XXXX1625FT03

8/15/2022


+\$43,265.96

 Add tags

 Add notes

 Add images



 Ask us about this transaction

First Bank and Trust Company - 1 Treasurers Office

WIRE TRANSFER CREDIT NATIONAL OPIOIDS SETTLMNT FUND 250 ROCKETTS WAY RICHMOND, VA 23231 VA 23231 US
20220815B2Q8921C005316 20220815MMQFMPUF000031 08151625FT03



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.

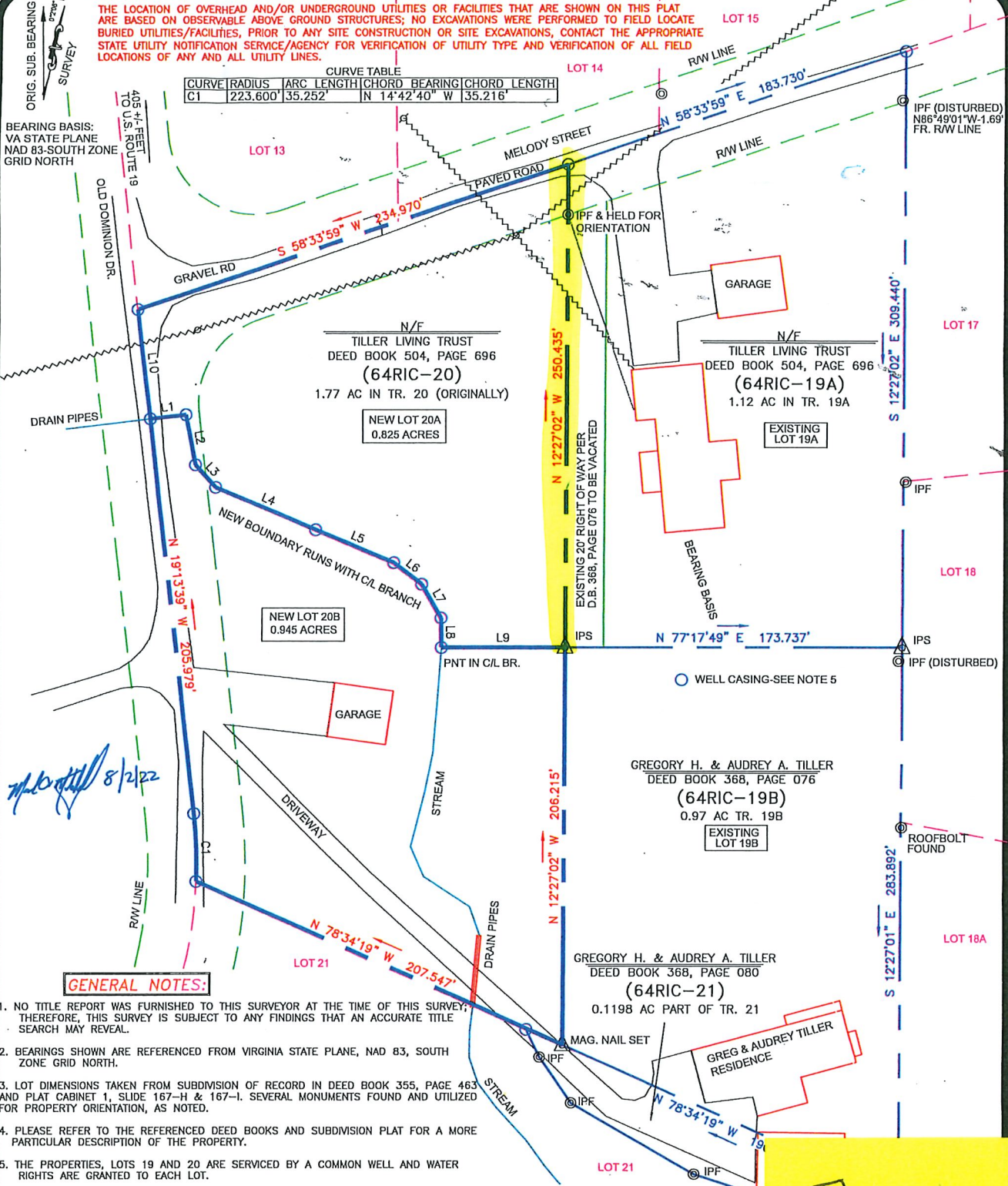
RUSSELL COUNTY TOURISM COORDINATOR

The Russell County Tourism Coordinator performs work in all aspects of a comprehensive tourism program for Russell County attracting tourists to the County for its historical and natural assets. Employee will work with local businesses and other tourism representatives to promote visitation. Employee must exercise tact and courtesy in frequent contact with volunteers, employees, business representatives, agency representatives, and the public. Employee reports to the County Administrator.

1. Creates and/or directs the creation of marketing media, including brochures, posters, flyers, print and web advertisements, and social media. Maintain and periodically update County's Tourism website and social media accounts.
2. Plans and arranges distribution and placement of marketing items; routinely assesses inventory throughout sites for restocking or removal. Selects and recommends placement and evaluates the effectiveness of distribution locations.
3. Provides input on tourism budget recommendations for the annual operating budget; monitors revenue and expenditure reports; makes recommendations for advertising and merchandise expenditures; research availability of and assists with grant applications.
4. Routinely meets with business and other tourism representatives to share information in order to better promote Russell County as a tourism destination. Partners with lodging, restaurants, and specialty shop owners/managers to create special package deals; maintains a constant flow of useful and accurate information. Explores opportunities to expand tourism assets and information services.
5. Serves on the Tourism Advisory Committee. Represents Russell County at tourism related workshops, seminars, and meetings. Reads various professional journals and other literature to enhance and maintain knowledge of trends and developments in the tourism industry.
6. Makes presentations to local civic, business, historical, and cultural groups regarding Russell's tourism efforts and to solicit volunteers. Supports local and regional events that impact tourism.
7. Responds to consumer inquiries via phone, mail, email and/or in person. Prepares tourism informational packets. Provides up-to-date information for local event calendars, Virginia Tourism Corporation website, and other travel-related websites.
8. Provides training programs and familiarization trips for employees of tourism-related businesses (program development, speaker solicitation, development of training materials).
9. Prepares a variety of analytical studies, reports, manuals, and related information to include regular financial and visitation reports. Provides information and reports of performance measures and budget.

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.

| CURVE | RADIUS | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|----------|------------|---------------|--------------|
| C1 | 223.600' | 35.252' | N 14°42'40" W | 35.216' |



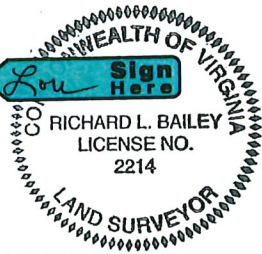
7/10/22 till 8/2/22

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 VIRGINIA STATE PLANE, NAD 83, SOUTH ZONE GRID NORTH.
- LOT DIMENSIONS TAKEN FROM SUBDIVISION OF RECORD IN DEED BOOK 355, PAGE 463 AND PLAT CABINET 1, SLIDE 167-H & 167-I. SEVERAL MONUMENTS FOUND AND UTILIZED FOR PROPERTY ORIENTATION, AS NOTED.
- PLEASE REFER TO THE REFERENCED DEED BOOKS AND SUBDIVISION PLAT FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY.
- THE PROPERTIES, LOTS 19 AND 20 ARE SERVICED BY A COMMON WELL AND WATER RIGHTS ARE GRANTED TO EACH LOT.
- A 20' RIGHT OF WAY ACROSS THE WESTERN LINE OF LOT 19A IS TO BE VACATED WITH THIS CONVEYANCE.

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 70°48'35" E | 18.073' |
| L2 | S 24°12'47" E | 26.479' |
| L3 | S 54°35'03" E | 15.748' |
| L4 | S 79°47'55" E | 56.288' |
| L5 | S 79°51'12" E | 43.865' |
| L6 | S 64°53'37" E | 18.289' |
| L7 | S 42°45'00" E | 20.284' |
| L8 | S 13°29'58" E | 15.148' |
| L9 | N 77°17'49" E | 64.116' |
| L10 | S 19°13'39" E | 56.871' |

Russell County Board of Supervisors
Lawrence W. ..., Chair
 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.
Richard L. Bailey 10-28-21
 SURVEYOR'S SIGNATURE DATE



0' 50' 100' 150'
 LOTS LOCATED IN FREE STATE FARM SUBDIVISION NEAR ROSEDALE IN RUSSELL COUNTY, VIRGINIA
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

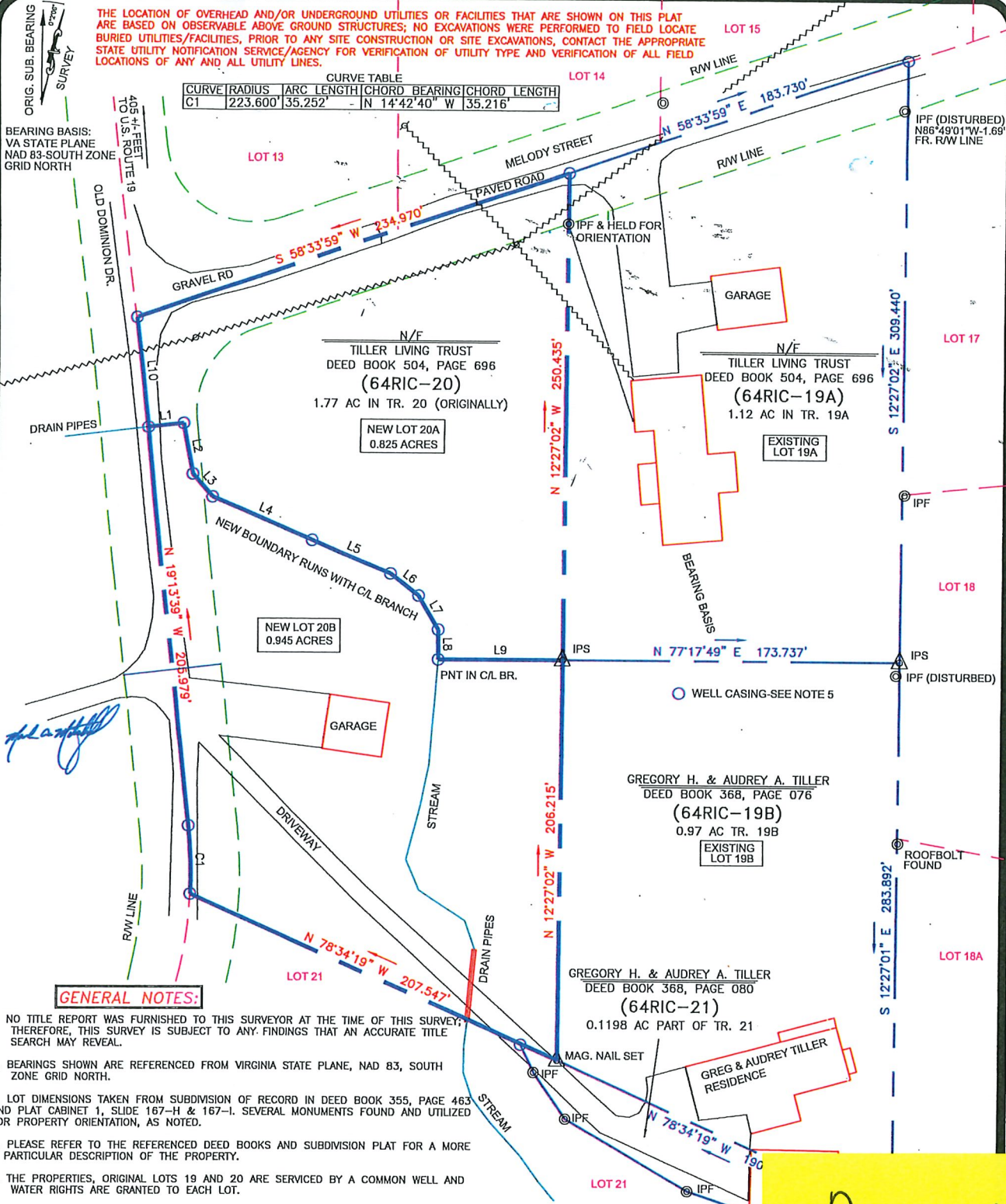
DRAWN BY: RLB
 CHECKED BY: DLB
 DATE: 10-28-2021
 SCALE: 1"=50'
 PROJ. NO.: BELS 2167-P60

PLAT OF SURVEY OF THE FREE STATE FARM SUBDIVISION NEAR ROSEDALE IN RUSSELL COUNTY, VIRGINIA
 OF THE RESURVEY OF THE TILLER LIVING TRUST DEED BOOK 504, PAGE 696 (64RIC-20) AND DEED BOOK 504, PAGE 696 (64RIC-19A) AND DEED BOOK 368, PAGE 076 (64RIC-19B) AND DEED BOOK 368, PAGE 080 (64RIC-21) STANDS IN THE AU

This is the plat that was approved. The other is revised w/out Right of way.

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.

| CURVE | RADIUS | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|----------|------------|---------------|--------------|
| C1 | 223.600' | 35.252' | N 14°42'40" W | 35.216' |



TILLER LIVING TRUST
DEED BOOK 504, PAGE 696
(64RIC-20)
1.77 AC IN TR. 20 (ORIGINALLY)
NEW LOT 20A
0.825 ACRES

TILLER LIVING TRUST
DEED BOOK 504, PAGE 696
(64RIC-19A)
1.12 AC IN TR. 19A
EXISTING LOT 19A

NEW LOT 20B
0.945 ACRES

GREGORY H. & AUDREY A. TILLER
DEED BOOK 368, PAGE 076
(64RIC-19B)
0.97 AC TR. 19B
EXISTING LOT 19B

GREGORY H. & AUDREY A. TILLER
DEED BOOK 368, PAGE 080
(64RIC-21)
0.1198 AC PART OF TR. 21

GREG & AUDREY TILLER
RESIDENCE

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 VIRGINIA STATE PLANE, NAD 83, SOUTH ZONE GRID NORTH.
- LOT DIMENSIONS TAKEN FROM SUBDIVISION OF RECORD IN DEED BOOK 355, PAGE 463 AND PLAT CABINET 1, SLIDE 167-H & 167-I. SEVERAL MONUMENTS FOUND AND UTILIZED FOR PROPERTY ORIENTATION, AS NOTED.
- PLEASE REFER TO THE REFERENCED DEED BOOKS AND SUBDIVISION PLAT FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY.
- THE PROPERTIES, ORIGINAL LOTS 19 AND 20 ARE SERVICED BY A COMMON WELL AND WATER RIGHTS ARE GRANTED TO EACH LOT.

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 70°46'35" E | 18.073' |
| L2 | S 24°12'47" E | 26.479' |
| L3 | S 54°35'03" E | 15.748' |
| L4 | S 79°47'55" E | 56.288' |
| L5 | S 79°51'12" E | 43.865' |
| L6 | S 64°53'37" E | 18.289' |
| L7 | S 42°45'00" E | 20.284' |
| L8 | S 13°29'58" E | 15.148' |
| L9 | N 77°17'49" E | 64.116' |
| L10 | S 19°13'39" E | 56.871' |

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.
Richard L. Bailey 10-28-21
SURVEYOR'S SIGNATURE DATE



0' 50' 100' 150'
LOTS LOCATED IN FREE STATE FARM SUBDIVISION NEAR ROSEDALE IN RUSSELL COUNTY, VIRGINIA
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

DRAWN BY: RLB
CHECKED BY: DLB
DATE: 10-28-2021
SCALE: 1"=50'
PROJ. NO.: BELS 2167-P60

PLAT OF SURVEY OF THE FREE STATE FARM THE RESURVEY OF LOTS 19A AND 20 CURRENTLY STANDS IN THE NAME OF GREG & AUDREY TILLER

Approved @ PC
Needs BOS Approval
removed Right of way
between father & son
Revised plat

Russell County Board of Supervisors

276-889-8000

Travel Request Approval Form

| | |
|--------------------------|--|
| Date Submitted | 1-Sep-22 |
| Employee Name(s) | Kelly McBride Delph |
| Department | Russell County Public Library |
| Phone | 276-889-8044 |
| Email (optional) | |
| Destination | Richmond VA |
| Purpose/ Dates of Travel | attend Library of Va meeting <i>Sept 22-23</i> |

| Anticipated Expenses | | | | | |
|------------------------|----------------------------|---------------------------------|-----------|--------------------|--------------|
| Type of Expense | Description of Expense | Daily Expenses (Except Airfare) | # of Days | Total Expenses | Amt Approved |
| Airfare | | | | | |
| Ground Transportation | | | | | |
| Conf/Registration Fees | | | | | |
| Lodging | | \$137.00 | 2 | \$301.40 | |
| Meals and Tips | | | | | |
| Mileage | 332 mi x \$.5 = 166 | \$166.00 | | \$166.00 | |
| Other | | | | | |
| Employee Signature | | Grand Total | | \$467.40 | |
| Department Head | <i>Kelly McBride Delph</i> | Date Signed | | <i>1 Sept 2022</i> | |
| Co Admin Signature | | Date Approved | | | |

X expenses paid by state aid *X*

Russell County Board of Supervisors


276-889-8000

Travel Request Approval Form

| | | | | | |
|-----------------------------|--|---------------------------------|----------------------|----------------|--------------|
| Date Submitted | 7/26/2022 | | | | |
| Employee Name(s) | Belinda Levy | | | | |
| Department | Russell County Public Library | | | | |
| Phone | 276-614-5514 | | | | |
| Email (optional) | blevy@russell.lib.va.us | | | | |
| Destination | Chattanooga, TN | | | | |
| Purpose of Travel | Association for Rural + small libraries conference 9/14 - 9/17 | | | | |
| Anticipated Expenses | | | | | |
| Type of Expense | Description of Expense | Daily Expenses (Except Airfare) | # of Days | Total Expenses | Amt Approved |
| Airfare | | | | | |
| Ground Transportation | | | | | |
| Conf/Registration Fees | Conference Registration | | 3 | 275.00 | |
| Lodging | Chattanooga Marriott Downtown 9/14 - 9/17 | 139.00 per night 71.93 tax | 3 | 488.93 | |
| Meals and Tips | | | | | |
| Mileage | | | | | |
| Other | | | | | |
| | | | Grand Total | 763.93 | |
| Employee Signature | Belinda Levy | | Date Signed | 7/26/2022 | |
| Co Admin Signature | | | Date Approved | | |

***** Employee must submit two signed copies at time of request*****

Paid via local & Friends funds, Kelly McBride Delfino



You & your guest are cordially invited to the
Southwest Virginia Community College

Annual Scholarship Banquet

to be held

Tuesday, September 27, 2022

6:00 p.m.

SWCC King Community Center

Please RSVP by September 16, 2022

(276) 964-7351 or stacey.mcghee@sw.edu

MONTHLY BANK BALANCES

July 31, 2022

| | |
|--|----------------------|
| Regular Account | 8,090,285.19 |
| Employee Insurance | 4,611,444.10 |
| Employee Claims Account | 1,000.00 |
| Non-Judicial Reals Estate Sales | 13,313.00 |
| Russell Co. Housing Fund | 4,424.36 |
| School Textbook | 24,975.37 |
| Sheriff Domestic Violence | 1,183.35 |
| Petty Cash Treasurer | 261.70 |
| Sheriff Seized Assets | 59,470.83 |
| Sheriff Restitution | 4,110.25 |
| Sheriff Forfeited Assets | 406.26 |
| Comm Attorney Forfeited Assets | 32,148.46 |
| Sheriff Federal Forfeited Assets | 7,528.46 |
| Comm Attorney Fed Justice Forfeited Assets | 85,894.35 |
| Commonwealth Attorney Abanoned Property | 500.00 |
| Sheriff Federal Justice Forfeited Assets | 7,921.10 |
| Sheriff Special Projuects | 47,424.36 |
| SSI Recipients | 0.05 |
| First Sentinel Bank | 0.00 |
| Bank of Honaker | 7,743.40 |
| New Peoples Bank | 105,108.76 |
| Certificates of Deposit General | 49,575.00 |
| Treasurer's Money Market | 2,705,847.87 |
| Certificate of Deposit Library Donations | 24,788.80 |
| Certificate Of Deposit Employee Insurance | 2,000,000.00 |
| Total Cash In Bank | 17,885,355.02 |
| Cash In Office | 2,986.26 |
| Petty Cash | 100.00 |
| TOTAL CASH | 17,888,441.28 |

| ACCOUNT | DATE | July 31, 2022 |
|----------------------------------|----------------------|----------------------|
| | DEBIT | CREDIT |
| Cash in Office | 2,986.26 | |
| Cash in Bank | 17,885,355.02 | |
| Petty Cash | 100.00 | |
| General Fund | | 4,111,172.82 |
| Non-Judicial Real Estate Sales | | 13,313.00 |
| Sheriff In State Trip | | 32,783.95 |
| Sheriff Dare Fund | | 100.00 |
| Sheriff Seized Assets | | 59,470.83 |
| Sheriff Restitution | | 4,110.25 |
| Sheriff Forfeited Assets | | 406.26 |
| Comm Attorney Forfeited Assets | | 32,148.46 |
| Honaker Library Donations | | 24,783.87 |
| Russell County Housing Fund | | 4,424.36 |
| Sheriff Federal Forfeited Assets | | 7,528.46 |
| Sheriff Domestic Violence | | 1,183.35 |
| Comm Attorney Abandoned Prop | | 500.00 |
| Comm Attorney Fed Justice | | 85,894.35 |
| Sheriff Fed Justice Forfeited | | 7,921.10 |
| Sheriff's Special Projects | | 47,424.36 |
| Social Services | | (478,178.30) |
| Swva Asap | | 25,347.76 |
| Coal Road Improvement | | 759,572.31 |
| CSA | | (545,837.82) |
| School Fund | | 425,566.96 |
| School Food | | 1,759,412.13 |
| School Textbook | | 24,975.37 |
| Regional Adult Education | | 254,017.27 |
| Petty Cash Treasurer | | 261.70 |
| COVID 19 | | 2,068.07 |
| Litter Fund Trash Pickup | | (26,604.06) |
| American Rescue Act | | 4,431,612.62 |
| Current Credit | | (219.22) |
| Current Debit | | 14.44 |
| Title XX | | 11,321.05 |
| SSI Recipients | | 0.05 |
| Damage Stamp Fund | | 2,823.98 |
| Valley Heights | | 87,418.11 |
| Dante Sewer | | 53,706.00 |
| Employee Health Insurance | | 4,611,444.10 |
| Employee Insurance COD | | 2,000,000.00 |
| Employee Insurance Claims | | 1,000.00 |
| Law Library | | 61,406.76 |
| Special Welfare | | 45,606.59 |
| Housing Fund #2 | | 7,700.00 |
| Russell Co Health & Fitness | | 132,865.92 |
| Cannery | | (202,077.68) |
| WIB | | 10,051.75 |
| Total | 17,888,441.28 | 17,888,441.28 |

July 14, 2022

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on July 14, 2022 at 5:30 P.M. at the Russell County Conference Center.

MEMBERS

PRESENT: Richard Lockridge, Chairman
Tony Dodi, Vice Chairman
Carlton Elliott, Secretary
Harry Ferguson, Member
John Stamper, Member
Donnie Christian, Member
DeAnna Jackson, Member
Roger Sword, Member

ABSENT: Jarred Glass, Member

STAFF: Ernie McFaddin, Executive Director
Jeff Campbell, Attorney

GUESTS:

The Chairman called the meeting to order at 5:30 P.M.

Secretary called the roll and recorded the roll call.

APPROVAL OF MINUTES

Upon motion made by Donnie Christian, second by DeAnna Jackson and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the minutes of the June 9, 2022 meeting.

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson
R. Sword

Absent: J. Glass

Nay: None

FINANCIAL REPORT

Upon motion made by Tony Dodi, second by Roger Sword, and duly approved by the Industrial Development Authority of Russell County, Virginia approving the June 2022 financial reports and approve paying invoices presented, and the additional payment to Campbell Chafin Law Firm for \$1295.00.

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson
R. Sword

Absent: J. Glass

Nay: None

GUEST COMMENT

Mr. Frank Kilgore presented a project considering the feasibility of constructing a road to Laurel Bed Lake. Mr. Kilgore's non-profit organization is seeking a \$25,000.00 grant from VCEDA for the feasibility study.

ATTORNEY'S REPORT

Mr. Campbell informed the board the Project 'Whale' option agreement has been finalized and signed.

EXECUTIVE DIRECTOR'S REPORT

The Executive Director informed the IDA, Mr. Kilgore's request for funding of the feasibility study will come from VCEDA local funds. The board directed the Executive Director to speak with VCEDA about using regional funds, and to speak with VDOT and AEP about the project.

The Executive Director informed the board, representatives from VEDP have been in the area the last few weeks viewing our industrial sites. The current program with VEDP allows for infrastructure grants on industrial sites that are 50 plus acres.

The Executive Director was questioned about the lease of the Health Department section of the Government Center. The Executive Director stated the lease has been executed and the lease payments will be made, however the County Administrator and the Health Department are at odds over the proposed budget.

The USDA lease application for the Probation office building is in process. The proposed lease term has been amended from a 3-year lease to 10 years.

Russell Place project funds have been reallocated to demolish the front corner of the building.

The Probation project is 99% complete on the inside and the personnel have moved in. The outside should be completed in the next few weeks, weather permitting.

The Executive Director has rough sketches for the inside improvements for the Acme Building. The next step is to get the plans drawn up and request bids for the update.

CLOSED SESSION

Upon motion made by Tony Dodi, second by Donnie Christian 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 Business (7) & (8) Legal.

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson
R. Sword

Absent: J. Glass

Nay: None

RECONVENE TO PUBLIC SESSION

Upon motion made by Tony Dodi, second by John Stamper, 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: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson
R. Sword

Absent: 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 Call Vote Was:

| | | | |
|-------------------|-----|------------------|--------|
| Richard Lockridge | Yes | DeAnna Jackson | Yes |
| Carlton Elliott | Yes | Donnie Christian | Yes |
| Harry Ferguson | Yes | Jarred Glass | Absent |
| Tony Dodi | Yes | John Stamper | Yes |
| Roger Sword | Yes | | |

MOTIONS FROM CLOSED SESSION

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

authorizing the Executive Director to apply to VCEDA for a loan up to \$2.5 million to construct a shell building on the Russell Place site.

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson
R. Sword

Absent: J. Glass

Nay: None

Upon motion made by Harry Ferguson, second by Donnie Christian, and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director and the Attorney to negotiate with Ceccato on reclaiming possession of the Russell Place Building.

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson
R. Sword

Absent: J. Glass

Nay: None

ADJOURNMENT

Upon motion made by DeAnna Jackson, second by Donnie Christian, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 8:50 PM.

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson
R. Sword

Absent: 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 137 Highland Drive Lebanon, VA 24266 on this 9th day of August 2022 at 6:00 PM.

1. The following members were present, constituting a quorum (4):
Cuba Porter, Chairman;
David Edmonds, Jr., Treasurer;
Clifford Hess;
Joe Huff;
Stephen Perkins;
Thomas Tignor;
Phillip Campbell; and
Rhonda Lester, Secretary.
2. Also present:
Tracy Puckett, RCPSA Interim Director;
Rita Baker, T&L;
Tim Mullins, T&L;
Katie Patton, Legal Counsel; and
Lonzo Lester, Russell County Administrator
3. All the above 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. Cuba Porter acted as Chairperson of the meeting and Rhonda Lester as Secretary of the meeting.
5. Cuba Porter introduced and welcomed new board member Phillip Campbell.
6. Cuba Porter opened the meeting with the Pledge of Allegiance followed by a prayer led by Stephen Perkins.
7. Motion to amend the agenda to read "Reorganization of Officers of the Russell County Board of Directors" as item a) under New Business made by David Edmonds, Jr., seconded by Clifford Hess, and unanimously adopted.
8. Minutes of the meeting dated June 27, 2022 were reviewed and, motion to approve as read made by Clifford Hess, seconded by Thomas Tignor and unanimously adopted.
9. Public Comments - None
10. Rhonda Lester presented to the meeting:
 - Bank Activity and Account Balances Reports

- Profit and Loss Reports

Motion to adopt financial reports as presented made by Clifford Hess, seconded by David Edmonds, Jr., and unanimously adopted.

11. Rhonda Lester presented to the meeting:

- Water Loss Reports

12. Rita Baker with Thompson & Litton presented to the meeting project updates from June 27, 2022 to date. (attached)

13. Tracy Puckett, Interim Director presented to the meeting Directors Report updates from June 27, 2022 to date. (attached)

14. Motion to go into executive session pursuant to VA code 2.2-3711 (A) (7) and (8) consultation with legal counsel regarding Crossroad Engineering matters made by Clifford Hess seconded by David Edmonds, Jr., and unanimously adopted.

Motion made by Clifford Hess seconded by David Edmonds, Jr., and duly approved by the Board of Directors to return to regular session.

Pursuant to § 2.2-3712(D) of the Code of Virginia 1950, as amended each member of the Board of Directors 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 Directors.

Any member of the Board of Directors 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.

A roll call vote was taken.

Cuba Porter: Yes

David Edmonds, Jr.: Yes

Clifford Hess: Yes

Joe Huff: Yes

Stephen Perkins: Yes

Thomas Tignor: Yes

Phillip Campbell: Yes

Yes: 7

No: 0

By a majority vote, motion to return to regular session was approved.

15. Old Business to Discuss:

- a) Cuba Porter inquired if there was a policy in place giving fire departments within the county an allowance of water usage through the meters at their fire department location; Rhonda Lester and Tracy Puckett reported that currently there was not a policy in place; it was the consensus of the Board that since each department could fill their tanks at hydrants within the county after a fire/emergency, no allowances of water usage through the meters at their fire department location would be given.
- b) Cuba Porter and Tracy Puckett reported to the Board that they were looking into putting at least one of the Green Valley Wells back into service.
- c) Cuba Porter reported to the Board that some customers had inquired about the \$3.00 Virginia Assessment Fee on their most recent bill; Tracy Puckett explained to the Board that the Virginia Department of Health charges a waterworks operations fee of \$3.00 per customer connection annually.

16. New Business to Discuss:

- a) Cuba Porter, Chairman turned the meeting over to Tracy Puckett, Interim Director, for the nomination and election for Chairman of the Board. Tracy Puckett opened the floor for nominations for Chairman of the Board. David Edmonds, Jr. nominated Cuba Porter for Chairman of the Board. There were no other nominations, so Tracy Puckett stated the nominations were closed.

Motion the nominations cease and elect Cuba Porter as Chairman by acclamation made by David Edmonds, Jr., seconded by Joe Huff, 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 David Edmonds, Jr. 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 David Edmonds, Jr. as Vice-Chairman by acclamation made by Clifford Hess, seconded by Thomas Tignor, and unanimously adopted.

Chairman Porter opened the floor for nominations for Treasurer of the Board. Clifford Hess nominated Stephen Perkins for Treasurer of the Board. There were no other nominations, so Chairman Porter stated the nominations were closed.

Motion the nominations cease and elect Stephen Perkins as Treasurer by acclamation made by Clifford Hess, seconded by Joe Huff, and unanimously adopted.

Motion to appoint Rhonda Lester for Secretary of the Board for a term of one year made by David Edmonds, Jr., seconded by Clifford Hess, and unanimously adopted.

Motion to appoint Katie Patton for Legal Counsel of the Board for a term of one year made by Thomas Tignor, seconded by Clifford Hess, and unanimously adopted.

17. Matters presented by the Board: None

18. There being no further business to come before the meeting, a motion to adjourn at 7:49 PM was made by Joe Huff seconded by Clifford Hess and adopted.

The next meeting is scheduled for September 20, 2022 at 6:00 PM.

Dated in the Commonwealth of Virginia on
the 9th day of August 2022.



(Signature)

Secretary Name: Rhonda Lester

RCPSA PROJECT UPDATES

August 9, 2022

GLADE HOLLOW/GLADE HILL WATER PROJECT

This project consists of replacing approximately 1.5 miles of old 2-inch galvanized line with 8-inch and 6-inch lines and adding fire protection to approximately 20 homes along with an additional area of Russell County that has approximately 20 homes of new service. VDH's offer was in the amount of \$523,000 grant and \$418,700 loan, Coalfield Water Development Fund approved \$75,000, and SW VA W/WW awarded \$120,000. Previously installed was 7,489 L.F. of 8-inch, 7,286 L.F. of 6-inch, 943 L.F. of 4-inch, 95 L.F. of 2-inch, 180 L.F. of 1-inch water line, 50 L.F. of road crossing, two eight-inch gate valve, seven 6-inch gate valves, three fire hydrants, one ARV, 41 ¾" service meters, 240 L.F. of ¾-inch service line, two sampling stations, and a 6-inch meter & vault set and tied into the Town of Lebanon. Paving was done along River Mountain Road. Project Inspection with VDH was held on May 11, 2022. No problems were noted.

NASH'S FORD/CLINCH MOUNTAIN ROAD

This project will be providing water service to approximately 58 customers. Offer letter has been received from VDH with 20% grant and 80% loan. Request letter asking for additional grant funds was submitted to VDH on 9/17/2021. Received Offer Letter from VDH for 70% grant and 30% Loan for this project. RCPSA & RCBOS approved acceptance of this offer from VDH. Design is underway. Met w/VDOT on May 12, 2022. *Working on submitting plans to VDH for review. Submitted Coalfield Water Development Fund Application to cover cost for Service Line Connections on July 25, 2022.*

BELFAST PHASE II WATER LINE PROJECT

VDH has approved the Change Order and plan sheets. Equipment was moved to the jobsite with construction starting on this project on 2/17/2022. Previously installed was 4,833 L.F. of 6-inch water line, 1 fire hydrant, and a Master Meter Vault. Paving, seeding, and clean up of project area has been done. This report period, 170 LF of 6-inch water line, Master Meter, and an ARV was installed. All that is lacking on this project is the PRV.

BELFAST PHASE III WATER LINE PROJECT

This project will consist of approximately 13,000 L.F. of 6-inch, 650 L.F. of 4-inch, 1,000 L.F. of 1-inch and 6,000 L.F. ¾-inch water line for approximately 47 residents in the Belfast Community. This Project has been awarded \$100,000 from CWDF and \$59,950 from SW VA W/WW Funds. \$640,000 has been approved by DHCD. A CWDF application for an additional \$100,000 has been approved. Waiting on DHCD to put Project under contract. A total of 280 L.F. of 6-inch water line, 20 L.F. of road crossing at the Arrowhead Intersection, 20 L.F. of 12-inch steel casing, one 6-inch gate valve at Springhill Intersection and two 6-inch gate valves at Arrowhead was previously installed.

CHIGGERSVILLE WATER LINE REPLACEMENT PROJECT

This project will consist of replacement of approximately 900 L.F. of 4-inch water line and 11 reconnects in the Chiggersville/Elam Road Community. This Project was awarded \$45,200.00 from the SW VA W/WW funds. Plans are complete. RCPSA and James Baker met w/VDOT on road crossing on Mew Road and line on Elam. Main line is complete. All that is lacking is taps for meters and pressure testing.

CASTLEWOOD WATER LINE REPLACEMENT PROJECT – STRAIGHT HOLLOW

VDH through their 2021 American Rescue Plan Act (ARPA) awarded this project \$1,490,000. Design is underway.

DANTE SEWER PROJECT

DHCD has approved \$2,500,000, \$150,000 was awarded from SWVA W/WW and the County has agreed to fund the remaining \$150,000 for this project. A Contract Negotiations meeting was held with DHCD on 2/16/2022. A Management Session meeting w/DHCD was held on May 12, 2022 @ 10:00.

SVCC STUDENT HOUSING PROJECT

Previously installed tee and 6-inch valve, 4-inch master meter, two 6-inch valves, two 2-inch valves, 700 feet of 6-inch water line and did pressure testing. Crew relocated 200 L.F. of water line. Water line is complete. Relocated 200 LF of 6-inch water line and installed approximately 200 LF of sewer line. *This reporting period, crew installed 1,400 LF of 3-inch Poly Pipe; 223 LF Directional Road Bore w/ Directionz Underground; Installed 223 LF of 12-inch Poly Casing; Installed (40) casing spacers 6-feet apart for sewer line; did clean up as weather permitted.*

ELK GARDEN WATER LINE EXTENSION PROJECT – TILLER TRAILER PARK

A DHCD application will be submitted for this project in December 2021. A funding meeting w/DHCD was held on May on May 12, 2022, they recommended the RCPSA pursue Construction Ready funds for this Project. *Currently, working with DHCD for the Construction Ready Application and Southwest VA Water & Waste Water Fund Application.*

BELFAST PHASE IV - HOUSE AND BARN MOUNTAIN

A Preliminary Engineering Conference was held on March 1, 2022 with VDH. A VDH Application was completed and submitted on April 6, 2022. Should receive offer letter from VDH in August 2022.

System Improvements - Phase I (WSL-027-17)

- Consists of 900 feet of water line replacement along Memorial Drive, 1,700 feet raw water pipe for Sargent Springs WTP, will be placed above ground, 3 water pumps, and receptacles and transfer switches for generator connections at WTP.
- Bids were opened on May 12, 2022 for the remaining approximate 1,000 L.F. for along Memorial Drive.

CASTLEWOOD AREA – POTENTIAL PROJECTS

Straight Hollow, Hummingbird Lane, Hill Top Dr., Wallace Hollow, Rocky Hollow, Timber Scent Rd. – Replacement of 15,300 L.F. of main line (various sizes) for approximately 110 customers with a proposed cost of \$2,692,500. A request for \$1,490,000 has been sent to VDH for funding for part of this project.

Rt. 63 Dante Rd./Bunchtown Rd. – Replacement of 6,000 L.F. of 8-inch main line for approximately 30 customers with a proposed cost of \$1,019,900.

Hospital Hollow, Back Street, and 2-inch service line off Bunchtown Rd. – Replacement of 1,750 L. F. of 4-inch main line for approximately 13 customers with a proposed cost of \$326,500.

Gravel Lick Road – PH I – Replacement of 15,200 L. F. of main line (various sizes) for approximately 100 customers with a proposed cost of \$2,865,000.

Gravel Lick Road – PH II – Replacement of 13,500 L.F. of 8-inch main line for approximately 28 customers with a proposed cost of \$1,949,100.

Banner Dr./Chiggersville (Griffith St., Dingus St., Powers St., 2-inch service lines, Lee Street/Longview Dr., Bates St., Radio Rd., Cedar St., N. Counts & E. Counts Dr.) – Replacement of 9,700 L.F. of main line (various sizes) for approximately 128 customers with a proposed cost of \$2,498,100.

Old Castlewood Area (Boyd Dr., Winchester St., Vinton St., Campbell St., Church St., Old Temple Dr., Porter St., Regan Dr., Valley Circle, Chafin, Farr St., Talbert St., Wohford Circle, Franks Dr., Beauchamp Dr., Quarry Rd./Roger Circle Rd., Quarry Rd/Whites St., Castlewood Quarry Office) – Replacement of 18,300 L.F of main line (various sizes) for approximately 155 customers with a proposed cost of \$3,457,500.

Honey Branch – Replacement of 1,850 L.F. of 4-inch main line for approximately 17 customers with a proposed cost of \$342,800.

Morefield Bottom – Replacement of 4,360 L.F. of main line (various sizes) for approximately 42 customers with a proposed cost of \$1,013,500.

Neece Street and Blackstone Lane – Replacement of 1,000 L.F. of 4-inch main line for approximately 16 customers with a proposed cost of \$310,000.

Rt. 732 - Crooked Branch – Replacement of 3,500 L.F. of 4-inch main line for approximately 17 customers with a proposed cost of \$416,800.

RCPSA INTERCONNECTION PROJECTS

Back Valley – To allow pumping from South Clinchfield to Big A Mountain. Will require two pump stations.

Pump Stations along Route 19/58 – To allow water purchase from Washington County. Cuba Porter, Harvey Hart, and James Baker had meeting with WCSA on 11/9/2021 to discuss this project.



**Russell County PSA
Board of Directors Meeting
Tuesday, August 9, 2022
Directors Report**

PSA Board Members,

Items listed below provide a brief description of work performed in all departments of the PSA.

1. **Belfast Phase II & III:** *We are currently still waiting to install the PRV vault since the Pressure Reducing Valves (PRV's) have not been delivered. We were able to get more pipe on-site for Phase III. Crews will return to begin installation on Phase III as soon as the college project has been completed. Also, there are a few easements that was not secured on this project from a few property owners. I will be meeting to discuss and address their concerns on August 4, 2022. I will report to the board on the meeting results.*
2. **Southwest Community College:** *All VDOT permits have been secured for the right-of-way and road bore. Road bore has been completed and the construction crew is currently working to complete this project as soon as possible. Clean-up is primarily all that is needed; however, weather has hindered completion.*
3. **Castlewood System Improvements Phase I (WSL-027-17):** *Notice of Awards have been issued and funding agreement has been signed. A Pre-Construction conference will be held at 10 am August 4, 2022. I will report to the board on the outcome of that meeting as well as the tentative starting dates.*
4. **House & Barn Mountain Project:** *Engineers has submitted a funding request to VDH. VDH has met concerning this project, however, we have received no response as of yet about any funding.*

5. **Elam Street Project:** *Project has been completed with the exception of some minor clean-up.*
6. **Fire Hydrants:** *It appears that most all hydrants are in working order across the county, with the exception of a couple. Crews will be returning to make these repairs or replacements soon. I am currently working on a routine maintenance schedule with the maintenance crews as well.*
7. **Sandy Ridge Project:** *We will be submitting an application for a planning grant on August 19, 2022.*
8. **Town of Lebanon Water Rates:** *I am currently working with Rhonda Lester and Steve Breeding to gather documentation on prior usage and charges. Once we have the total usage and charges, we will be able to provide the attorney with the overage amount. This will provide direction in how Legal Council will need to proceed in reaching a resolve with the town.*
9. **Sargent Spring/Crystal Well Drawdown Analysis:** *The updated quote resulted in no increase. We are currently working with CARDNO on a tentative date to schedule the drawdown.*
10. **Dante Sewer:** *Engineers are working with DHCD to get this project under contract. They are currently addressing DHCD comments.*
11. **Chiggersville Sewer:** *Engineers have submitted a funding application to DEQ. There is a good possibility that this project will be looked at with the present issues at hand as well as the Environmental Health documentation that was submitted along with the application.*
12. **Old Castlewood Galvanized Replacement Project:** *Rita Baker has discussed this project with VDH, and we will be submitting an application for funding in the spring.*
13. **Buchanan County Emergency:** *I reached out to Bob Anderson, BCPSA Director, to offer assistance in helping to restore water and sewer services to the residents of Buchanan County. We were able to send several of our staff as well as equipment for a total of 6 days to help restore services in heavily damages areas. Our crews worked in mainly the areas that had been impacted the most. Mr. Anderson was very appreciative and stated, "RCPSA employees possess a wealth of knowledge, extremely efficient and their work is impeccable". I commend these gentlemen on a job well done and I am very proud of how well they represented the RCPSA. It appears, that we will be compensated for the services rendered, as there are some emergency monies available. I will work the funding agencies to provide whatever is required to recoup expenses.*

Employees:

- *As I reported last month, I am continuing to work with department heads to restructure some of our employees. Making the transitions to utilize the resources that we have available will take pains and some time. However, I remain hopeful that we will get the staff to the place for the PSA to operate more efficiently. We are currently, recreating meter routes to allow meters to be read in a more timely manner as well shift maintenance employees around to avoid interruptions in construction.*

Office/Clerical:

- *Much time has been spent to begin making the new software transition to Muni-Link.*
- *Rhonda has worked with her staff in making this transition and has made every effort to provide minimal disruption to daily and routine clerical and administrative operations to begin the new fiscal year. While this transition has not been without incident, the staff continues to make progress on a daily basis. I have also, sent Scott Short down from Lee County PSA to assist with this transition.*
- *Rhonda continues to work on drawdowns for the construction projects as well as coordinate with regulatory agencies on monthly reports and Consumer Confidence Reports (CCR).*

Water/Wastewater Plant Operations and Maintenance:

- *General Maintenance continues to be performed on grinder pumps, lift stations, water pump stations and Water/Wastewater Plants. We are upgrading the Lynn Springs Pump Station with Point Broadband which will result in automated controls. This will cut down on overtime and the expense of the constant running back and forth to manually pump the tank.*
- *We are currently doing pump upgrades at Fuller Mtn. Pump Station.*
- *We continue to address the issue of power outages due to thunderstorms at the water plants. Some of these storms have damaged controls that can be replaced or repaired and most likely be paid for through the PSA's Risk Management Policy, however, finding parts continues to be one of our greatest challenges.*
- *With the outages, we have been forced to purchase water. Crews are doing their best to keep water purchase a minimal as possible.*
- *Replace pump motor at Seven Springs WTP and pinned filters.*
- *A Memcor Rep will be on-site mid-August to address some of the Water Treatment Plants software issues and make the pertinent adjustments for more efficient operations.*
- *Addressed comments from OSHA inspection at Dante WWTP.*
- *Replaced several grinder pumps in Dante.*

Water Maintenance/Operations:

- The PSA crews continue to perform general maintenance to all systems: work orders, disconnects, reconnects, new installations, meter reading, hydrant flushing and hydrant repairs, etc...
- Lebanon side maintenance continues to deal with reception in radio read meters. We have resolved some of these issues, but not all. However, we will continue to work on this until all meters are operable.
- **Asphalt/Stone Repair: In leak areas**
- **Water Taps (new connections):**
- **Transducers repaired/replaced:**
- **Sewer Taps/Flushing/Repairs:**
- **Leak Detection:** Crews continue leak detection in all systems as weather permits.
- **Valve/Valve Box Repairs:**
- **Line Setter Repairs/Replacement:**
- **Repaired/Replaced PRV's:**
- **Altitude Valve Repair/Adjustments:**

Water Line Repair:

6 - 3/4" Service Lines: Swords Creek/Castlewood

0 - 1" Service Line:

4 - 2" Water Main: Castlewood

0 - 4" Water Main:

1 - 6" Water Main: South Clinchfield

2 - 8" Water Main: Castlewood

Total Leaks Repaired.....13

Tracy Puckett



RCPSA Interim Director

Shiloh Lyttle
Tourism Coordinator – Intern
Office Phone: (276)344-8504
Cell Phone: (276)880-5728
Email: shiloh.lyttle@russellcountyva.us



Russell County Tourism Report August 2022

- Attended and photographed the Appalachian Gateway Horse & Trail Association Sponsored Cleveland PBR Rodeo on August 27, 2022
- Continued to post updates and engage our social media followers with consistent posts throughout the week (averaging around 3-4 posts per week).
 - A TikTok account for Experience Russell, provides another social media platform to create content to reach a younger demographic
- Experience Russell Blog
 - Been in contact with the RCPS English 12 and Dull Enrollment teachers, to offer an opportunity to their students to write blog posts to be posted on our blog. This is an initiative to encourage youth engagement in the community and help in furthering educational opportunities. While helping to strengthen this generations bond with their home and community.
 - These blog posts will consist of different locations and activities available in the county (hiking, kayaking, trying new restaurants, attending an event, etc.). The students will be provided with a list of different things that they can go out and do (for free or very cheap) and they will then write about their experience in a blog format.
 - They will then be sent into me and reviewed before posting. Each student published will be informed and shared across our social media platforms.
- Worked with event planners at the Russell County Fair Association, and how we can help in their promotion on social media along with the other events being conducted on the grounds
 - Such as SWVA Vet Fest (September 24th), Rockin' Bash (September 3rd), etc.

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- The tourism department & TAC will have a set up at the fair this year while raffling off a basket to raise funds for TAC.
 - The basket features different businesses throughout the county including Western Front Hotel, Weeping Willow Café, El Primo, etc.
- Began working with Amber Amburgey to put together designs for our rack cards which will be purchased through a VTC grant received for a total of 10,000.
 - The rack cards will consist of featuring five of our greatest assets here in Russell County possibly including Outdoor Recreation, Clinch River State Park, History & Culture, Veterans, Eat, Shop, & Stay.
- Arty Lee Campground: steps were taken to move forward on the continued development of the campground, along with the inclusion of pricing development.
 - Worked closely with Lonzo Lester and Lou Ann Wallace to get a foundation laid out for the continued renovation and get the campground ready to be reserved.
 - The reservation will be made through the county website to ensure security and the Facebook page will be run by me through the tourism page. The IT department and I have been working on the best way to create and converge the social media pages.
- VTC-Microbusiness Marketing Leveraging Grant opened on August 4th, 2022, and is open through September 20th, 2022
 - This is a grant available for small businesses with 20 employees or less and is to be used for marketing the business, up to 5,000 in reimbursable funding.
- New Experience Russell County Brochure Order was placed to receive 10,000 brochures with the updated information.
 - Order was made through Clinch Valley Printing – \$2,222

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- TAC Meeting was held on August 16, 2022
 - Introduction of new committee members; Doug Hubbard & Dustin Blackson
 - September events coming up in the county including the Russell County Fair (September 5-10)-booth application completed, SWVA Vet Fest (September 24)-booth secured
 - Russell County Fair Raffle Basket, Booth Scheduling, & Ticket pricing
 - Brochure Order
 - Webpage update
 - Updates on the subcommittee positions
 - VTC Grants Open – MMLP grant (August 4th – September 20th)
 - Appointments of Treasurer (Dustin Blackson) & Secretary (Janice Halsey)

- Heart of Appalachia – DMO and Stakeholder meeting (August 15th, 2022)

- Attended VTC Outdoor DRIVE 2.0 informational webinar

- Attended regional Tourism Summit – Wytheville

- Clinch River Valley Initiative (CRVI) – meeting August 31st, 2022

- Webpage Update
 - The webpage is finished with the current updates and has been published, but there are plans to go back and have continued updates and move the domain to a different editing format. The webpage is currently hosted by SiteLIO, there are plans in the future to move the webpage to a different editing format. This webpage will be a continually live and working document, to be continually updated as we continue to move forward in growing tourism.

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- ARPA Grant
 - After completion of the training for access to the ARPA portal to get the requirements of the marketing plan for tourism have been made, we will now begin working on the application. The deadline for the submission of the application is December 31st, 2022.

- My internship with Radford University has been completed, the last day of my internship was August 12th, 2022.

Russell County Planning Commission

July 18, 2022

The Russell County Planning Commission met on Monday, July 18, 2022 in the lobby of the Board of Supervisors' Meeting Room at the Russell County Government Center, 133 Highland Drive, Lebanon VA.

Members Present

Members Absent

Others Present

Mark Mitchell

Jack Compton

Kevin Tiller Esq

Oris Christian

John Mason

Philip Addington

Charlie Edmonds

Ernie McFaddin

Keith Ray

Chairman Mark Mitchell called the meeting to order at 6:34 p. m.

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by, Charlie Edmonds seconded by John Mason, motion passed unanimously.

June 20, 2022 Meeting minutes approved. Motion by Oris Christian, seconded by Charlie Edmonds, motion passed unanimously.

New Business

Mr. Salyers right of way has been approved by the Board of Supervisors and recommend getting the minutes to have it recorded

The Rasnake/Sykes boundary adjustment was approved by the Board of Supervisors

Review of Plats

Plats for the months of June and July were reviewed. Transactions dated June 21, 2022 through July 18, 2022.

Other Business

Solar ordinance draft was discussed, a motion was made to submit the draft to the Board of Supervisors for review. Motion was made by Philip Addington, seconded by Oris Christian, the motion passed unanimously.

The board discussed the proposed campground and the role of the planning commission

Meeting adjourned. Motion by Charlie Edmonds, seconded by Oris Christian, the motion passed unanimously.



Mark Mitchell, Chairman

Attest:



Ernie McFaddin, Secretary

Ernie McFaddin, Secretary

RUSSELL COUNTY PLANNING COMMISSION

JUNE 21, 2022- JULY 18, 2022

1. William Paul Skeen 6.38 AC Boundary Survey Church Hill RD
2. Leonard Companies 3 AC to be added to Clinch River Forest Products New acreage 6.740 AC US HWY 19
3. Janet Puckett .779 AC Boundary Survey Angel ST
4. Genesis Land Holdings LLC 54.30 AC to Jerome & Sarah McGlothlin Remaining acreage 62.40 AC Single Division US HWY 19

RUSSELL COUNTY CONFERENCE CENTER

August 1, 2022

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

| Date | Event | Event Type | Space |
|----------|--|---------------------|---------------|
| 08/01/22 | Board of Supervisors Board Meeting Lonzo Lester | Community Event | Full \$0 |
| 08/04/22 | Bingo Benefit Sydney Dale Canceled Event | Community Event | Full \$25 |
| 08/05/22 | Russell County Republican Party Community Movie Night Tara Dye | Community Event | Full \$135 |
| 08/08/22 | Honaker High Girl State Basketball Banquet Misty Miller | Community Event | Full \$285 |
| 08/09/22 | Dem Tech Civix Training for Electronic Pollbooks Diana Shorter | Individual Event | Full \$0 |
| 08/11/22 | IDA Board Meeting Ernie McFadden | Community Event | Full \$0 |

| Date | Event | Event Type | Space |
|----------|--|---------------------|---------------|
| 08/12/22 | Birthday Party Amy Singmond | Individual Event | Full \$195 |
| 08/13/22 | Lebanon High School Band Booster Bingo Fund Raiser Martha Combs | Community Event | Full \$135 |
| 08/16/22 | Russell County Real Estate Tax Sale Alicia McGlothlin | Community Event | Full \$0 |
| 08/20/22 | Farm Bureau Dinner Bruce Warner | Community Event | Full \$135 |
| 08/21/22 | Wedding Shower Jimmie Perkins Canceled Event | Individual Event | Full \$25 |
| 08/23/22 | VACO Meeting Lonzo Lester | Individual Event | Full \$0 |
| 08/25/22 | Seminar David Mullins | Individual Event | Full \$210 |
| 08/26/22 | 30 th Birthday Party Cindy Witt | Individual Event | Half \$100 |

(Total: \$1,910.00)

- \$675.00

Final Total = \$ 1,235.00

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT BONANZA RESTAURANT IN LEBANON VIRGINIA ON AUGUST 9TH 2022. **NOTICE MEETING TIME HAS BEEN CHANGED TO 630 PM**

MEMBERS & GUEST PRESENT

MIKE O'QUINN GARY DOTSON HENRY KINCER EUGENE FERGUSON
CARL RHEA BARBARA COX HENRY STINSON BILL WATSON
TIM LOVELACE LINDA CROSS TONY MAXFIELD

GUARD RAILS CONTRACTOR BEHIND IN BRISTOL AREA

- 1-GUARD RAILS REPLACED AS DAMAGED
- 2-RT 80 DON STEVENS DR. GUARD RAIL DAMAGED BARTONS GARAGE SUBV.
- 3-RT 646 JOHN SIMS HILL NEED GUARD RAIL ¼ MILE FROM TOP OF THE HILL STARTING AT THE CURVE
- 4-TROUT POND ROAD NEEDS GUARD RAIL RECENT WRECK AND HISTORY OF SEVERAL WRECKS
- 5-COPPER RIDGE NEEDS A GUARD RAIL PLACED IN A CURVE NEAR HOUSE # 229
- 6-RT. 58 W AT QUARRY ROAD GUARD RAIL DAMAGED
- 7-RT. 19 N WAL-MART ENTERANCE GUARD RAIL DAMAGED

ALL GUARD RAILS HAVE BEEN REVIEWED AND TURNED IN

SHOULDER REPAIR AND POT HOLE

- 1-RT. 635 MAPLE GAP ¼ MILE ON RIGHT SIDE OF ROAD BREAKING OFF AT THE DRAIN PIPE TWO DIFFERENT PLACES. **WAITING ON PERMIT**
- 2-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**
- 3-MOLLS CR. TREES HANGING OVER THE ROADWAY IN VARIOUS PLACES HINDERING TRACTOR TRAILER PASSAGE. **SCHEDULED TO BE TRIMMED**
- 4-Rt 615 BACK VALLEY DIP IN THE ROAD HAS BEEN PATCHED WILL FIX IN THE SPRING BEING EVALUATED FOR PERMANENT REPAIRS. SLIDE ABOVE THE ROAD GETTING WORSE. **SCHEDULED TO BE PATCHED**
- 5-RT 657/660 APPROXIMATELY 1000 FT FROM INTERSECTION ROAD BROKEN OFF NEAR GREEN VALLEY ESTATES

6-RT 67 MAPLE GAP A CURVE NEEDS WARNING AND CHEVRON SIGNS PLUS TRUCK ENTERING SIGNS INSTALLED IN BOTH NORTH AND SOUTH BOUND LANES.

TURNT IN TO BRISTOL

7-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. REMOVAL PENDING NEW CONTRACTOR

8-RT 65/RADIO ROAD INTERSECTION NEEDS TO BE TRIMMED FOR BETTER VISIBILITY

9- RT 19 NORTH BETWEEN EXIT ONE AND TWO PIPE SUNK DOWN CAUSING RUFF ROAD. MILL OUT IN SUMMER

10-RT. 80 AT THE DOUBLES A LARGE POT HOLE NEAR THETOP

11-RT 82 ½ MILE FROM LEBANON CORP. LIMIT ROUGH ROAD NEAR CLATTERBUCK. **WILL SCHEDULE FOR PATCHING**

12- RT 80 LINES NEED TO BE PAINTED NEAR CLECO AND THE MARKET

13-RT 683 NEEDS SPEED LINIT SIGNS FROM CEMETERY TO RT. 58 BUZZARD ROOST. **REPORTED TO SIGN CREW**

14THROUGHOUT THE COUNTY LINES NEED TO BE PAINTED ON THE ROADWAYS

15-RT 680 SEVERAL POT HOLES THE FIRST MILE

16-TR 82 BETWEEN HORSESHOE BEND AND NEW GARDEN ROAD TREES AND ROCK BLOCKING THE DITCH

17-RT 740 COPPER ROAD VERY ROUGH. **SCH. TO BE PAVED IN 2023**

18-RT 680 SWORDS CREEK NEAR BLANKENSHIP CHURCH PASTOR'S DRIVE NEED A CHILDERN AT PLAY SIGN INATALLED

19-RT 824 TUMBEZ HOLLOW ASK TO FINISH PAVING A SECTION THAT WAS MISSED ORGINALLY. **PLAN TO REBUILD IN 2024**

WN20-RT 654 PITTSTON ROAD TREE LIMBS HANGING DOWN CLOSE OVER THE ROAD

20- RT. 680 ROAD BROKE OFF ½ MILE FROM 71 S AND SEVERAL POT HOLES

21- RT 680 UPPER COPPER CREEK LARGE TRUCKS BEING PARKED IN DRAINAGE PREVENTING DRAINAGE TO FLOW TO THE PIPE AND CAUSING WATER AND MUD TO POND ON THE ROAD

22-RT. 613 JUST PAST MOCCASIN RIDGE WATER PONDING IN THE ROAD FLOWING FROM A NEW DRIVEWAY ENTERANCE

23-RT 613 /612 BRUSH BLOCKING VISION AT THE INTERSECTION

-

SCHOOL BUS SAFETY AND OTHER CONCERNS

ITEMS REPORTED CORRECTED

- 1-RT 63 RUFF CONDITIONS REPAIRE NORTH OF THE CLINIC
- 2-RT 665 POWER PLANT TREE REMOVE NEAR CARTERTON BRIDGE
- 3-RT 63 SOUTH LANE ABOVE THE CLINIC POT HOLE IN A CURVE REPAIRED

FUTURE SUGGESTED 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 BD. SUPRV. TO REQUEST
- 2-RT 19 NORTH AT THE WAL MART INTERSECTION SAFETY CAUTION AND WARNING DEVICES INSTALLED SUCH AS CONTINIOUS FLASHING LIGHT, RADAR SIGN, RUMBLE STRIPS AND EXTENDING A 45 MILE SPEED LIMIT TO TOP OF THE HILL CONTRACTOR TO INSTALL CRASH BARRELS AROUND THE CONCRETE UTILITY POLE
- 3-Rt. 71S/ 604 Molls Creek INTERSECTION NEEDS BANK KEPT SCALED BACK FOR BETTER VISIBILITY
- 4-Rt. 80 FROM THE DOUBLES TO RT.19 NEEDS A PASSING LANE INSTALLED. SMART SCALE PROJECT
- 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.TEMPORARY FIXED**
- 6-Rt. 19 SOUTH EXIT ONE COAL TIPPLE HOLLOW RAMP NEEDS TO BE EXTENDED
- 7-ARTRIP RD. ½ MILE FROM CLEVELAND BRIDGE BANK NEEDS TO BE TAKEN OFF TO WIDEN ROADWAY. **WILL REVIEW WITH RESIDENCY TWO DIFFERENT PROPERTY OWNERS**
- UNDER LINED AND BOLDED COMMENTS WERE REPORTED FROM HENRY KINCER**
- 8-RT 667 CENTURY FARM RD. FIRST INTERSECTION NEEDS TO BE WIDENED HAVE HAD SEVERAL WRECKS
- 9-RT 609 HIGH POINT ROAD EXIT RAMP COMING OFF RT 58 NEEDS TO BE EXTENDED. **REFERRED TO RESIDENCY OFFIC FOR CRASH ANALYSIS**
- 10-RT 58/71 SOUTH INTERSECTION THE OFF RAMP FROM RT.58 NEEDS TO BE EXTENDED. **REFERRED TO THE RESIDENCY**

11-RT 651 HUBBARD TOWN ROAD INTERSECTION ONTO NEW GARDEN ROAD
NEEDS TO BE WIDENED A BLIND SPOT IN THE CURVE

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 | BILL WATSON | 794 1021 |

**NEXT MEETING WILL BE SEPTEMBER 13TH 2022 WE THANK ALL WHO ARE
INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICIPATION**

SAFETY IS A COMMITMENT!!!!!!!!!!!!!! PREPARED BY GARY DOTSON

Library Board of Trustees Meeting



| Members Present | | | Members Absent |
|-----------------|---------------|----------------|-----------------|
| Susan Breeding | Sherry Lyttle | Ann Monk | Bob Breimann |
| Karen Davis | | Sharon Sargent | Kim Fife |
| Yvonne Dye | | | Sharon Van Dyke |

Chair Susan Breeding called the meeting to order 19 July 2022 at 5:00 pm.

Introductions:

Minutes: Sherry Lyttle moved and Karen Davis seconded a motion to approve June minutes as distributed; motion passed.

Communications:

Financial: Sharon Sargent made and Ann Monk seconded a motion to approve the bills; motion passed.

Staff Reports: Kelly reviewed the staff reports.

Tabled Business: Director's Evaluation & Meeting Room Policy

Old Business: Sherry made and Ann seconded a motion to approve the Strategic Plan with edits and updates for 2022-2027.

Karen made and Yvonne Dye seconded a motion to take the Meeting Room Policy off the table; motion passed. Karen made and Sherry seconded a motion to approve the Meeting Room Policy with the change of \$25/hr after hours change; motion passed.

New Business: Sharon moved and Karen seconded a motion to approve the FY2023 budget with the adjustments made at the meeting; motion passed.

Review and Summary:

Karen made & Ann 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. August 18, 2022 CPRWMA Board of Directors Roll Call for Quorum.

II. a) Approval of Minutes of the July 21, 2022 meeting.....1

Motion: _____ Seconded: _____

III. Administrative Business

a) Review CPRWMA Waste Stream Report July 2022.....5

b) Approval of the Treasurer's Report for the month of July 2022.....13

Motion: _____ Seconded: _____

c) CPRWMA Attorney's Report for June and July 2022.....Report

d) Litter and Recycling Report.....Toby

IV. Old Business

A) Straw Poll on Agreement with Waste Management for use of Roll Off Containers for use in Whitewood Flood Cleanup.....Attachment

V. New Business

VI. Correspondence/Public Comment

Ernie McFadden and John Matney on Landfill Project.

VII. Guest.....

VIII. Adjournment and Next Meeting.

Chair or Vice Chair conducting the meeting: _____

Motion: _____ Seconded: _____

Minutes submitted by: Tim Hess and Sandra Honaker

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Phone 276-833-5403 Email tobyedwards@bvumet.net
www.cprwma.com



CUMBERLAND PLATEAU RWMA:

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BUCHANAN COUNTY:

Mr. Jeff Cooper
Mr. Tim Hess



DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

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Mr. Carl Rhea
Mr. Tim Lovelace

Cumberland Plateau Regional Waste Management Authority
 Monthly Board Meeting Minutes
 July 21, 2022

Members Present:

Carl Rhea, Chairman
Tim Hess
Ronald E. Peters
Damon Rasnick
Tim Lovelace

Jeff Cooper (By Phone)

Others Present:

Toby Edwards, Director & daughter Maddie
Michael Shields, wife and daughter
Saundra Honaker, Finance & spouse, Wayne
Bobbie Rasnick, Connie (Damon's sister)
John Rasnick, wife and children
Larry Barton, DC County Administrator
Austin Bradley, Supt for Breaks Park

CALL TO ORDER:

Chairman, Carl Rhea, called the July 21, 2022, meeting of the Board of Directors to order at 5:46 PM. The Pledge of Allegiance and prayer were given.

ELECTRONIC PARTICIPATION:

Pursuant to Code of Virginia Section 2.2-3708.2 upon notice provided, member Jeff Cooper stated he is participating electronically from Grundy, Virginia, due to the recent flooding issue. Motion made by Ron Peters and seconded by Damon Rasnick to approve his electronic participation due to Board of Supervisor matters. Motion was ratified, voting as follows:

| | |
|---------------------|--------------------|
| Damon Rasnick – Aye | Carl Rhea – Aye |
| Tim Hess – Aye | Tim Lovelace – Aye |
| Ron Peters – Aye | Jeff Cooper – Aye |

QUORUM:

A quorum was established by the members that were physically present.

APPROVAL OF MINUTES:

The minutes of the June 16, 2022, monthly meeting of the Board of Directors was presented for consideration. A motion was made by Tim Hess and seconded by Damon Rasnick to approve the minutes as presented.

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266
 Phone 276-833-5403 Email tobyedwards@bvumet.net
 www.cprwma.com



ADMINISTRATIVE BUSINESS

WASTE STREAM REPORTS – June 2022: Toby Edwards reviewed the waste stream reports. Overall, there was a slight increase, but this report does not reflect the debris from the Buchanan County flooding. The concrete work was completed at Dickenson County Transfer station.

TREASURER'S REPORT – June 2022: Tim Hess presented the CPRWMA Treasurer's Report, reporting the total cash balance was \$256,654.01 at the end of June. The budget was exceeded by around \$4,000 due to cost of concrete at Dickenson County. A motion to approve the report as presented was made by Ron Peters and seconded by Damon Rasnick. Motion was ratified, voting as follows:

| | |
|---------------------|--------------------|
| Damon Rasnick – Aye | Carl Rhea – Aye |
| Tim Hess – Aye | Tim Lovelace – Aye |
| Ron Peters – Aye | Jeff Cooper – Aye |

CPRWMA ATTORNEY'S REPORT: June and July attorney's report will be presented at the August Meeting.

LITTER AND RECYCLING REPORT: Toby attended the Keep Buchanan County Beautiful meeting last week and more details will be forthcoming. He wanted to reiterate that he was available to all three counties to provide help to all the litter officers.

STRAW POLL: The Buchanan County Transfer Station loading scale was flooded due to the excessive amount of rain during the recent flooding. Central Scale quoted the cost to repair of \$18,955.80, however the insurance deductible was \$25,000. Due to the large amount of debris from flooding, it is necessary to get the scale operable as soon as possible. Therefore, a straw poll was done to allow repair as soon as possible. A motion was made by Ron Peters and seconded by Tim Hess to ratify the straw poll authorizing Toby Edwards to work with Central Scale to get the scales back in service. Motion was ratified, voting as follows:

| | |
|---------------------|--------------------|
| Damon Rasnick – Aye | Carl Rhea – Aye |
| Tim Hess – Aye | Tim Lovelace – Aye |
| Ron Peters – Aye | Jeff Cooper – Aye |

NEW BUSINESS

Toby Edwards stated that Buchanan County needs wall repair at an estimated cost of \$2,604 and the gate needs repair at Dickenson County. He contacted three contractors for a bid on the gate, but only 1 replied. C&A Fencing stated that they could do the repairs for \$14,500.00. A motion was made by Damon Rasnick and seconded by Tim Lovelace to make both repairs. Motion was ratified, voting as follows:

| | |
|---------------------|--------------------|
| Damon Rasnick – Aye | Carl Rhea – Aye |
| Tim Hess – Aye | Tim Lovelace – Aye |

Ron Peters – Aye

Jeff Cooper – Aye

CORRESPONDENCE/PUBLIC COMMENT

Buchanan, Dickenson, and Russell counties DEQ inspection reports are included in the packets. There were no deficiencies.

GUEST

Austin Bradley, Superintendent for the Breaks Interstate Park welcomed everyone and gave a brief history of the park.

Damon Rasnick was recognized for his service to the Board and was presented a plaque noting his 30th Anniversary on the Cumberland Plateau Regional Waste Management Authority Board. He has been with the board since its inception.

ADJOURNMENT AND NEXT MEETING

A motion was made by Damon Rasnick and seconded by Tim Lovelace to have a cookout at the next meeting on Thursday, August 18, 2022, at 5:30 PM at the Keen Mountain Park. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Hess – Aye
Ron Peters – Aye

Carl Rhea – Aye
Tim Lovelace – Aye
Jeff Cooper – Aye

A motion was made by Ron Peters and seconded by Damon Rasnick to adjourn the meeting at 6:33 PM.

Secretary/Treasurer

Date

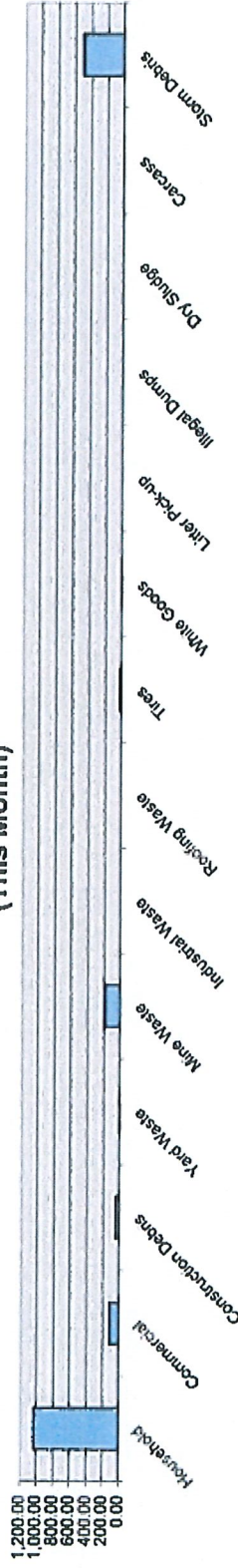
Russell County

| Waste Material(s) | Jan 2022 | Feb 2022 | March 2022 | April 2022 | May 2022 | June 2022 | July 2022 | August 2022 | Sept 2022 | Oct 2022 | Nov 2022 | Dec 2022 | Totals from all Columns | Average (Per Month) Tonnage |
|---------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------|-------------|-------------|----------------------|-------------|-------------------------|-----------------------------|
| Household | 1,142.54 | 1,110.93 | 1,347.18 | 1,342.14 | 1,248.67 | 1,459.46 | 1,328.64 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8,979.56 | |
| Commercial | 107.81 | 109.59 | 143.86 | 168.81 | 111.74 | 116.30 | 134.83 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 892.94 | |
| Construction Debris | 19.86 | 41.22 | 82.61 | 82.54 | 89.22 | 111.97 | 84.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 512.26 | |
| 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 | 26.68 | 33.41 | 34.42 | 33.33 | 21.84 | 36.00 | 33.24 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 218.92 | |
| 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 | 11.97 | 58.40 | 31.88 | 32.23 | 22.12 | 23.56 | 18.13 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 198.29 | |
| White Goods | 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 | |
| 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 | 10.65 | 4.84 | 6.49 | 0.61 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22.59 | |
| Illegal Dumpsite | 0.30 | 7.07 | 0.00 | 0.67 | 0.05 | 19.58 | 13.36 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 41.03 | |
| 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 | 0.76 | 0.85 | 0.61 | 0.49 | 0.55 | 1.30 | 1.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.66 | |
| Totals | 1,309.92 | 1,372.12 | 1,645.40 | 1,666.70 | 1,494.80 | 1,765.17 | 1,614.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10,871.25 | 1,553.04 |
| 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 | 0.00 | | 0.00 | 0.00 | 0.00 | 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 2022 | | 29,455.31 | |

Buchanan County Waste Stream Analysis
 Period: July 1, 2022 to July 31, 2022

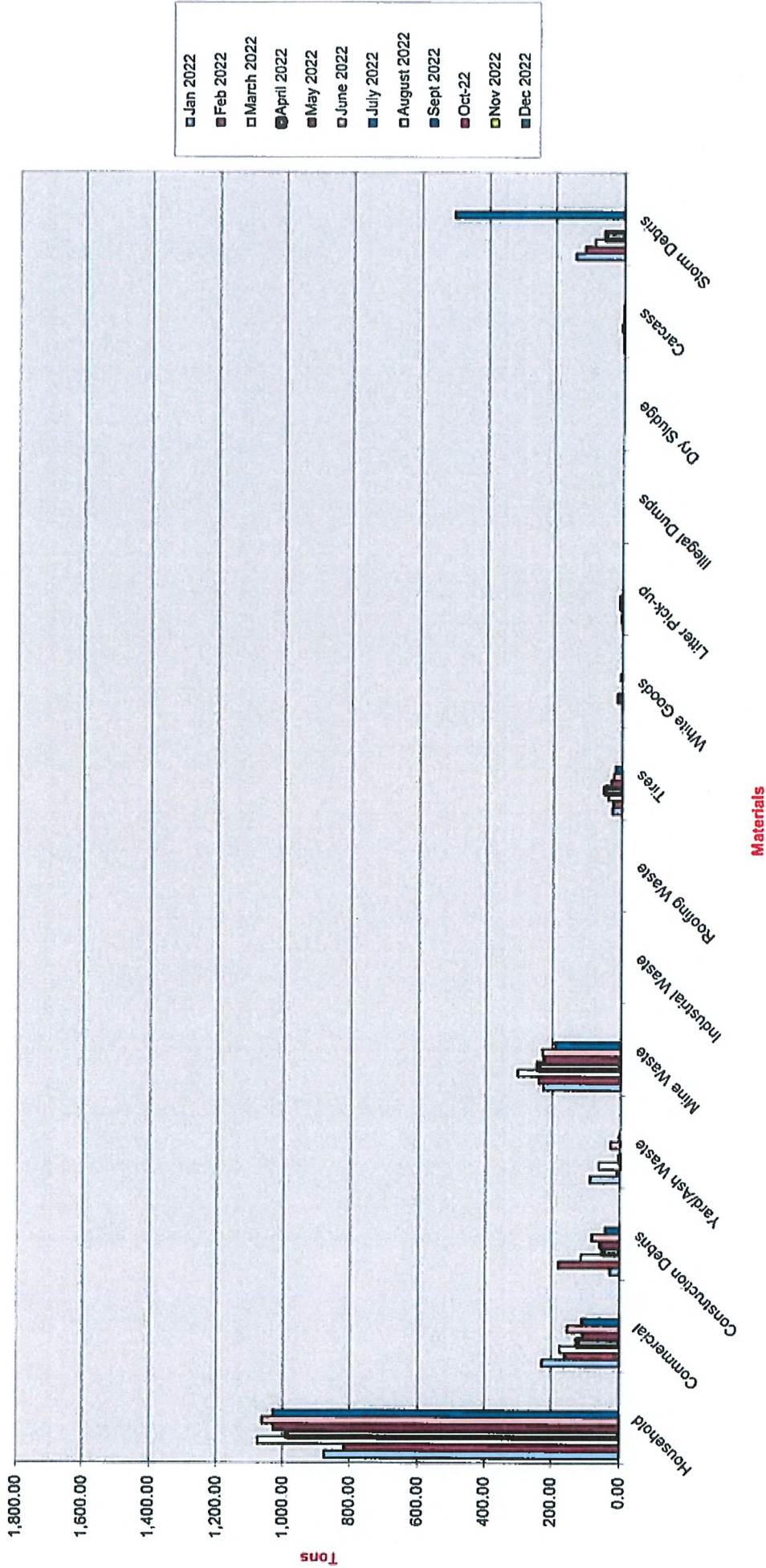
| Name of Waste Material | This Month (Tons) | Last Month (Tons) | 2021 (Tons) | 2020 (Tons) | 2019 (Tons) | 2018 (Tons) | 2017 (Tons) | 2016 (Tons) | 2015 (Tons) | 2014 (Tons) | 2013 (Tons) | 2012 (Tons) | 2011 (Tons) | 2010 (Tons) | 2009 (Tons) | 2008 (Tons) | 2007 (Tons) | 2006 (Tons) |
|------------------------|-------------------|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Household | 1,029.35 | 1,062.38 | 1,027.68 | 1,169.51 | 1,081.38 | 1,182.46 | 1,170.89 | 1,117.96 | 1,129.75 | 1,188.75 | 1,205.32 | 1,288.67 | 1,089.37 | 1,124.01 | 1,206.87 | 1,290.18 | 1,374.13 | 1,351.15 |
| Commercial | 109.54 | 152.54 | 236.41 | 198.75 | 100.50 | 116.13 | 76.03 | 69.26 | 77.68 | 123.03 | 236.46 | 443.70 | 232.18 | 189.36 | 146.13 | 224.63 | 124.00 | 139.64 |
| Construction | 42.97 | 81.60 | 38.54 | 38.64 | 60.79 | 116.09 | 8.11 | 28.49 | 30.89 | 7.48 | 15.09 | 123.76 | 9.60 | 55.70 | 42.46 | 68.91 | 47.30 | 101.25 |
| Debris | 4.14 | 28.53 | 3.58 | 8.64 | 2.24 | 50.90 | 0.11 | 0.64 | 0.88 | 0.00 | 0.00 | 0.00 | 31.87 | 15.61 | 0.00 | 0.00 | 0.00 | 0.79 |
| Yard Waste | 192.80 | 230.35 | 261.80 | 270.47 | 432.20 | 425.35 | 268.42 | 87.43 | 224.44 | 269.69 | 375.93 | 430.85 | 225.57 | 254.77 | 120.60 | 128.15 | 149.83 | 189.83 |
| Misc 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 | 0.00 |
| 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 | 0.00 |
| Roofing Waste | 0.00 | 0.00 | 0.00 | 0.00 | 9.75 | 4.02 | 5.53 | 4.46 | 4.09 | 1.86 | 9.55 | 0.20 | 6.87 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Waste | 18.74 | 24.43 | 27.66 | 30.10 | 17.07 | 19.71 | 8.29 | 2.13 | 14.06 | 24.23 | 14.93 | 28.60 | 31.58 | 52.92 | 31.42 | 81.13 | 26.73 | 30.60 |
| Tires | 6.76 | 0.00 | 0.00 | 0.00 | 1.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.09 | 4.31 |
| White Goods | 0.00 | 0.60 | 2.60 | 4.03 | 0.00 | 2.88 | 19.34 | 8.69 | 3.64 | 7.79 | 4.53 | 6.71 | 38.25 | 3.66 | 12.63 | 9.97 | 11.90 | 3.27 |
| Liter Pick-up | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.27 | 0.00 | 0.00 | 1.63 | 0.00 | 1.58 | 0.00 | 0.00 | 1.35 | 0.00 | 6.65 | 5.18 |
| Illegal Dumps | 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 | 0.00 |
| Dry Sludge | 0.29 | 1.36 | 1.70 | 0.45 | 2.38 | 0.67 | 1.13 | 0.71 | 0.93 | 0.06 | 0.01 | 0.03 | 0.15 | 0.00 | 0.19 | 0.00 | 0.09 | 0.00 |
| Carcass | 503.10 | 0.00 | 0.00 | 4.36 | 0.00 | 0.00 | 21.28 | 23.47 | 18.78 | 3.92 | 6.70 | 0.76 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Storm Debris | 1,907.69 | 1,581.79 | 1,599.97 | 1,724.95 | 1,708.16 | 1,918.21 | 1,580.40 | 1,343.24 | 1,505.14 | 1,628.44 | 1,868.52 | 2,324.86 | 1,665.44 | 1,696.67 | 1,567.24 | 1,802.97 | 1,748.15 | 1,828.34 |

Buchanan County Waste Stream Analysis
 (This Month)



Total Tonnage includes the following towns:
 Grundy 0

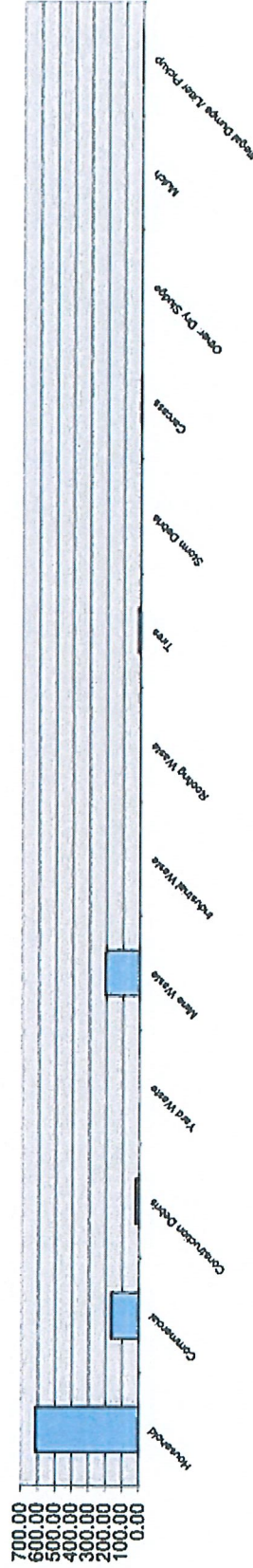
Buchanan County 2022



Dickenson County Waste Stream Analysis
 Period: July 1, 2022 to July 31, 2022

| Name of Waste Material | This Month (Tons) | Last Month (Tons) | 2021 (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 | 612.27 | 629.35 | 607.05 | 647.42 | 693.47 | 687.66 | 637.30 | 623.73 | 666.93 | 683.66 | 682.05 | 743.08 | 653.54 | 686.53 | 828.24 | 853.19 | 849.57 | 806.45 |
| Commercial | 168.49 | 149.96 | 133.02 | 126.36 | 147.08 | 90.32 | 27.96 | 46.11 | 98.06 | 116.67 | 25.31 | 36.29 | 24.00 | 177.46 | 137.64 | 53.77 | 5.79 | 3.46 |
| Construction Debris | 21.59 | 62.42 | 47.77 | 27.26 | 16.58 | 3.78 | 1.85 | 7.57 | 20.13 | 8.52 | 24.95 | 22.64 | 3.14 | 15.04 | 28.01 | 55.49 | 60.62 | 28.13 |
| Yard Waste | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.08 | 0.00 | 0.00 | 0.07 | 0.04 | 0.00 | 26.29 | 22.42 | 1.95 |
| Mine Waste | 202.75 | 216.91 | 202.64 | 226.67 | 253.20 | 186.59 | 166.08 | 108.34 | 220.18 | 332.24 | 527.97 | 440.15 | 260.87 | 89.65 | 73.76 | 224.19 | 187.18 | 87.36 |
| 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 | 0.00 |
| Recycling Waste | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.88 | 9.13 | 0.68 | 7.68 | 0.99 | 0.42 | 9.06 | 31.09 | 21.74 | 0.39 | 13.73 | 28.07 | 8.72 |
| Tires | 16.14 | 21.05 | 16.33 | 12.74 | 12.25 | 8.25 | 14.12 | 5.71 | 10.89 | 14.70 | 11.48 | 16.50 | 22.44 | 10.59 | 18.82 | 12.79 | 12.79 | 23.66 |
| 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 | 0.00 |
| Carcass | 0.08 | 0.12 | 0.06 | 0.22 | 1.12 | 0.22 | 0.23 | 0.94 | 1.91 | 3.55 | 0.98 | 1.49 | 1.53 | 1.79 | 2.53 | 1.71 | 1.94 | 1.76 |
| 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 | 0.00 | 109.25 | 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 | 1.64 | 0.61 |
| Illegal Dumps/Liter Pickup | 0.75 | 0.00 | 1.63 | 3.22 | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.31 | 4.34 | 0.00 |
| Total | 1,020.07 | 1,079.81 | 1,008.50 | 1,043.89 | 1,134.76 | 981.70 | 856.67 | 793.08 | 1,025.78 | 1,160.41 | 1,273.16 | 1,269.21 | 996.68 | 1,002.30 | 1,079.18 | 1,245.50 | 1,281.61 | 962.10 |

Dickenson County Waste Stream Analysis
 (This Month)



Total Tonnage includes the following towns:
 Town of Clintwood 0

Dickenson County 2022

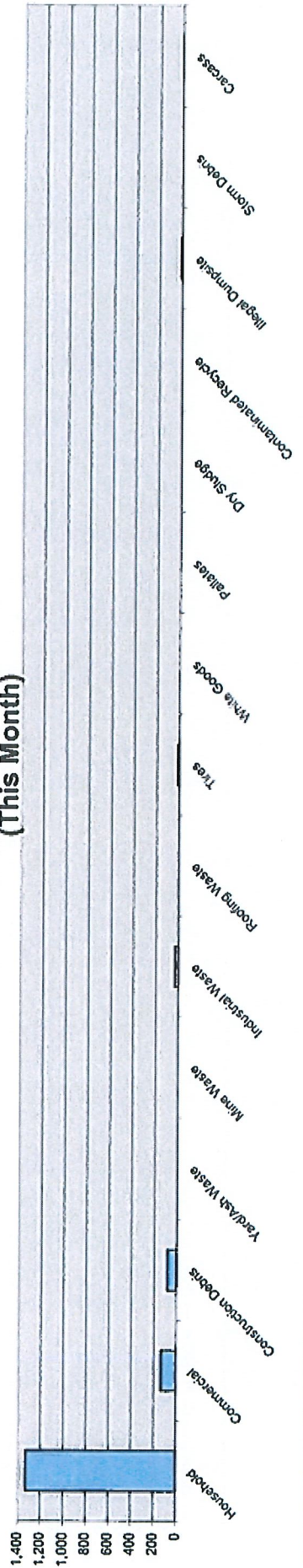


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Russell County Waste Stream Analysis
 Period: July 1, 2022 to July 31, 2022

| Name of Waste Material | This Month (Tons) | Last Month (Tons) | 2021 (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 | 1,328.64 | 1,459.46 | 1,297.25 | 1,415.30 | 1,284.13 | 1,232.63 | 1,139.45 | 1,067.52 | 1,253.78 | 1,278.21 | 1,417.60 | 1,507.47 | 1,268.04 | 1,451.08 | 1,527.23 | 1,678.94 | 1,773.03 | 1,722.11 |
| Commercial | 134.83 | 116.30 | 125.82 | 152.23 | 135.34 | 153.48 | 189.94 | 82.60 | 182.98 | 138.82 | 161.37 | 161.19 | 162.99 | 198.76 | 247.29 | 278.58 | 251.10 | 256.35 |
| Construction Debris | 84.84 | 111.97 | 134.60 | 109.94 | 69.80 | 158.00 | 123.63 | 88.69 | 80.79 | 97.87 | 78.65 | 81.52 | 130.66 | 98.68 | 91.45 | 125.77 | 226.82 | 63.03 |
| Yard/Ash Waste | 0.00 | 0.00 | 0.00 | 0.00 | 30.35 | 101.87 | 31.53 | 0.00 | 30.57 | 15.86 | 65.83 | 138.88 | 60.87 | 1.11 | 4.12 | 40.28 | 5.11 | 4.09 |
| Mine Waste | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 39.53 | 30.76 | 22.15 | 14.47 | 0.00 | 0.00 | 0.00 | 0.00 |
| Industrial Waste | 33.24 | 36.00 | 30.70 | 28.64 | 68.50 | 42.69 | 30.13 | 16.49 | 10.27 | 5.15 | 7.80 | 7.30 | 8.86 | 9.03 | 40.13 | 53.37 | 87.93 | 128.78 |
| 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 | 0.00 | 0.00 | 0.00 | 0.00 | 59.26 |
| Tires | 18.13 | 23.56 | 17.18 | 66.81 | 19.29 | 20.48 | 10.62 | 12.51 | 10.38 | 23.18 | 12.96 | 5.02 | 4.66 | 3.49 | 4.07 | 5.41 | 3.49 | 2.73 |
| White Goods | 0.00 | 0.00 | 0.00 | 2.60 | 16.89 | 0.00 | 0.00 | 0.00 | 2.98 | 0.15 | 2.04 | 5.45 | 0.00 | 3.58 | 3.57 | 2.11 | 5.21 | 1.84 |
| 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 | 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 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Contaminated Recycle | 0.00 | 0.00 | 0.00 | 0.45 | 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 Dumpsite | 13.36 | 19.58 | 16.84 | 3.45 | 2.44 | 7.17 | 6.24 | 7.28 | 2.08 | 4.30 | 2.90 | 0.83 | 2.99 | 0.80 | 2.40 | 12.30 | 0.30 | 0.00 |
| 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 | 0.00 |
| Carcass | 1.10 | 1.30 | 0.60 | 0.46 | 1.08 | 0.27 | 0.77 | 0.04 | 1.95 | 3.20 | 2.32 | 2.04 | 2.14 | 1.16 | 2.35 | 4.50 | 2.22 | 0.00 |
| Total | 1,614.14 | 1,768.17 | 1,622.99 | 1,779.88 | 1,627.82 | 1,716.59 | 1,532.31 | 1,275.13 | 1,575.78 | 1,566.74 | 1,791.00 | 1,940.46 | 1,663.36 | 1,782.16 | 1,922.61 | 2,201.26 | 2,418.93 | 2,247.74 |

Russell County Waste Stream Analysis
 (This Month)



Total Tonnage includes the following towns:

| | | | |
|-----------|---|---------|---|
| Lebanon | 0 | Honaker | 0 |
| Cleveland | 0 | | |

Russell County 2022



Cumberland Plateau Regional Waste
Management Authority

Cash Flow Statement

July 2022

| | | |
|-------------------------------|-----------|--------------|
| Cash Balance - June 30, 2022 | | 256,654.01 |
| Cash Received - Tipping Fees: | | |
| Buchanan (Jun) | 68,586.04 | |
| Dickenson (Jun) | 56,192.51 | |
| Russell (Jun) | 72,931.31 | |
| | | 197,709.86 |
| Cash Expenditures | | |
| Cash Expenditures - July 2022 | | (244,094.98) |
| Cash Balance - July 31, 2022 | | 210,268.89 |

| | |
|---------------------------------------|-------------------|
| Fund Balances: | |
| <i>Capital Equip Replacement Fund</i> | 165,510.00 |
| DEQ C/D | 25,022.46 |
| | 25,022.46 |

| | |
|----------------------|-------------------|
| Total In Bank | 400,801.35 |
|----------------------|-------------------|

**Cumberland Plateau Regional
Check Register
For the Period From Jul 1, 2022 to Jul 31, 2022**

Filter Criteria Includes: Report order is by Check Number.

| Check # | Date | Payee | Amount |
|--------------|---------|---------------------------------------|--|
| | 7/7/22 | Anthem HealthKeepers, Inc. | 525.94 Toby's Health/Vision/Dental |
| | 7/5/22 | Caterpillar Financial Services Corp | 6,798.15 Note Payment |
| | 7/15/22 | TAG Resources, LLC | 257.25 Employee 401k |
| | 7/31/22 | TAG Resources, LLC | 257.25 Employee 401k |
| 13840 | 7/1/22 | Cox Security Services | 323.91 BC/DC/RC Security \$107.97 each |
| 13841 | 7/1/22 | Virginia Dept of the Treasury | 550.00 Insurance/Public Official 2022-23 |
| 13842 | 7/1/22 | VACORP | 13,693.00 Ins (Workers Comp) \$1146. Ins (Prop/Auto/Liab) \$12,547 |
| 13843 | 7/21/22 | Dominion Office Products, Inc. | 152.99 Office Supplies |
| 13844 | 7/21/22 | Dickenson Co Public Service Authority | 44.25 DC Utility |
| 13845 | 7/21/22 | Free Service Tire | 11,030.00 RE Equip Maint |
| 13846 | 7/21/22 | Buchanan County PSA | 56.50 BC Utility |
| 13847 | 7/21/22 | Appalachian Power Company | 280.11 BC Electric |
| 13848 | 7/21/22 | Sonny's | 24.46 BC Fuel |
| 13849 | 7/21/22 | Mansfield Oil Company | 85.95 Vehicle Fuel |
| 13850 | 7/21/22 | Crystal Springs | 50.17 RC Supplies |
| 13851 | 7/21/22 | WM Corporate Services, Inc. | 64,788.98 BC Tipping/Haul |
| 13852 | 7/21/22 | WM Corporate Services, Inc. | 38,085.51 DC Tipping/Haul |
| 13853 | 7/21/22 | WM Corporate Services, Inc. | 62,383.11 RC Tipping/Haul |
| 13854 | 7/21/22 | Void | |
| 13855 | 7/21/22 | Card Services Center | 1,088.32 Board Meeting (Peking) \$203.66 BC/DC/RC Sta Maint (Wal-Mart) \$294.82 ea. |
| 13856 | 7/21/22 | Honaker Solutions, LLC | 840.00 Accounting Jul/22 |
| 13857 | 7/21/22 | Industrial Development Authority | 200.00 Office Rent Aug/22 |
| 13858 | 7/21/22 | First Bank & Trust | 1,300.75 Bank Payment |
| 13859 | 7/21/22 | Pest Control Plus, Inc. | 120.00 BC/DC/RC Pest \$40 each |
| 13860 | 7/21/22 | Northern Tool & Equipment | 395.38 BC/DC Supplies \$131.79 each RC Supplies \$131.80 |
| 13861 | 7/21/22 | Unifirst Corporation | 490.72 Uniforms |
| 13862 | 7/21/22 | Industrial Washer & Chemicals | 1,908.88 RC Sta Maint |
| 13863 | 7/21/22 | BCA Industries | 78.00 BC Sta Maint |
| 13864 | 7/21/22 | Randy Partin Construction, Inc. | 4,275.00 DC Sta Maint |
| 13865 | 7/21/22 | Carter Machinery Company, Inc. | 242.14 BC Equip Maint |
| 13866 | 7/21/22 | Bostic Sealing & Striping | 13,805.00 BC Sta Maint \$4075 DC Sta Maint \$2855 RC Sta Maint \$6875 |
| 13867 | 7/21/22 | Justice Law Office | 885.00 Legal Jun/22 |
| 13868 | 7/21/22 | Innovative Technology Solutions | 3,289.75 IT Support |
| 13869 | 7/21/22 | Mansfield Oil Company | 189.82 Vehicle Fuel |
| 13870 | 7/21/22 | NXTGen Mobile Welding Services, LLC | 2,018.58 RC Sta Maint |
| 13871 | 7/21/22 | Point Broadband | 182.63 RC Phone |
| 13872 | 7/21/22 | Void | |
| 13873 | 7/21/22 | Verizon | 83.68 BC Phone |
| 13874 | 7/21/22 | Appalachian Power Company | 344.94 DC Electric |
| 13875 | 7/21/22 | Void | |
| 13876 | 7/21/22 | Central Scale, Inc. | 750.00 RC Sta Maint |
| 13877 | 7/21/22 | Carter Machinery Company, Inc. | 3,746.00 RC Equip Maint |
| 13878 | 7/21/22 | Appalachian Power Company | 174.95 RC Elect |
| 13879 | 7/21/22 | Verizon | 37.30 RC Phone |
| 13880 | 7/21/22 | Point Broadband | 105.45 Office Phone |
| 13881 | 7/21/22 | Point Broadband | 100.97 DC Phone |
| 13882 | 7/21/22 | Damon Rasnick | 85.55 Meeting Travel |
| 8.15.22 | 7/31/22 | United States Treasury | 1,529.50 Fed withholding |
| 8.25.22 | 7/31/22 | VA Dept of Taxation | 308.98 State withholding |
| PR7122 | 7/1/22 | Ronald E. Peters | 184.70 Director's Compensation |
| PR7122 | 7/1/22 | Damon Rasnick | 184.70 Director's Compensation |
| PR7122 | 7/1/22 | Tim Lovelace | 184.70 Director's Compensation |
| PR7122 | 7/1/22 | Carl Rhea | 184.70 Director's Compensation |
| PR7122 | 7/1/22 | Timothy W. Hess | 184.70 Director's Compensation |
| PR71522 | 7/15/22 | Toby F. Edwards | 2,618.90 Toby's Salary 1st half |
| PR72922 | 7/29/22 | Toby F. Edwards | 2,618.90 Toby's Salary 2nd half |
| Total | | | <u>244,094.98</u> |

**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
FY 2022-23 - OPERATING BUDGET & EXPENSE REPORT**

| | Expenditures | FY 2022-23 | |
|---|-------------------|---------------------|------------|
| | Thru 7/31/2022 | Budget | |
| Direct Expenses: | | | |
| Transport/Disposal | 165,237.60 | 1,500,900.00 | |
| Tire Recycling | | 10,000.00 | |
| HHW Event | - | 12,000.00 | |
| Other Reimbursed Expenses | | - | |
| | 165,237.60 | 1,522,900.00 | |
| Overhead Expenses: | | | |
| Debt Service - Loaders | 6,798.15 | 81,577.92 | 8% |
| Other Disposal | - | 2,000.00 | 0% |
| Utilities: | | | |
| Buchanan | 316.61 | 6,000.00 | 5% |
| Dickenson | 389.19 | 5,000.00 | 8% |
| Russell | 174.95 | 6,000.00 | 3% |
| Supplies: | | | |
| Buchanan | 131.79 | 2,500.00 | 5% |
| Dickenson | 131.79 | 2,500.00 | 5% |
| Russell | 181.97 | 2,500.00 | 7% |
| Fuel: | | | |
| Buchanan | 24.45 | 8,000.00 | 0% |
| Dickenson | - | 5,500.00 | 0% |
| Russell | - | 8,000.00 | 0% |
| Telephone: | | | |
| Buchanan | 191.63 | 2,340.69 | 8% |
| Dickenson | 208.84 | 1,940.69 | 11% |
| Russell | 327.90 | 2,840.70 | 12% |
| Station Maintenance/Improvements: | | | |
| Buchanan | 4,487.82 | 30,000.00 | 15% |
| Dickenson | 7,464.82 | 30,000.00 | 25% |
| Russell | 22,917.29 | 30,000.00 | 76% |
| Loader/Equip Maintenance: | | | |
| Buchanan | 242.14 | 16,000.00 | 2% |
| Dickenson | - | 16,000.00 | 0% |
| Russell | 3,746.00 | 16,000.00 | 23% |
| Transfer Station Permits and Management: | | | |
| Station Permits | - | 24,000.00 | 0% |
| VACO Insurance | 14,243.00 | 20,000.00 | 71% |
| Management & Fringe | 7,963.70 | 90,000.00 | 9% |
| Finance Manager | 840.00 | 9,000.00 | 9% |
| Legal | 885.00 | 12,000.00 | 7% |
| IT Support | 3,288.75 | 4,000.00 | 82% |
| Office Rental/Internet/Cell/Office Supplies | 458.44 | 5,000.00 | 9% |
| Directors Comp & PR Tax | 1,076.50 | 18,100.00 | 6% |
| Professional Fees (Audit) | - | 7,200.00 | 0% |
| Meeting Expense | 203.86 | 3,000.00 | 7% |
| Travel | 85.55 | 1,000.00 | 8% |
| Supplies: | - | 1,000.00 | 0% |
| Dues/Licenses | - | 400.00 | 0% |
| Vehicle Expense | 285.77 | 2,500.00 | 11% |
| Uniform Rentals | 490.72 | 4,000.00 | 12% |
| Advertising | - | 2,000.00 | 0% |
| Projects-Tire Shear | 1,300.75 | 20,000.00 | 7% |
| Reserves/Equip/ Emergency Fund | - | 2,000.00 | 0% |
| OVERHEAD SUBTOTAL | 78,857.38 | 499,900.00 | 16% |
| TOTAL EXPENSES | 244,094.98 | 2,022,800.00 | |

| *Management Breakdown: | |
|------------------------|---------|
| Toby Health | 525.94 |
| Toby Salary | 6431.26 |
| 401K Cost/Contribution | 514.50 |
| Taxes | 492 |
| FSA | |
| | 7963.7 |
| Directors Comp & Taxes | |
| Salary | 1000 |
| Taxes | 76.5 |
| | 1076.5 |
| Office Breakdown | |
| Phone/int | 105.45 |
| Rent | 200.00 |
| Postage | |
| Office Sup | 152.99 |
| Bank Charge | 458.44 |

Rate begins July 1, 2021
13,896.11

**Overhead Rate per County

EQUIPMENT LOAN AGREEMENT

This **EQUIPMENT LOAN AGREEMENT** (the "Loan" or the "Agreement"), is made this 22nd day of July, 2022 (the "Effective Date"), by and between Eco-Safe Systems, LLC, with offices at 385 Harr Ln., Blountville, TN 37617 (hereinafter "WM") and Cumberland Plateau Regional Waste Authority, with offices at 135 Highland Drive Suite C, Lebanon, VA 24266 (hereinafter "CPRWMA"). WM and the CPRWMA shall each be referred to as a "Party" and collectively as the "Parties".

WHEREAS, WM hereby lends to CPRWMA, and CPRWMA hereby borrows from WM certain open top boxes for the collection of storm debris and other non-hazardous waste materials for transport to the Buchanan County Transfer Station (hereinafter the "Project"), subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, WM and CPRWMA agree to the following terms and conditions:

1. EQUIPMENT.

- 1.1. WM is the owner of certain six (6) 30-yard open top boxes, as specified on **Schedule A**, attached hereto and incorporated herein by reference (the "Equipment"). All title and rights to ownership of the Equipment furnished by WM shall remain with WM; however, CPRWMA shall have care, possession and control of said Equipment during the Term of this Agreement and under the terms set forth herein.
- 1.2. The Equipment shall be picked up from WM and transported to the desired location at the sole cost and coordination of CPRWMA. CPRWMA shall communicate reasonably in advance and mutually coordinate a date and time with WM to pickup the Equipment during normal business hours of the facility, currently 8:00 a.m. to 5:00 p.m., Monday through Friday.

2. LOAN TERM.

- 2.1. The loan period for this Agreement shall begin upon the date of pickup of the Equipment by the Borrower and end at the conclusion of the Project or for no longer than sixty (60) days after pickup, whichever occurs first (the "Term"), unless terminated in accordance with the provisions hereof. The Term of this Agreement, however, may be extended by mutual written consent of the Parties.

3. USE OF EQUIPMENT.

- 3.1. CPRWMA agrees to use the Equipment for the Project as set forth above, and if used otherwise, WM has the right to enter the premises where the Equipment is located and remove same.
- 3.2. WM MAKES NO WARRANTY FOR THE EQUIPMENT LOANED BY WM UNDER THIS AGREEMENT TO CPRWMA NOR CPRWMA'S CUSTOMERS, DIRECT OR INDIRECT. THE EQUIPMENT SHALL BE ON LOAN "AS IS" and "WHERE IS". WM HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- 3.3. WM does not assume or authorize any other person to assume on behalf of WM, any liability in connection with the loan of the Equipment or use of the Equipment once CPRWMA assumes physical control. CPRWMA has had the opportunity to inspect the Equipment or to have it inspected and CPRWMA has accepted the Equipment in its existing condition.
- 3.4. WM shall remove, deface and strike-out all markings on the Equipment which bear any of WM's tradename, trademark, logo or other identifying mark.

4. LIABILITY OF CPRWMA.

- 4.1. CPRWMA shall bear the entire risk of any loss, theft, damage to, or destruction of the Equipment from any cause whatsoever during the Term of this Agreement until such time as CPRWMA delivers physical possession of the Equipment back to WM.

- 4.2. CPRWMA agrees to maintain said Equipment in the same condition as when it took possession, ordinary wear and tear excepted, up until such time as CPRWMA returns the Equipment to WM and WM accepts the Equipment.
- 4.3. CPRWMA agrees to indemnify, protect, save and hold harmless WM from and against all losses, damages, injuries, claims, demands and expenses of whatsoever nature arising out of the condition, use, operation, storage and transport of the Equipment during the time that the Equipment is in the possession of CPRWMA; any affiliate, agent or subcontractor of CPRWMA; or any warehouse, transportation company or other third party in possession of the Equipment during the term of this Agreement. CPRWMA further agrees to indemnify and hold WM harmless from and against all costs, expense, damages and liability, including reasonable attorneys' fees, incurred by or asserted against WM in connection with claims for personal injury and property damage arising out of CPRWMA'S use of the Equipment while in CPRWMA'S possession and control.

5. RETURN OF EQUIPMENT.

- 5.1. Upon expiration of the Project or termination of the Term in this Agreement, possession of the Equipment will reinvest in WM. The Equipment shall be returned in the same condition it was in at the inception of this Agreement, ordinary wear and tear excepted.
- 5.2. CPRWMA shall be responsible for physical delivery of the Equipment to the WM location that is agreed by WM and CPRWMA shall pay all freight and other removal or transportation charges associated with the return of the Equipment to WM. CPRWMA shall communicate reasonably in advance and mutually coordinate a date and time with WM to return the Equipment during normal business hours of the facility, currently 8:00 a.m. to 5:00 p.m., Monday through Friday.

6. LIMITATION OF LIABILITY.

- 6.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST REVENUE, PROFITS, LOSS OF USE, OR LOSS OF DATA), PUNITIVE, INCIDENTAL OR OTHER DAMAGES HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS AGREEMENT.
- 6.2. WM'S TOTAL LIABILITY TO CPRWMA FOR ALL CLAIMS, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND WHATSOEVER ARISING OUT OF, RESULTING FROM OR RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE EQUIPMENT AS STATED IN SCHEDULE A.
- 6.3. NEITHER PARTY SHALL BE RESPONSIBLE FOR PERSONAL INJURY OR PROPERTY DAMAGE, EXCLUDING TO THE EQUIPMENT, INCURRED ("DAMAGES") BY THE OTHER PARTY OR ITS EMPLOYEES ("INJURED PARTY") EXCEPT TO THE EXTENT SUCH DAMAGES TO THE INJURED PARTY RESULT FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR THE GROSS NEGLIGENCE OF ITS EMPLOYEES OR OTHERS FOR WHOM THAT PARTY IS LEGALLY RESPONSIBLE.

7. CONFIDENTIALITY.

- 7.1. Except as required by law, neither Party shall grant access to or disclose to third parties the existence of this Agreement or any of the terms or conditions of this Agreement, without the non-disclosing party's prior written approval.

8. MISCELANEOUS.

- 8.1. Each Party shall comply with all federal, state, and municipal laws, rules and regulations, which are applicable to the performance of this Agreement.

- 8.2. No delay or omission to exercise any right or remedy of a Party hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of a Party. Any waiver or consent by a Party under this Agreement must be in writing specifically set forth.
- 8.3. This Agreement completely states the right of the Parties with respect to the Equipment and supersedes all prior agreements with respect thereto. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by both Parties.
- 8.4. This Agreement may be evidenced by one or more counterparts each of which shall be deemed an original with full binding force and effect. Facsimile or electronic signatures shall constitute original signatures for all purposes.
- 8.5. All notices given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) return receipt of postage prepaid registered or certified mail; or (c) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth in the preamble of this Agreement or to such other address designated by a Party by written notice to the other Party in accordance with this section.
- 8.6. Paragraph headings are for convenience only and in no way shall alter or affect the meaning of this Agreement.
- 8.7. The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement.
- 8.8. Time is of material importance with respect to all the terms and conditions contained herein.
- 8.9. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provisions shall be inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.
- 8.10. All obligations of CPRWMA under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.
- 8.11. The Parties hereto shall be independent contractors. Neither Party shall be an agent of the other Party, shall hold itself out as an agent of the other Party nor shall either Party have the authority to bind the other Party through its actions.
- 8.12. The validity, interpretation, performance of this Agreement and the relationship of the Parties hereunder will be interpreted under and governed by the laws of the State of Tennessee, U.S.A., without regard to any laws concerning conflicts of laws which would result in the application of the laws of any other jurisdiction.
- 8.13. This Agreement may not be transferred or assigned, either voluntarily or by operation of law, by either Party without the prior written consent of the other Party, except that WM may assign this Agreement to an affiliate or subsidiary of WM without first obtaining such consent. Any other attempted transfer or assignment will be void and will serve to automatically terminate the Agreement created hereunder.

The persons executing this Equipment Loan Agreement on behalf of their respective entities hereby represent and warrant they have the right, power, legal capacity, and appropriate authority to enter into this Equipment Loan Agreement on behalf of the entity for which they sign.

Eco-Safe Systems, LLC

Cumberland Plateau Regional Waste Authority

By: _____

By: Toby F. Edwards

Name: _____

Name: Toby F. Edwards

Title: _____

Title: Executive Director

SCHEDULE A
TO EQUIPMENT LOAN AGREEMENT

| Description of Equipment | Quantity | Agreed Replacement Value |
|--|----------|------------------------------|
| 30-yard open top boxes for use in the collection and transportation of waste | 6 | \$1,500 each = \$9,000 total |

tobyedwards@bvunet

From: Tim Lovelace <tlovelace@russell.k12.va.us>
Sent: Friday, July 22, 2022 8:48 PM
To: Toby Edwards
Subject: Re: 30 yd containers for Whitewood flood

I vote yes.

Thanks,

Tim

Sent from my iPhone

On Jul 22, 2022, at 8:43 PM, Toby Edwards <tobyedwards@bvunet> wrote:

Dear CPRWMA Board of Directors,

At the request of Buchanan Co I reached out to our landfill for assistance with the Whitewood flood. As you might expect they have tons of debris that's needing cleaned up. I asked Justin Rodda if they could loan us roll off containers for Buchanan Co to place flood debris in. Justin was able to loan 6 containers which Buchanan Co is having brought over.

Per a large company, Waste Management has requested the Authority to sign a use agreement at no cost to us or Buchanan. Basically having the Authority keep oversight of the containers and that they aren't destroyed while being used. I have asked Danny Davis and Ben Looney to take pictures when the containers arrive at the Buchanan Co transfer station. Our proof of their condition.

Rebecca has reviewed the agreement and feels comfortable with me signing the agreement.

I need a straw poll to authorize me to sign the agreement on behalf of the Authority.

I'm glad our landfill is able to help Buchanan Co in this time of need.

Please reply only to me with a Yea or Nay.

Sincerely,

Toby F. Edwards, MsED
Executive Director
Cumberland Plateau Regional Waste Authority
135 Highland Drive Suite C
Lebanon, VA 24266
Office 276-883-5403
Mobile 276-698-941
www.cprwma.com

Sent from my Verizon, Samsung Galaxy smartphone

tobyedwards@bvum.net

From: rpeters@dickensonva.org
Sent: Friday, July 22, 2022 9:21 PM
To: Toby Edwards
Subject: Re: 30 yd containers for Whitewood flood

Yea

Sent from my iPhone

On Jul 22, 2022, at 8:43 PM, Toby Edwards <tobyedwards@bvum.net> wrote:

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Mobile 276-698-941
www.cprwma.com

Sent from my Verizon, Samsung Galaxy smartphone

tobyedwards@bvu.net

From: tim hess <timwhess@hotmail.com>
Sent: Friday, July 22, 2022 9:28 PM
To: Toby Edwards
Subject: Re: 30 yd containers for Whitewood flood

Yea

From: Toby Edwards <tobyedwards@bvu.net>
Sent: Friday, July 22, 2022 8:43 PM
To: Carl Rhea <carl.rhea@russellcountyva.us>; rpeters@dickensonva.org <rpeters@dickensonva.org>; Tim Hess <timwhess@hotmail.com>; Tim Lovelace <tlovelace@russell.k12.va.us>; jscooper@dgoc.com <jscooper@dgoc.com>; Damon Rasnick <drasnick51@hotmail.com>
Cc: R Thornbury <rjtjlo@gmail.com>
Subject: 30 yd containers for Whitewood flood

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Lebanon, VA 24266
Office 276-883-5403
Mobile 276-698-941
www.cprwma.com

Sent from my Verizon, Samsung Galaxy smartphone

tobyedwards@bvu.net

From: Damon Rasnick <drasnick51@hotmail.com>
Sent: Friday, July 22, 2022 9:59 PM
To: Toby Edwards
Subject: Re: 30 yd containers for Whitewood flood

Yea.

Do all within your authority to help these folks.

From: Toby Edwards <tobyedwards@bvu.net>
Sent: Friday, July 22, 2022 8:43 PM
To: Carl Rhea <carl.rhea@russellcountyva.us>; rpeters@dickensonva.org <rpeters@dickensonva.org>; Tim Hess <timwhess@hotmail.com>; Tim Lovelace <tlovelace@russell.k12.va.us>; jscooper@dgoc.com <jscooper@dgoc.com>; Damon Rasnick <drasnick51@hotmail.com>
Cc: R Thornbury <rjtjlo@gmail.com>
Subject: 30 yd containers for Whitewood flood

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Lebanon, VA 24266
Office 276-883-5403
Mobile 276-698-941
www.cprwma.com

Sent from my Verizon, Samsung Galaxy smartphone

tobyedwards@bvu.net

From: Carl Rhea <carl.rhea@russellcountyva.us>
Sent: Friday, July 22, 2022 10:09 PM
To: Toby Edwards
Subject: Re: 30 yd containers for Whitewood flood

Yes

On Fri, Jul 22, 2022, 8:43 PM Toby Edwards <tobyedwards@bvu.net> wrote:

Dear CPRWMA Board of Directors,

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Executive Director
Cumberland Plateau Regional Waste Authority
135 Highland Drive Suite C
Lebanon, VA 24266
Office 276-883-5403
Mobile 276-698 941
www.cprwma.com

Sent from my Verizon, Samsung Galaxy smartphone

tobyedwards@bvu.net

From: Jeff Cooper <jscooper@dgoc.com>
Sent: Friday, July 22, 2022 10:20 PM
To: Toby Edwards
Subject: Re: 30 yd containers for Whitewood flood

Yeah

Sent from my iPhone

On Jul 22, 2022, at 10:02 PM, Toby Edwards <tobyedwards@bvu.net> wrote:

Toby F. Edwards, MsED
Executive Director
Cumberland Plateau Regional Waste Authority
135 Highland Drive Suite C
Lebanon, VA 24266
Office 276-883-5403
Mobile 276-698-941
www.cprwma.com

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Toby Edwards <tobyedwards@bvu.net>
Date: 7/22/22 8:43 PM (GMT-05:00)
To: Carl Rhea <carl.rhea@russellcountyva.us>, rpeters@dickensonva.org, Tim Hess <timwhess@hotmail.com>, Tim Lovelace <tlovelace@russell.k12.va.us>, jscooper@dgoc.com, Damon Rasnick <drasnick51@hotmail.com>
Cc: R Thornbury <rjtjlo@gmail.com>
Subject: 30 yd containers for Whitewood flood

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Russell County Litter Dept.

137 Highland Dr. Ste A
Lebanon, VA 24266
James Brooks, RC Litter
Officer



| Address | Property Owner | Date | Status | Comments |
|------------------------------|---------------------------|-----------|---------------------------|---|
| Walnut Hills/Memorial Dr | Gene Couch | 3/31/2022 | Observed | EPA Warning |
| 166 Dante Rd. | | 3/31/2022 | Observed | Unfounded |
| 1246 Buffalo Rd | Raymond Harold Shortridge | 3/31/2022 | Observed | Dump on right of way, camera set camera pulled, no further activity |
| 468 Simmons Town Rd Raven | Loraine Byrd | 3/31/2022 | Summons Issued | |
| 107 Love road Lebanon | Lisa Huffman | 3/29/2022 | Summons Issued | |
| 75 Grand Haven Drive | Christy Honaker | 4/1/2022 | Cert. ltr. sent | 6/21/2022 Checked area in violation 7-30-2022 Certified Letter |
| 84 Hill Top Rd Dante | Tiller Residence | 4/15/2022 | Hand Delivered Ltr | spoke with brother, partially cleaned 7-18-2022: Hand delivered letter ***8-30-2022: Rechecked, more progress |

Russell County Litter Dept.

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James Brooks, RC Litter
Officer



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|---|-------------------------|-----------|----------------------|---|
| 151 Straight Hollow Road Dante | Mae Baker | 8/15/2022 | Cert. ltr. sent | Certified Letter sent to Property owner |
| 278 Sugar Run road | Michael or Ann Mitchell | 5/13/2022 | Completed | ***8-26-2022: Completed |
| 331 Sugar Run Road | Timothy or Velma Martin | 5/13/2022 | Copy of Code Left | No contact made |
| Appliance repair Business Dante Road | | 5/14/2022 | Completed | |
| Cleveland | Burrell Ray's Property | 6/3/2022 | Completed | 7-26-2022: complied |
| 2094 Pioneer Drive | Sherman Stutzer | 6/15/2022 | Cert. ltr. sent | ***Cert. letter not accepted |
| 79 Ratliff Lane | Belfast (vacant lot) | 6/20/2022 | Cert. ltr. sent | ***Cert. letter not accepted |

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| 360 Carbo Road | Cleveland area--Curtis Salvers | 6/21/2022 | Complied | (Complainant of subjects throwing several garbage bags out near residence. Complainant picked up and hauled trash off. Complainant found one items with name and address. Investigating. ***7-20-2022: Suspects residence found. Moved to Ohio. Area Cleaned |
| Big A Mountain. | Tires dumped on strip job | 6/21/2022 | Observed | Investigating ***8-30-22: no evidence |
| Cedar Creek | Lebanon (trash behind camper) | 6/21/2022 | Hand Delivered Ltr | Investigating ***7-28-2022: Copy of letter given |
| Brick House Mew Rd Vacant | Castlewood | 6/22/2022 | Complied | Investigating ***7-28-2022: Complied |
| 292 Upper Bear Wallow Rd. | Dante | 6/22/2022 | Complied | ***8-29-2022: Complied |
| Rt. 65 beside John Puckett's Home | Castlewood | 6/22/2022 | Observed | Investigating ***7-26-2022: Nothing found |

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| 860 Clifton Farms Road | Danny Keith Osborne | 6/22/2022 | Complied | Investigating ***8-29-2022: Complied |
| Goss Trailer Park (Jimmy Little trailer) | | 6/7/2022 | Summons Issued | 7-28-2022: Progress ***8-30-2022: Rechecked -Worse than when first spoke with Mr. Little ***8-30-2022: Summons issued |
| Goss Trailer Park. 4th trailer on Right. | | 6/27/2022 | Copy of Code Left | |
| 1920 Big Cedar Creek Rd. | Gleaver B. Carpenter heirs | 6/27/2022 | Copy of Code Left | |
| 253 Frosty Road | Richard Or Margaret Jessee | 7/5/2022 | Copy of Code Left | 7-26-2022: Progress |
| Ridge St. (McInturff) | Castlewood | 7/5/2022 | Copy of Code Left | Bank owned/code left with tenant ***Outside of home has been cleaned. Subjects are supposedly moving. Recheck on 9-2-2022. |
| 307 Mew Rd. | Castlewood, | 7/5/2022 | Copy of Code Left | *** Certified Letter to be mailed |

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| 4982 Mew Road | James D. Ratliff | 7/18/2022 | Complied | 7/7/2022: Copy of code left 8-30-2022: Complied |
| 583 Mew Road | Robert Puckett | 7/11/2022 | Complied | ***8-30-2022: Complied |
| 284 Lower Bearwallow Rd. | Dante | 7/11/2022 | Complied | 7-13-2022: Complied |
| 1559 Straight Hollow Rd | Shane D or Elizabeth Kenyon | 7/18/2022 | Complied | copy of letter left 8-30-2022: Complied |
| 342 Straight Hollow Rd | Christina Marie Parks | 7/18/2022 | Complied | copy of letter left 8-30-2022: Complied |
| 243 Red Oak Ridge Rd. | Castlewood | 7/18/2022 | Observed | copy of letter left Owner Incarcerated |
| 4442 Red Oak Ridge Rd. (Vacant) | Castlewood Jeremy Juddd | 8/15/2022 | Cert. Ltr receipt card recvd | |
| 4478 Red Oak Ridge Rd. (Vacant) | Warren or Keisha Kiser | 7/19/2022 | Cert. ltr. sent | Certified letter sent |

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| 20 Crooked Branch Rd | Jennifer Smith | 7/19/2022 | Cert. ltr. sent | Certified Letter sent |
| 32 Crooked Branch Rd. | Shawn Dwayne Smith | 7/19/2022 | Cert. ltr. sent | Certified Letter sent |
| Trash complaint | | | | <p>Complaint of subjects operating trash collection business in County. Spoke with Brian. Subjects have made plans to obtain permit. 6/23/22 Permit obtained.</p> |
| 933 J. Frank Taylor Subdivision Rd. | Belfast | 7-26-2022 | Hand Delivered Ltr | <p>7-26-2022: Letter given to occupant 8-30-2022: Progress</p> |
| 584 Lower Bear Wallow | Dante | 7-26-2022 | Complied | 7-26-2022: Roofing materials Spoke to owner 8-30-2022: Complied |
| 607 Lower Bear Wallow | Dante | 7-26-2022 | Complied | 7-26-2022: Trash behind house; spoke with resident 8-30-2022: Complied |

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| Burtons Ford | Castlewood | 8-15-2022 | Observed | 8-15-2022: Trash dumped on property. Address and name of suspect located. Spoke with suspect who advised she will pick up trash. Would not admit to dumping blamed it on others, who cannot be located. Trash will be picked up or suspect will be charged. |
| 1663 Straight Hollow Rd. | Dante | 7-26-2022 | Complied | 7-26-2022: Trash piled beside road, Letter given to occupant 8-30-2022: Complied |
| 17 Culbertson Lane | Dickensonville | 7-26-2022 | Complied | 7-26-2022: Letter left in door. (Vacant) 8-30-2022: Complied |
| 5777 Mew Rd. | Castlewood | 7-18-2022 | Complied | 7-18-2022: Brush, tires, trash, letter left with owner. 8-30-2022: Complied |

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| John Simms Rd. | | | | Former Finney Convenience site. (Lease has expired). Trash is being dumped at site. 2 cameras deployed on 8-15-2022. Site cleaned twice. 5 house holds told to go pick up trash from site. Chain and locked gate. Lock cut off and chain stolen. Surveillance cameras have provided some information about other subjects dumping at the site. Investigating those now. Gate was also torn from hinges. Gate fixed and tied back in place. Letter being certified mailed to landowner advising of his responsibility to secure gate. Working site for another week. Gate tied back up and tied with wire. Signs placed in two(2) places in plain sight. |