

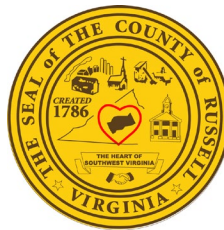
RUSSELL COUNTY
BOARD OF SUPERVISOR’S MEETING
AGENDA – DECEMBER 11, 2023

BOS Board 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. Board of Supervisors Service Plaques – Tim Lovelace, Carl Rhea, & Oris Christian
2. RC Fair Association Report – Donna Meade

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 November 13, 2023
2. Approval of Expenditures. Consider approval of expenditures presented for payment.....B-2

- 7. VDOT No-Cost Rural Addition Resolution Rte. 836 Extension - Culberson Lane.....C-7
- 8. RC School Board Reversion Funds Appropriation & Reallocation concerning the 2% Employee Salary by the General Assembly.....C-8
- 9. RC DSS Board Appropriation of Funds concerning the 2% Employee Salary by the General Assembly.....C-9
- 10. DCJS Law Enforcement Equipment Grant - \$542,000 (\$61,000 Increase).....C-10
- 11. RC Sheriff, Lebanon & Honaker Police “Shop With A Cop” Donation.....C-11
- 12. Library of Virginia Revised State Grant-In-Aid FY 2024 - \$128,394.....C-12
- 13. VDEM Emergency Management Performance Grant - \$7,500.....C-13
- 14. RC Emergency Burn Ban Resolution Cancellation.....C-14
- 15. Potesta Master Agreement for Engineers & Environmental Services Contract Six-Month Extension.....C-15
- 16. VDH & RC BOS Service Agreement – RC Health Department.....C-16
- 17. RC Operational Medical Director (OMD) Contract for Services.....C-17
- 18. VDOT Resolution – Russell County Coal Haul Road Plan – Rte. 615 Gravel Lick Road Improvements - \$100,000.....C-18
- 19. RC Planning Commission – CL Dale Construction Review.....C-19
- 20. Honaker & Castlewood Canneries Closure Date.....C-20
- 21. County December Holiday Payroll & Schedule.....C-21
- 22. RC BOS January 2024 Regular Board Meeting.....C-22
- 23. VDOT Dante ATV Route Study – T&L Engineering - \$4,990.....C-23

BOARD DISCUSSIONS & REMINDERS

ADJOURNMENT

COUNTY AGENCY / BOARD REPORTS:

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



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Information Item
Presenters - Various

Meeting: 12/11/23 6:00 PM

Presentations

- 1. Board of Supervisors Service Plaques – Tim Lovelace, Carl Rhea, & Oris Christian**
- 2. RC Fair Association Report – Donna Meade**

Staff Recommendation:

Presentation – Informational Only.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- Various

Appreciation Award

Presented to

Tim Lovelace

In Sincere appreciation for outstanding service

to

Russell County

Supervisor, District 1

January 1, 2016 - December 31, 2023

Appreciation Award

Presented to

Carl Rhea

In Sincere appreciation for outstanding service

to

Russell County

Supervisor, District 3

January 1, 2016 - December 31, 2023

Appreciation Award

Presented to

Oris Christian

In Sincere appreciation for outstanding service

to

Russell County

Supervisor At-Large

January 1, 2020 - December 31, 2023



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item B-1
Presenter: Chairperson

Meeting: 12/11/23 6:00 PM

Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of November 13, 2023**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

November 13, 2023

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, November 13, 2023 at 6:00 pm at the Russell County Government Center in Lebanon, Virginia.

The Clerk called the meeting to order.

Roll Call by the Clerk:

Present:

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

Lonzo Lester, Clerk
Vicki Porter, Deputy Clerk Nick
Compton, County Attorney

Absent:

None

APPROVAL OF THE AGENDA

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

The vote was:

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

Presentations

Stacy Martin, Vet Fest thanked the Board for all the support of Vet Fest and presented them with a Flag.

New Business

APPROVAL OF THE OCTOBER 02, 2023 MINUTES

Motion made by Tim Lovelace, second Oris Christian and duly approved by the Board of Supervisors to approve the October 02, 2023 minutes and dispense with the reading thereof.

The vote was:

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

Nay: None

APPROVAL OF GENERAL COUNTY INVOICES

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve general county expenditures in the amount of \$1,436,583.70 including reoccurring and withholdings.

The vote was:

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

Nay: None

Committee Appointments

CATHERINE PRATT AND JASON GULLET RE-APPOINTED TO THE DANTE COMMUNITY CENTER BOARD

Motion made by David Eaton, second Oris Christian and duly approved by the Board of Supervisors to reappoint Catherine Pratt and Jason Gullet to the Dante Community Center Board for (2) two-year terms, said terms ending October 12, 2025.

The vote was:

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

Nay: None

GREG STOOTS APPOINTED TO THE RUSSELL COUNTY PLANNING COMMISSION

Motion made by Rebecca Dye, second David Eaton and duly approved by the Board of Supervisors to appoint Greg Stoots to the Russell County Planning Commission for a (4) four-year term, said term ending October 01, 2027.

The vote was:

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

Nay: None

JIM EATON RE-APPOINTED TO THE CPEDC

Motion made by Rebecca Dye, second Steve Breeding and duly approved by the Board of Supervisors to re-appoint James Eaton, Jr. to the Cumberland Plateau Economic Development Commission for a (1) one year term, said term ending October 12, 2024.

The vote was:

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

Nay: None

Abstain: David Eaton

Citizen' Comment

The Chair opened citizens' comment.

The following citizens spoke in opposition to the proposed private landfill at the Moss III site.

Several different issues were mentioned including leakage, air quality, pollution impacting the Clinch River, decrease in property values, decrease in tourism, etc. They also asked that the BOS have a more open and transparent dialog concerning this project and asked that they vote NO when asked to approve this landfill.

Amy Branson
Josh Burgess
Billy Johnson
Gary Hughes
Elijah Cordle
Angie McGlothlin
Jared Ring
Branyan Musick
Darnis Salyer
Kristen Caudill
Shelia Ball
Darryl Runfrey
Patricia Lester
McClannahan
Kerry McCormick
Donna Fields
Curtis Salyers
Tammy Garrett
Jim Lyttle
David Ball

Stanley Keen addressed the Board concerning a road safety issue in the Lynn Springs area of Route 632.

The Chair closed citizens' comment.

County Administrator Reports and Requests

APPROVAL OF THE ANNUAL TURKEY DONATIONS

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to approve the annual holiday turkey certificates for the community and county employees.

The vote was:

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

Nay: None

APPROVAL OF A BURN BAN RESOLUTION FOR RUSSELL COUNTY

Motion made by Carl Rhea, second David Eaton and duly approved by the Board of Supervisors to approve a Burn Ban Resolution for Russell County effective immediately.

The vote was:

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

Nay: None

APPROVAL OF GENERAL REGISTRAR AND ELECTORAL BOARD SALARIES FOR 2023/2024

Motion made Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the 2023/2024 Authorized General Registrar & Local Electoral Board Member Salaries for Russell County.

The vote was:

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

Nay: None

APPROVAL OF A VDEM PSAP STAFFING RECOGNITION GRANT IN THE AMOUNT OF \$30,000

Motion made by David Eaton, second Oris Christian and duly approved by the Board of Supervisors to accept and appropriate a VDEM PSAP Staffing Recognition Grant in the amount of \$30,000.

The vote was:

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

Nay: None

APPROVAL OF A \$5000 VA911- FY24 DATA MAIN. & DATA TRANSFER GRANT

Motion made by Oris Christian, second David Eaton and duly approved by the Board of Supervisors to accept and appropriate a VA 911 Services Board – FY 24 Data Maintenance & Data Transfer Grant in the amount of \$5000.

The vote was:

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

Nay: None

APPROVAL OF A VDOT SPEED STUDY FOR RTE. 932, LYNN SPRING ROAD

Motion made by David Eaton, second Oris Christian and duly approved by the Board of Supervisors to approve a VDOT speed study for Rte. 632, Lynn Springs Road.

The vote was:

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

Nay: None

APPROVAL OF THE RC COURTHOUSE SKANSKA PROJECT MGMT SERVICES AGREEMENT

Motion made by Oris Christian, second Carl Rhea and duly approved by the Board of Supervisors to approve the Russell County Courthouse Skanska Project Management Services Agreement.

The vote was:

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

Nay: None

APPROVAL TO ADVERTISE FOR A HUMAN RESOURCE & PAYROLL POSITION FOR THE COUNTY ADMINISTRATOR'S OFFICE

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to advertise for a Human Resource & Payroll position for the County Administrator's office.

The vote was:

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

Nay: Lou Wallace

APPROVAL OF DANTE DOWNTOWN REVITALIZATION COMPREHENSIVE COMMUNITY DEVELOPMENT IN THE AMOUNT OF \$60,000.

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a DHCD CDBG Planning Grant – Dante Downtown Revitalization Comprehensive Community Development in the amount of \$60,000.

The vote was:

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

Nay: None

APPROVAL OF A DEQ LITTER PREVENTION & RECYCLING PROGRAM GRANT IN THE AMOUNT OF \$25,440

Motion made by Oris Christian, second David Eaton and duly approved by the Board of Supervisors to accept and appropriate the DEQ Litter Prevention & Recycling Program Grant in the amount of \$25,440.

The vote was:

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

Nay: None

NATIONAL OPIOID SETTLEMENT PAYMENT IN THE AMOUNT OF \$15,156.81

Motion made by Rebecca Dye, second David Eaton and duly approved by the Board of Supervisors to approve a National Opioid Settlement Payment in the amount of \$15,156.81.

The vote was:

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

Nay: None

APPROVAL OF THE RC LANDFILL PROFESSIONAL SERVICES - TRC ENGINEERS, INC

Motion made by Steve Breeding, second Carl Rhea and duly approved by the Board of Supervisors to approve the Russell County Landfill Professional Services – TRC Engineers, Inc.

The vote was:

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

Nay: None

APPROVAL TO SET THE NEXT BOARD MEETING FOR DECEMBER 11, 2023 AT 6:00 PM

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to set the Board of Supervisors meeting for Monday, December 11, 2023 at 6:00 pm.

The vote was:

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

Nay: None

Clerk of the Board

Chairperson



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item B-2
Presenter: Chairperson

Meeting: 12/11/23 6:00 PM

Approval of Expenditures

Request approval of the County's November 2023 Monthly Expenditures:

STAFF RECOMMENDATION(s):

County's November 2023 Monthly Expenditures are in compliance with budget and operational services.

SUGGESTED MOTION(s):

Motion to approve County's November 2023 Monthly Expenditures.

ATTACHMENTS:

- November 2023 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>
12/04/2023	10/30/2023	000732 APPALACHIAN NAT	10302023-		456.44	456.44	4100-043020-5102-	-
					456.44	456.44 *		
12/04/2023	11/15/2023	000047 AT&T	11152023		64.22	64.22	4100-031020-5203-	-
12/04/2023	11/15/2023	000047 AT&T	11152023		49.27	49.27	4100-031020-5203-	-
					113.49	113.49 *		
12/04/2023	11/16/2023	004452 CRYSTAL SPRINGS	16981294 111623		13.64	13.64	4100-021060-5401-	-
12/04/2023	10/19/2023	004452 CRYSTAL SPRINGS	16981298 101923		84.55	84.55	4100-013010-5401-	-
12/04/2023	11/16/2023	004452 CRYSTAL SPRINGS	16981300 111623		13.16	13.16	4100-021020-5401-	-
					111.35	111.35 *		
12/04/2023	11/14/2023	003824 DICKENSON WADE	11142023		81.04	81.04	4100-099000-5000-	-
					81.04	81.04 *		
12/04/2023	11/14/2023	004831 FOUNDATION SYST	2273		334.00	334.00	4100-094010-8029-	-
					334.00	334.00 *		
12/04/2023	11/20/2023	001862 GREAT AMERICA L	35328959		263.22	263.22	4100-012090-5401-	-
					263.22	263.22 *		
12/04/2023	11/09/2023	005037 HOFFMAN & HOFFM	688463		2,472.00	2,472.00	4100-094010-8029-	-
					2,472.00	2,472.00 *		
12/04/2023	9/01/2023	000331 J A STREET & AS 1.			108,015.00	108,015.00	4100-094010-8029-	-
					108,015.00	108,015.00 *		
12/04/2023	8/24/2023	005116 JASPER GROUP	0000568594		17,188.36	17,188.36	4100-094010-8029-	-
					17,188.36	17,188.36 *		
12/04/2023	11/25/2023	003587 JOHN DEERE FINA	11252023		418.77	418.77	4100-031020-5408-	-
					418.77	418.77 *		
12/04/2023	11/15/2023	003051 LIGHTHOUSE SUPP	11151145		925.00	925.00	4100-043020-5407-	-
					925.00	925.00 *		
12/04/2023	11/17/2023	004972 PITNEY BOWES BA	11172023		520.99	520.99	4100-021060-5201-	-
					520.99	520.99 *		
12/04/2023	10/31/2023	000663 RUSSELL COUNTY	10312023		381.58	381.58	4100-043020-5103-	-
12/04/2023	10/31/2023	000663 RUSSELL COUNTY	10312023		762.93	762.93	4100-071040-5103-	-
					1,144.51	1,144.51 *		
12/04/2023	11/23/2023	000594 SAM'S CLUB/GEGR	11232023		1,335.92	1,335.92	4100-031020-5409-	-
					1,335.92	1,335.92 *		
12/04/2023	11/16/2023	003380 SHENTEL	11162023		130.38	130.38	4100-012010-5413-	-
12/04/2023	11/16/2023	003380 SHENTEL	11162023		126.39	126.39	4100-031020-5203-	-
12/04/2023	11/16/2023	003380 SHENTEL	11162023		130.38	130.38	4100-031020-5203-	-
12/04/2023	11/21/2023	003380 SHENTEL	11212023		145.94	145.94	4100-035050-5413-	-
12/04/2023	11/21/2023	003380 SHENTEL	11212023--		2,687.84	2,687.84	4100-071040-5604-	-
					3,220.93	3,220.93 *		
12/04/2023	10/31/2023	004710 SKANSKA USA BUI	2220802-41		15,529.00	15,529.00	4100-094010-8029-	-
					15,529.00	15,529.00 *		
12/04/2023	10/03/2023	004238 UNITED REFRIGER	92962630-00		36.98	36.98	4100-043020-5407-	-
					36.98	36.98 *		
12/04/2023	11/23/2023	004837 WEX ENTERPRISE	93228768		14,592.02	14,592.02	4100-031020-5408-	-
					14,592.02	14,592.02 *		
		TOTAL FOR DUE DATE 12/04/2023			166,759.02	166,759.02		
		TOTAL DUE FOR FUND- 4100			166,759.02	166,759.02		

<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>
12/04/2023	10/31/2023	000663 RUSSELL COUNTY	10312023		248.98	248.98	4839-083990-5102-	-
					248.98	248.98	*	
					248.98	248.98		
					248.98	248.98		
					167,008.00	167,008.00		
					.00	.00		
					.00	.00		
					167,008.00	167,008.00		
					.00			

TOTAL FOR DUE DATE 12/04/2023
 TOTAL DUE FOR FUND- 4839
 NON-DIRECT DEPOSIT
 DIRECT DEPOSIT
 E-Payable Total
 FINAL DUE

<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>
12/11/2023	11/07/2023	005003 ADAMS STEPHANIE	11072023	20	50.00	50.00	4100-013010-3002-	-
					50.00	50.00 *		
12/11/2023	11/01/2023	004228 ADDINGTON CAROL	NOV 23		444.75	444.75	4100-011010-5501-	-
					444.75	444.75 *		
12/11/2023	11/28/2023	004568 ADDINGTON OIL C	123000		4,803.04	4,803.04	4100-042400-5408-	-
					4,803.04	4,803.04 *		
12/11/2023	11/16/2023	002623 ADVANCED MAILIN	174442		136.56	136.56	4100-012010-3005-	-
					136.56	136.56 *		
12/11/2023	12/11/2023	003770 AICHE	24 MEM DUES		219.00	219.00	4100-035050-5504-	-
					219.00	219.00 *		
12/11/2023	11/13/2023	003845 ALSCO	LROA1105783		35.93	35.93	4100-072010-3008-	-
12/11/2023	12/04/2023	003845 ALSCO	LROA1108064		1,157.65	1,157.65	4100-072010-3008-	-
					1,193.58	1,193.58 *		
12/11/2023	10/17/2023	004982 AMAZON CAPITAL	10-17 11-19 23	10	18.78	18.78	4100-073010-5414-	-
12/11/2023	10/17/2023	004982 AMAZON CAPITAL	10-17 11-19 23	10	34.99	34.99	4100-073010-5401-	-
12/11/2023	10/17/2023	004982 AMAZON CAPITAL	10-17 11-19 23	10	8.79	8.79	4100-073010-5407-	-
12/11/2023	10/17/2023	004982 AMAZON CAPITAL	10-17 11-19 23	10	620.25	620.25	4100-073010-5411-	-
					682.81	682.81 *		
12/11/2023	10/31/2023	004466 BAILEY ENGINEER	23208		600.00	600.00	4100-094010-8036-	-
					600.00	600.00 *		
12/11/2023	10/19/2023	000007 BAKER & TAYLOR	10192023	10	1,703.79	1,703.79	4100-073010-5411-	-
					1,703.79	1,703.79 *		
12/11/2023	11/07/2023	003889 BALDWIN ERIN	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/07/2023	002592 BALDWIN GRACIE	11072023	20	330.00	330.00	4100-013010-3002-	-
12/11/2023	11/07/2023	002592 BALDWIN GRACIE	11072023	20	52.40	52.40	4100-013010-5501-	-
					382.40	382.40 *		
12/11/2023	11/07/2023	004997 BALL COREY R	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	002236 BALL DEBRA KAY	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	003419 BALL EARIKA	11072023	20	330.00	330.00	4100-013010-3002-	-
12/11/2023	11/07/2023	003419 BALL EARIKA	11072023	20	65.50	65.50	4100-013010-5501-	-
12/11/2023	11/07/2023	003419 BALL EARIKA	11072023 CUST	20	50.00	50.00	4100-013010-3002-	-
					445.50	445.50 *		
12/11/2023	11/07/2023	000068 BARNHART BARBA	11072023	20	330.00	330.00	4100-013010-3002-	-
12/11/2023	11/07/2023	000068 BARNHART BARBA	11072023	20	52.40	52.40	4100-013010-5501-	-
					382.40	382.40 *		
12/11/2023	11/07/2023	004093 BELCHER DANNY S	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/07/2023	004091 BELCHER LINDA	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/29/2023	004494 BENTLEY DISTRIB	103463		15.80	15.80	4100-012010-5401-	-
12/11/2023	11/29/2023	004494 BENTLEY DISTRIB	103463		15.80	15.80	4100-012090-5401-	-
12/11/2023	11/29/2023	004494 BENTLEY DISTRIB	103463		15.80	15.80	4100-035050-5401-	-
12/11/2023	11/29/2023	004494 BENTLEY DISTRIB	103463		15.80	15.80	4100-034010-5401-	-
12/11/2023	11/29/2023	004494 BENTLEY DISTRIB	103463		15.80	15.80	4100-012130-5401-	-
12/11/2023	11/08/2023	004494 BENTLEY DISTRIB	403348		15.80	15.80	4100-012010-5401-	-
12/11/2023	11/08/2023	004494 BENTLEY DISTRIB	403348		15.80	15.80	4100-012090-5401-	-
12/11/2023	11/08/2023	004494 BENTLEY DISTRIB	403348		15.80	15.80	4100-035050-5401-	-
12/11/2023	11/08/2023	004494 BENTLEY DISTRIB	403348		15.80	15.80	4100-034010-5401-	-
12/11/2023	11/08/2023	004494 BENTLEY DISTRIB	403348		15.80	15.80	4100-012130-5401-	-
					158.00	158.00 *		
12/11/2023	9/13/2023	000052 BLEVINS SEPTIC	38006		595.00	595.00	4100-043020-3004-	-
					595.00	595.00 *		

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12/11/2023	11/14/2023	000092 BONANZA RESTAUR	304411		195.00	195.00	4100-011010-5413-	-
					195.00	195.00 *		
12/11/2023	11/07/2023	001899 BREEDING JEAN	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/07/2023	005122 BURKE ADAM	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	005121 BUSH JENNIFER	11072023	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	002982 BUSH MARY	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	001177 CAMPBELL PHILLI	11072023	20	3,601.13	3,601.13	4100-013010-3002-	-
12/11/2023	11/07/2023	001177 CAMPBELL PHILLI	11072023	20	331.43	331.43	4100-013010-5501-	-
					3,932.56	3,932.56 *		
12/11/2023	11/07/2023	001099 COLLINS WAYNE	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/07/2023	004227 COMPTON KIMBERL	11072023	20	342.01	342.01	4100-013010-3002-	-
12/11/2023	11/07/2023	004227 COMPTON KIMBERL	11072023	20	27.51	27.51	4100-013010-5501-	-
12/11/2023	11/07/2023	004227 COMPTON KIMBERL	11072023 CUST	20	50.00	50.00	4100-013010-3002-	-
					419.52	419.52 *		
12/11/2023	11/07/2023	004606 COMPTON TERRY D	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	10/25/2023	004044 CRAIG'S FIREARM	41213		1,143.00	1,143.00	4100-031020-5409-	-
					1,143.00	1,143.00 *		
12/11/2023	11/07/2023	004642 CRBECH JIMMY	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004442 CULBERTSON RICK	11072023	20	1,646.00	1,646.00	4100-013010-3002-	-
					1,646.00	1,646.00 *		
12/11/2023	11/16/2023	000171 CUMBERLAND PLAT	311-		73,290.36	73,290.36	4100-042010-3002-	-
					73,290.36	73,290.36 *		
12/11/2023	10/25/2023	004691 CUSTOM CAGE	CC-23-0355		730.00	730.00	4100-031020-5409-	-
					730.00	730.00 *		
12/11/2023	11/07/2023	004902 DALES DAVID	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	001871 DELPH KELLY MCB	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	10/30/2023	000184 DEMCO	7390346	10	56.10	56.10	4100-073010-5401-	-
					56.10	56.10 *		
12/11/2023	11/07/2023	001960 DINGUS ANTHONY	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004643 DISHMAN TERESA	11072023	20	330.00	330.00	4100-013010-3002-	-
12/11/2023	11/07/2023	004643 DISHMAN TERESA	11072023	20	62.88	62.88	4100-013010-5501-	-
					392.88	392.88 *		
12/11/2023	11/07/2023	005002 DISHMAN TERRY	11072023	20	50.00	50.00	4100-013010-3002-	-
					50.00	50.00 *		
12/11/2023	11/14/2023	000198 DOMINION OFFICE	-158474	10	56.99	56.99	4100-073010-5401-	-
12/11/2023	11/03/2023	000198 DOMINION OFFICE	158201	10	121.92	121.92	4100-073010-5401-	-
12/11/2023	11/07/2023	000198 DOMINION OFFICE	158303	10	43.20	43.20	4100-073010-5401-	-
12/11/2023	11/09/2023	000198 DOMINION OFFICE	158368	10	46.80	46.80	4100-073010-5401-	-
12/11/2023	10/24/2023	000198 DOMINION OFFICE	157929		199.20	199.20	4100-013020-5401-	-
12/11/2023	10/24/2023	000198 DOMINION OFFICE	157933		699.98	699.98	4100-013010-3002-	-
12/11/2023	11/02/2023	000198 DOMINION OFFICE	158189		99.99	99.99	4100-013010-5401-	-
12/11/2023	11/07/2023	000198 DOMINION OFFICE	158300		422.99	422.99	4100-013010-5401-	-
12/11/2023	11/07/2023	000198 DOMINION OFFICE	158301		21.99	21.99	4100-021010-5401-	-
12/11/2023	11/07/2023	000198 DOMINION OFFICE	158304		144.99	144.99	4100-072010-5407-	-
12/11/2023	11/07/2023	000198 DOMINION OFFICE	158316		52.99	52.99	4100-021010-5401-	-

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12/11/2023	11/14/2023	000198 DOMINION OFFICE	158464		56.99	56.99	4100-012010-5401-	-
12/11/2023	11/14/2023	000198 DOMINION OFFICE	158465		323.94	323.94	4100-043020-5405-	-
12/11/2023	11/15/2023	000198 DOMINION OFFICE	158515		103.98	103.98	4100-072010-5405-	-
12/11/2023	11/17/2023	000198 DOMINION OFFICE	158515.1		139.98	139.98	4100-072010-5405-	-
12/11/2023	11/16/2023	000198 DOMINION OFFICE	158546		12.49	12.49	4100-012010-5401-	-
12/11/2023	11/21/2023	000198 DOMINION OFFICE	158629		159.98	159.98	4100-072010-5405-	-
12/11/2023	11/28/2023	000198 DOMINION OFFICE	158737		8.04	8.04	4100-012010-5401-	-
12/11/2023	11/28/2023	000198 DOMINION OFFICE	158753		25.80	25.80	4100-032050-5401-	-
12/11/2023	12/01/2023	000198 DOMINION OFFICE	158847		32.90	32.90	4100-042400-5401-	-
					2,775.14	2,775.14	*	
12/11/2023	11/07/2023	003194 DOTSON GARY	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00	*	
12/11/2023	12/05/2023	003674 DYE REBECCA	2023 MILEAGE		563.30	563.30	4100-011010-5501-	-
					563.30	563.30	*	
12/11/2023	11/07/2023	005001 ELAM SPENCER	11072023	20	75.00	75.00	4100-013010-3002-	-
					75.00	75.00	*	
12/11/2023	11/07/2023	004433 FERGUSON RICHA	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00	*	
12/11/2023	10/31/2023	001445 FISHER AUTO PAR	397-295924		5.89	5.89	4100-042400-5408-	-
12/11/2023	11/30/2023	001445 FISHER AUTO PAR	397-296815		13.30	13.30	4100-042400-5413-	-
					19.19	19.19	*	
12/11/2023	11/07/2023	000239 FOOD CITY	11072023		29.96	29.96	4100-011010-5413-	-
12/11/2023	11/07/2023	000239 FOOD CITY	11072023		81.77	81.77	4100-031020-5401-	-
					111.73	111.73	*	
12/11/2023	10/31/2023	004659 GOVERNMENT FORM	0343931		314.63	314.63	4100-013020-3006-	-
					314.63	314.63	*	
12/11/2023	11/28/2023	001862 GREAT AMERICA L	35399086		140.00	140.00	4100-031020-5401-	-
					140.00	140.00	*	
12/11/2023	11/07/2023	004547 GUERNSEY	INV-2635244		206.00	206.00	4100-021020-5401-	-
					206.00	206.00	*	
12/11/2023	11/07/2023	004225 HALL JO ANN	11072023	20	2,324.50	2,324.50	4100-013010-3002-	-
					2,324.50	2,324.50	*	
12/11/2023	11/07/2023	002914 HAMM DEBORAH	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00	*	
12/11/2023	11/07/2023	003196 HARRISON JOEL	11072023	20	410.63	410.63	4100-013010-3002-	-
					410.63	410.63	*	
12/11/2023	10/31/2023	005074 HD MEDIA CO INC	1913390	10	32.77	32.77	4100-011010-3007-	-
12/11/2023	10/01/2023	005074 HD MEDIA CO INC	1911950		388.85	388.85	4100-013020-3007-	-
					421.62	421.62	*	
12/11/2023	11/07/2023	004436 HESS ANGELA GAI	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00	*	
12/11/2023	11/07/2023	004833 HESS CALVIN J	11072023	20	414.38	414.38	4100-013010-3002-	-
					414.38	414.38	*	
12/11/2023	11/07/2023	003859 HESS DONNA	11072023	20	2,480.94	2,480.94	4100-013010-3002-	-
					2,480.94	2,480.94	*	
12/11/2023	11/07/2023	005126 HESS RACHEL	11072023	20	75.00	75.00	4100-013010-3002-	-
					75.00	75.00	*	
12/11/2023	11/07/2023	005124 HOLBROOK MELANI	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00	*	
12/11/2023	11/20/2023	004627 HOLSTON MEDICAL	262640		60.00	60.00	4100-042400-5401-	-
12/11/2023	11/20/2023	004627 HOLSTON MEDICAL	262670		110.00	110.00	4100-042400-5401-	-
12/11/2023	11/20/2023	004627 HOLSTON MEDICAL	262680		75.00	75.00	4100-042400-5401-	-
					245.00	245.00	*	
12/11/2023	11/07/2023	004558 HONAKER JUSTIN	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00	*	

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12/11/2023	11/07/2023	004220 HONAKER KAYTLYN	11072023	20	330.00	330.00	4100-013010-3002-	-
12/11/2023	11/07/2023	004220 HONAKER KAYTLYN	11072023	20	45.85	45.85	4100-013010-5501-	-
					375.85	375.85 *		
12/11/2023	11/07/2023	004899 HONAKER TERRY	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/22/2023	000308 HONAKER TIRE SE	301639		749.78	749.78	4100-042400-5408-	-
					749.78	749.78 *		
12/11/2023	11/07/2023	004999 HURT ANGELA M	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	9/25/2023	003866 INNOVATIVE TECH	3916		487.50	487.50	4100-031020-3005-	-
12/11/2023	10/26/2023	003866 INNOVATIVE TECH	3951		262.50	262.50	4100-032050-3005-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3965		1,387.50	1,387.50	4100-012300-3002-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3965		225.00	225.00	4100-094010-8034-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3965		37.50	37.50	4100-072010-3009-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3965		900.00	900.00	4100-094010-7056-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3965		570.00	570.00	4100-094010-7056-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3966		75.00	75.00	4100-012300-3002-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3967		75.00	75.00	4100-012300-3002-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3968		75.00	75.00	4100-022010-5415-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3969		75.00	75.00	4100-072010-3009-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3971		150.00	150.00	4100-094010-8026-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3972		637.50	637.50	4100-012300-3002-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3973		210.00	210.00	4100-032050-3005-	-
12/11/2023	11/17/2023	003866 INNOVATIVE TECH	3973		75.00	75.00	4100-032050-3005-	-
					5,242.50	5,242.50 *		
12/11/2023	11/07/2023	001095 JESSEE PAUL B	11072023	20	330.00	330.00	4100-013010-3002-	-
12/11/2023	11/07/2023	001095 JESSEE PAUL B	11072023	20	41.92	41.92	4100-013010-5501-	-
12/11/2023	11/07/2023	001095 JESSEE PAUL B	11072023 CUST	20	50.00	50.00	4100-013010-3002-	-
					421.92	421.92 *		
12/11/2023	11/07/2023	003059 JESSEE CLAUDETT	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004673 JOHNSON GLENN E	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/07/2023	003075 JOHNSON VERNON	11072023	20	330.00	330.00	4100-013010-3002-	-
12/11/2023	11/07/2023	003075 JOHNSON VERNON	11072023	20	10.48	10.48	4100-013010-5501-	-
					340.48	340.48 *		
12/11/2023	11/07/2023	004783 JOHNSTON LARRY	11072023	20	414.38	414.38	4100-013010-3002-	-
					414.38	414.38 *		
12/11/2023	11/21/2023	003355 JONES MICHELLE	SEPT25 NOV15 23		4,750.00	4,750.00	4100-035010-5404-	-
					4,750.00	4,750.00 *		
12/11/2023	11/07/2023	004773 JUSTICE HEATHER	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	005125 KEEN LANA	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004862 KISER LINDA	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/20/2023	000359 KWIK KAFE	3510-726321		42.00	42.00	4100-012010-5401-	-
					42.00	42.00 *		
12/11/2023	11/22/2023	004546 LEAF	15662406		172.69	172.69	4100-073010-3002-	-
					172.69	172.69 *		
12/11/2023	11/07/2023	004672 LINKOUS, RAY	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	001118 LYTTLE SHERRY	11072023	20	330.00	330.00	4100-013010-3002-	-
12/11/2023	11/07/2023	001118 LYTTLE SHERRY	11072023	20	52.40	52.40	4100-013010-5501-	-
					382.40	382.40 *		

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12/11/2023	11/08/2023	004948 LYTTLE SHILOH	11082023		49.37	49.37	4100-011010-5501-	-
12/11/2023	11/08/2023	004948 LYTTLE SHILOH	11082023		112.35	112.35	4100-011010-5504-	-
					161.72	161.72 *		
12/11/2023	11/07/2023	004645 LYTTLE, JAMES	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004432 MARTIN, CHARLES	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/07/2023	004894 MATHEWS LARRY	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/07/2023	004439 MCCOY BRENDA	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/07/2023	001417 MEADE JUDY	11072023	20	330.00	330.00	4100-013010-3002-	-
12/11/2023	11/07/2023	001417 MEADE JUDY	11072023	20	21.62	21.62	4100-013010-5501-	-
					351.62	351.62 *		
12/11/2023	10/25/2023	004876 MEYERCORD REVEN	111834.01		3,407.40	3,407.40	4100-012130-5402-	-
					3,407.40	3,407.40 *		
12/11/2023	10/27/2023	003387 MOBILE COMMUNIC	354003036-1		150.00	150.00	4100-031020-7003-	-
12/11/2023	11/01/2023	003387 MOBILE COMMUNIC	80118360		790.00	790.00	4100-031020-7003-	-
12/11/2023	12/01/2023	003387 MOBILE COMMUNIC	80120218		695.00	695.00	4100-031020-7003-	-
					1,635.00	1,635.00 *		
12/11/2023	11/01/2023	003474 MONK HARRY J	NOV 23		116.59	116.59	4100-011010-5501-	-
					116.59	116.59 *		
12/11/2023	11/07/2023	004903 MOORE LEISA	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004440 MORRELL, LINDA	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/07/2023	003650 MOYER RICHARD	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	003652 MOYER VIRGINIA	11072023	20	330.00	330.00	4100-013010-3002-	-
12/11/2023	11/07/2023	003652 MOYER VIRGINIA	11072023	20	26.20	26.20	4100-013010-5501-	-
					356.20	356.20 *		
12/11/2023	11/07/2023	004995 MUSICK ALEXIS L	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/20/2023	005128 NEW AGE GRAPHIC	1531		7,993.30	7,993.30	4100-094010-8036-	-
12/11/2023	5/24/2023	005128 NEW AGE GRAPHIC	1457		528.00	528.00	4100-094010-8036-	-
12/11/2023	8/29/2023	005128 NEW AGE GRAPHIC	1498		195.24	195.24	4100-094010-8036-	-
					8,716.54	8,716.54 *		
12/11/2023	11/13/2023	003123 O'REILLY AUTO P	1943-125740		156.02	156.02	4100-043020-5408-	-
					156.02	156.02 *		
12/11/2023	11/21/2023	000904 OLD DOMINION PO	11212023		130.76	130.76	4100-043020-5101-	-
					130.76	130.76 *		
12/11/2023	11/07/2023	004895 OSBORNE TERESA	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004226 OWENS AARON	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	002917 PATRICK KENNETH	11072023	20	3,822.38	3,822.38	4100-013010-3002-	-
					3,822.38	3,822.38 *		
12/11/2023	11/07/2023	005127 PECK TERESA	11072023	20	50.00	50.00	4100-013010-3002-	-
					50.00	50.00 *		
12/11/2023	11/29/2023	004968 PITNEY BOWES GL	3318361230		274.65	274.65	4100-021060-5201-	-
					274.65	274.65 *		
12/11/2023	11/07/2023	003794 PRESLEY DUSTIN	11072023	20	50.00	50.00	4100-013010-3002-	-
					50.00	50.00 *		
12/11/2023	11/07/2023	004859 RHEA, PAMELA	11072023	20	1,916.75	1,916.75	4100-013010-3002-	-
					1,916.75	1,916.75 *		

<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>
12/11/2023	11/20/2023	002812 RICOH USA, INC	38741220		116.09	116.09	4100-032050-3005-	-
12/11/2023	11/20/2023	002812 RICOH USA, INC	5068481642		10.53	10.53	4100-032050-3005-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068564431		5.85	5.85	4100-012130-3005-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068564453		3.20	3.20	4100-021020-3005-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068564944		11.85	11.85	4100-021020-3005-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068565017		11.40	11.40	4100-032050-3005-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068565274		.34	.34	4100-021020-3005-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068565470		54.49	54.49	4100-035010-5401-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068565529		12.53	12.53	4100-034010-5401-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068565949		3.29	3.29	4100-031020-3005-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068566161		2.67	2.67	4100-031020-3005-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068566229		37.62	37.62	4100-022010-5401-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068566294		19.32	19.32	4100-022010-5415-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068566343		179.07	179.07	4100-012090-5401-	-
12/11/2023	12/01/2023	002812 RICOH USA, INC	5068566419		117.41	117.41	4100-012010-3005-	-
					585.66	585.66 *		
12/11/2023	11/07/2023	004647 RING DAVID	11072023 CUST	20	50.00	50.00	4100-013010-3002-	-
					50.00	50.00 *		
12/11/2023	11/07/2023	004896 ROWE LISA	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004996 SALYERS LOIS	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/16/2023	001810 SCHEERER BRYAN	11162023	10	69.99	69.99	4100-073010-5411-	-
					69.99	69.99 *		
12/11/2023	11/01/2023	004017 SCOTT HERBERT W	NOV 23		412.65	412.65	4100-011010-5501-	-
					412.65	412.65 *		
12/11/2023	11/07/2023	004434 SCOTT TABETHA	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004428 SHORTER BRIAN	110072023	20	1,903.00	1,903.00	4100-013010-3002-	-
12/11/2023	11/07/2023	004428 SHORTER BRIAN	110072023	20	2.62	2.62	4100-013010-5501-	-
12/11/2023	11/07/2023	004428 SHORTER BRIAN	11072023 CUST	20	50.00	50.00	4100-013010-3002-	-
					1,955.62	1,955.62 *		
12/11/2023	10/03/2023	004429 SHORTER DIANA	NOV 23		500.09	500.09	4100-013010-5401-	-
					500.09	500.09 *		
12/11/2023	11/07/2023	001104 SIZEMORE SHARO	11072023	20	330.00	330.00	4100-013010-3002-	-
12/11/2023	11/07/2023	001104 SIZEMORE SHARO	11072023	20	28.82	28.82	4100-013010-5501-	-
12/11/2023	11/07/2023	001104 SIZEMORE SHARO	11072023 CUST	20	50.00	50.00	4100-013010-3002-	-
					408.82	408.82 *		
12/11/2023	11/07/2023	005123 SNIDER CHRISTIN	11072023	20	250.00	250.00	4100-013010-3002-	-
12/11/2023	11/07/2023	005123 SNIDER CHRISTIN	11072023	20	17.69	17.69	4100-013010-5501-	-
					267.69	267.69 *		
12/11/2023	11/18/2023	002562 STERICYCLE INC	8005341742		94.95	94.95	4100-021060-5401-	-
12/11/2023	11/18/2023	002562 STERICYCLE INC	8005341742		32.13	32.13	4100-012010-5401-	-
12/11/2023	11/18/2023	002562 STERICYCLE INC	8005341742		32.13	32.13	4100-012090-5401-	-
12/11/2023	11/18/2023	002562 STERICYCLE INC	8005341742		32.13	32.13	4100-012130-5401-	-
					191.34	191.34 *		
12/11/2023	11/07/2023	003997 STINSON JANET	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/30/2023	003144 SUMMIT BUSINESS	2023421		78.75	78.75	4100-012300-7002-	-
					78.75	78.75 *		
12/11/2023	11/07/2023	004516 SWINFORD DEBBIE	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004103 THE SUPPLY ROOM	5149258-0		12.18	12.18	4100-021020-5401-	-
					12.18	12.18 *		
12/11/2023	11/07/2023	004086 THOMAS FREDA JA	11072023	20	330.00	330.00	4100-013010-3002-	-

<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>
12/11/2023	11/07/2023	004086 THOMAS FREDA JA	11072023	20	52.40	52.40	4100-013010-5501-	-
12/11/2023	11/07/2023	004086 THOMAS FREDA JA	11072023 CUST	20	50.00	50.00	4100-013010-3002-	-
					432.40	432.40 *		
12/11/2023	11/30/2023	000680 TOWN OF HONAKER	11302023		38.39	38.39	4100-071040-5103-	-
					38.39	38.39 *		
12/11/2023	11/30/2023	004956 TRC LOCKBOX	116111		3,198.09	3,198.09	4100-042010-3090-	-
					3,198.09	3,198.09 *		
12/11/2023	11/07/2023	004994 TRENT REAGAN M	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004210 TRENT TINA	11072023	20	566.00	566.00	4100-013010-3002-	-
12/11/2023	11/07/2023	004210 TRENT TINA	11072023	20	47.16	47.16	4100-013010-5501-	-
					613.16	613.16 *		
12/11/2023	10/16/2023	000700 TRI CITY BUSINE	AR35046	10	192.16	192.16	4100-073010-3002-	-
12/11/2023	10/13/2023	000700 TRI CITY BUSINE	AR35595	10	279.94	279.94	4100-073010-3002-	-
					472.10	472.10 *		
12/11/2023	11/28/2023	004359 TRUCKPRO HOLDIN	254-0192260		82.18	82.18	4100-042400-5408-	-
					82.18	82.18 *		
12/11/2023	11/07/2023	004863 TURNER CARL	110072023	20	50.00	50.00	4100-013010-3002-	-
12/11/2023	11/07/2023	004863 TURNER CARL	110072023	20	50.00	50.00	4100-013010-3002-	-
					100.00	100.00 *		
12/11/2023	11/07/2023	004785 TURNER HENRY	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/21/2023	003965 UNIFIRST CORPOR	1730096098		108.88	108.88	4100-043020-3008-	-
12/11/2023	11/21/2023	003965 UNIFIRST CORPOR	1730096100		33.39	33.39	4100-043020-3008-	-
12/11/2023	11/21/2023	003965 UNIFIRST CORPOR	1730096103		21.06	21.06	4100-043020-3008-	-
12/11/2023	11/28/2023	003965 UNIFIRST CORPOR	1730097284		19.42	19.42	4100-043020-3008-	-
12/11/2023	11/28/2023	003965 UNIFIRST CORPOR	1730097286		33.39	33.39	4100-043020-3008-	-
12/11/2023	11/28/2023	003965 UNIFIRST CORPOR	1730097289		20.37	20.37	4100-043020-3008-	-
					236.51	236.51 *		
12/11/2023	12/02/2023	000733 VACORP	VA-RU-080-24		38,536.50	38,536.50	4100-099000-1013-	-
					38,536.50	38,536.50 *		
12/11/2023	11/07/2023	004087 VADEN WILLIAM	11072023	20	250.00	250.00	4100-013010-3002-	-
					250.00	250.00 *		
12/11/2023	11/28/2023	003479 VICTORY TROPHIE	1109		48.00	48.00	4100-081040-3007-	-
12/11/2023	11/29/2023	003479 VICTORY TROPHIE	1110		255.00	255.00	4100-011010-5413-	-
					303.00	303.00 *		
12/11/2023	11/11/2023	000718 VIRGINIA LIBRAR	13204	10	425.00	425.00	4100-073010-5500-	-
					425.00	425.00 *		
12/11/2023	11/07/2023	004998 WALLACE PHILLIP	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/30/2023	004278 WELLS FARGO VEN	107820457		215.04	215.04	4100-012090-5401-	-
					215.04	215.04 *		
12/11/2023	11/30/2023	003847 WEX BANK	11302023		2,223.84	2,223.84	4100-043020-5408-	-
12/11/2023	11/30/2023	003847 WEX BANK	11302023		3,891.21	3,891.21	4100-099000-5000-	-
12/11/2023	11/30/2023	003847 WEX BANK	11302023		349.00	349.00	4100-031020-5408-	-
12/11/2023	11/30/2023	003847 WEX BANK	11302023		180.30	180.30	4100-099000-5000-	-
					6,644.35	6,644.35 *		
12/11/2023	11/07/2023	000792 WOLFE DEBORAH	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
12/11/2023	11/07/2023	004904 ZAMPOGNA MICHEL	11072023	20	230.00	230.00	4100-013010-3002-	-
					230.00	230.00 *		
		TOTAL FOR DUE DATE 12/11/2023			205,876.45	205,876.45		
		TOTAL DUE FOR FUND- 4100			205,876.45	205,876.45		

<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>
12/11/2023	11/30/2023	000383 MATTHEW BENDER	11302023		26.69	26.69	4713-021080-6012-	- -
					26.69	26.69 *		
			TOTAL FOR DUE DATE 12/11/2023		26.69	26.69		
			TOTAL DUE FOR FUND- 4713		26.69	26.69		

Board Appointments			
Name	District	Term	Term Ending
<u>Dante Community Center Board Members</u>			
Bobbie Gullett	2	Two Years	April 1, 2023
Arthur Phillips (deceased)	2	Two Years	April 1, 2023
Wanda Osborne (does not wish to serve)	2	Two Years	April 1, 2023
Name	District	Term	Term Ending
<u>Russell County Public Library Board</u>			
Yvonne Dye	4	Three Year	June 30, 2023
Name	District	Term	Term Ending
<u>Spearhead Trails</u>			
Gilbert "Teddy" Clevinger	2	Three Years	August 7, 2023
Name	District	Term	Term Ending
<u>Community Policy Management Team</u>			
Lonzo Lester		Four Year	November 4, 2023
<u>Oak Grove Community Center</u>			
Linda Cross	1	Two Years	November 1, 2023
Rita "Charlene" Johnson	1	Two Years	November 1, 2023
Tammy Perry	1	Two Years	November 1, 2023
John Perry	1	Two Years	November 1, 2023
Nancy Osborne	1	Two Years	November 1, 2023
Name	District	Term	Term Ending
<u>Community Policy Management Team</u>			
Rebecca Dye	6	Four Year	December 31, 2023
<u>Highway & Safety Commission</u>			
Linda Cross	1	Two Years	December 31, 2023
<u>Industrial Development Authority</u>			

Donnie Christian	6	Four Term	December 31, 2023
Nelson "Tony" Dodi	5	Four Term	December 31, 2023
Richard Lockridge	5	Four Term	December 31, 2023
<u>Southwest Virginia EMS Council</u>			
Maxie Skeen	3	Four Years	December 31, 2023

8 November 2023

Dear Steve,

In December, my term on the Russell County Industrial Development Authority will be completed. I would love the opportunity to continue serving on the Authority.

During my tenure as member, Vice-Chairman and now Chairman, the Authority have made positive gains in new jobs and saving jobs in the County (Tate Incorporated, JM Conveyors, Bates Family Farm Manufacturing, Modern Chevrolet, Project Bluebird, Virginia local Probation offices, USDA local offices; etc.). The Authority secured the agreement that created the largest industrial site in the region (232 acres at Moss 3). Over 25,000 square feet of the Government Center for DSS and VDH have been renovated by the Authority.

Other accomplishments include the acquisition of properties which included the Gilmer Property (Probation; USDA), ACME Building (Bates Family Farm), the Bush Building (Tate Incorporated), and Russell Place (Project Bluebird). Without these acquisitions, these "new" jobs would neither have been imagined nor obtained.

Our Authority has turned over a new leaf regarding accountability by the Authority and its customers. The Castlewood Log Yard was sold to Hilton Logging, reducing liability to the County. The Trout Processing Facility by a local individual which the Authority had bank rolled thru VCEDA was placed in default with the individual paying back the monies to retain the property. The Lebanon Hotel was sold at the urging of the Authority over several years. Polycap LLC was placed in default by the Authority; and, we are in negotiations with a signed Letter of Intent (Project Bluebird) to be purchased in the next few months.

I appreciate you appointing me in the past. I hope that your confidence in me continues.

Best Regards,

Dicky Lockridge

Dicky Lockridge, Chairman
Russell County Industrial Development Authority

NELSON A. "TONY" DODI, Mayor
DeANNA C. JACKSON, Vice Mayor
ANDREW R. SHORTT
KEVIN D. TILLER, Town Attorney



COUNCIL MEMBERS
SCOTT J. GILMER
M. ELIJAH LEONARD
W. BRADLEY LAMBERT
J. LEONARD KEGLEY
NINA J. FIELDS

TOWN OF LEBANON

Telephone (276) 889-7200 Fax (276) 889-7208
405 West Main Street
P.O. Drawer 309
Lebanon, Virginia 24266

November 28, 2023

Russell County Board of Supervisors
Lonzo Lester, Administrator
137 Highland Drive, Suite A
Lebanon, Virginia 24266

Dear Mr. Lester,

It is with great pleasure that I recommend Nelson A. "Tony" Dodi to be reappointed to serve another term for the Russell County Industrial Development Authority. Mr. Dodi is a great asset to our Town as well as Russell County.

Mr. Dodi has served on various boards during his time as Mayor for the Town of Lebanon. He continually is looking for ways to promote Russell County plus he eagerly supports Industrial growth in our area.

Please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew R. Shortt".

Andrew R. Shortt,
Town Manager



RUSSELL COUNTY BOARD OF SUPERVISORS
BOARD / COMMITTEE APPLICATION

DATE OF APPLICATION: 2-28-23

(Please print or type in black ink)

VOTING DISTRICT: 3

NAME: Jonathan Eaton jjeaton2013@gmail.com
(First) (Last) (Email Address)

MAILING ADDRESS: 74 Sykes Drive Honaker, VA 24260

E911 ADDRESS: 74 Sykes Drive

TELEPHONE NUMBERS: _____ 296-701-1427 _____
(Home) (Business) (Cell)

PROFESSION/VOCATION: President/Owner of Appalachian Chemical Company, Engineer and Technician for Cable Plus, Owner of J and A Investments

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: Russell County IDA
Russell County Tourism
(List no more than 3 -- in order of preference :)

OTHER INTERESTS: Farming (raising cattle and horses), remodeling rental properties, Spending time with my wife and son,

EDUCATION: High School and Two years of college at ShCC

JOB EXPERIENCE: Eight years working for a cable and broadband company. Operating two of my companies, Appalachian Chemical Company and J+A Investments.

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: President of Appalachian Gateway Horse and Trail Association (Non-profit Organization) 5 years at Cleveland, VA

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? No
IF YES, PLEASE NAME: _____

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? No
IF YES, PLEASE NAME: _____



Loretta Vance <loretta.vance@russellcountyva.us>

Online Form Submittal: Board and Committee Application

1 message

noreply@civicplus.com <noreply@civicplus.com>
To: vicki.porter@russellcountyva.us, loretta.vance@russellcountyva.us

Thu, Oct 12, 2023 at 2:23 PM



Board and Committee Application

Name	Philip Addington
Email Address	philip.addington@yahoo.com
Mailing Address:	293 Greystone DR Castlewood Va 24224
E-911 Address:	<i>Field not completed.</i>
Phone Number	276-608-5759
Fax Number	<i>Field not completed.</i>
Board/Committee on Which You Wish to Serve	IDA
Other Interests	outdoor recreation, sports, history, and family
Education	HS, some college and various vocation training.
Job Experience	Home Constuction, Class CDL over the road trucking, Norfolk Southern Railway signal maintenance
Are you currently a registered voter?	Yes
What voting district do you reside in?	District 2
Civic or Service Organization Experience	Volunteer Fireman, coached various little league teams, Active member and Primitive Baptist Elder, member Russell County Planning Commision

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

Yes

If YES, please name:

Russell County Planning Commision

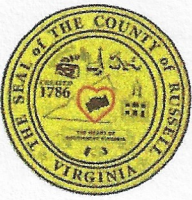
Have you previously served
as a member of a Russell
County Board or Committee?

Field not completed.

If YES, please name:

Field not completed.

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



RUSSELL COUNTY BOARD OF SUPERVISORS
BOARD / COMMITTEE APPLICATION

DATE OF APPLICATION: 12/10/23

(Please print or type in black ink)

VOTING DISTRICT: _____

NAME: Charles (Bick) Gibson mudholejetbroadband.com
(First) (Last) (Email Address)

MAILING ADDRESS: PO Box 606 Castlewood VA 24224

E911 ADDRESS: 176 Red Oak Ridge Rd Castlewood VA 24224

TELEPHONE NUMBERS: same same 276-608-0682
(Home) (Business) (Cell)

PROFESSION/VOCATION: Sales

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: IDA

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

OTHER INTERESTS: Horses, Farm, outdoors

EDUCATION: Bachelor VPI/SU

JOB EXPERIENCE: Cumberland Plateau, Clinchfield Coal, VR/W-sales
Drummond American - sales - self employed - 2006 - present - sales

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: N/A

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

IF YES, PLEASE NAME: _____

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

IF YES, PLEASE NAME: _____

Charles B. Gibson 12/10/23



RUSSELL COUNTY BOARD OF SUPERVISORS

BOARD / COMMITTEE APPLICATION

DATE OF APPLICATION: 12/10/23

(Please print or type in black ink)

VOTING DISTRICT: 6

NAME: Tommy SHRADER Tommy@gasfieldsvc.com
(First) (Last) (Email Address)

MAILING ADDRESS: PO Box 555

E911 ADDRESS: 17908 Hwy 19

TELEPHONE NUMBERS: — 276-880-2323 276-873-1037
(Home) (Business) (Cell)

PROFESSION/VOCATION: NAT GAS

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: IDA

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

OTHER INTERESTS: —

EDUCATION: —

JOB EXPERIENCE: (Self-Employed) GAS Field Services, LLC (FOUNDED MAY 2004)
SHRADER Commercial Properties, LLC, SHRADER Land + Timber LLC, CONTINUED

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: —

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

IF YES, PLEASE NAME: —

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

IF YES, PLEASE NAME: —

Tommy Shrader 12/10/23

OTHER INTERESTS (Continued):

JOB EXPERIENCE (Continued):

Camp Creek Disposal Services, LLC, STRASER Enterprises, LLC

CIVIC OR SERVICE ORGANIZATION EXPERIENCE (Continued):

Tommy J. Straser 12/10/23



RUSSELL COUNTY BOARD OF SUPERVISORS
BOARD / COMMITTEE APPLICATION

DATE OF APPLICATION: 12-11-23

(Please print or type in black ink)

NAME: CARL RHEA _____
(First) (Last) (Email Address)

MAILING ADDRESS: PO BOX 246 CLEVELAND VA 24225

E911 ADDRESS: 5744 CLEVELAND ROAD CLEVELAND VA 24225

TELEPHONE NUMBERS: 276-887-3846 _____
(Home) (Business) (Cell)

PROFESSION/VOCATION: _____

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: VDOT Highway SAFETY COMMITTEE
(List no more than 3 -- in order of preference :)

OTHER INTERESTS: _____

EDUCATION: G.E.D. 1996

JOB EXPERIENCE: VDOT Highway SAFETY COMMITTEE for 8 YEARS.
RUSSELL CO BOS MEMBER DISTRICT 3 8 YEARS.

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: _____

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

IF YES, PLEASE NAME: District 3 Supervisor, VDOT Highway SAFETY, REGIONAL TRASH Authority

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

IF YES, PLEASE NAME: _____



RUSSELL COUNTY BOARD OF SUPERVISORS

BOARD / COMMITTEE APPLICATION

DATE OF APPLICATION: Dec 11, 2023

(Please print or type in black ink)

NAME: MAXIE T. SKREEN CISC2141@Yahoo.com
(First) (Last) (Email Address)

MAILING ADDRESS: 177 CLEVELAND HEIGHTS ROAD

ZIP ADDRESS: CLEVELAND, VA. 24225

TELEPHONE NUMBERS: 216-889-2382 216-889-4590 216-794-3938
(Home) (Business) (Cell)

PROFESSION/VOCATION: EMERGENCY MEDICAL SERVICES EMT-I

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: EMERGENCY MEDICAL SERVICES
SOUTHWESTERN VIRGINIA
(List no more than 3 -- in order of preference :)

OTHER INTERESTS: CLEVELAND BAPTIST CHURCH

EDUCATION: Some College, High School

JOB EXPERIENCE: 58 YEARS in HEALTH CARE & EMS

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Local EMS, District EMS, VA State EMS

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

IF YES, PLEASE NAME: EMERGENCY MEDICAL SERVICES

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

IF YES, PLEASE NAME: EMERGENCY MEDICAL SERVICES



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item C-1 – C-21
Presenter: Administrator

Meeting: 12/11/23 6:00 PM

County Administrator Reports & Requests

The County Administrator Reports & Request for December 2023:

REPORTS

1. VACo Preliminary Legislative Program 2024.....C-1
2. VDOT November 2023 Report.....C-2

REQUESTS

3. RC General Election – Abstract of Votes – November 7, 2023.....C-3
4. RC BOS & RC IDA Tobacco Region Opportunity Fund Performance Agreement (TROF) - \$146,000.....C-4
5. DHCD Community Development Block Grant #19-14-36 (Belfast Waterline Extension, Phase II) Administrative & Conditional Closeout.....C-5
6. VDOT Dante Depot Project – Certificate of Substantial Completion.....C-6
7. VDOT No-Cost Rural Addition Resolution Rte. 836 Extension - Culberson Lane.....C-7
8. RC School Board Reversion Funds Appropriation & Reallocation concerning the 2% Employee Salary by the General Assembly.....C-8
9. RC DSS Board Appropriation of Funds concerning the 2% Employee Salary by the General Assembly.....C-9
10. DCJS Law Enforcement Equipment Grant - \$542,000 (\$61,000 Increase).....C-10
11. RC Sheriff, Lebanon & Honaker Police “Shop With A Cop” Donation.....C-11
12. Library of Virginia Revised State Grant-In-Aid FY 2024 - \$128,394.....C-12
13. VDEM Emergency Management Performance Grant - \$7,500.....C-13
14. RC Emergency Burn Ban Resolution Cancellation.....C-14
15. Potesta Master Agreement for Engineers & Environmental Services Contract Six-Month Extension.....C-15
16. VDH & RC BOS Service Agreement – RC Health Department.....C-16
17. RC Operational Medical Director (OMD) Contract for Services.....C-17
18. VDOT Resolution – Russell County Coal Haul Road Plan – Rte. 615 Gravel Lick Road Improvements - \$100,000.....C-18

19. RC Planning Commission – CL Dale Construction Review.....C-19
20. Honaker & Castlewood Canneries Closure Date.....C-20
21. County December Holiday Payroll & Schedule.....C-21
22. RC BOS January 2024 Regular Board Meeting.....C-22

STAFFRECOMMENDATION(s):

Board Discretion.

SUGGESTED MOTION(s):

Board Discretion.

Russell County BOS

VDOT Update

December 4, 2023

Board Action Requests

The Residency reiterates the following request:

The Coal Committee authorized \$100,000 in funds for repairs to Route 615 (from Chaney Creek to Back Valley) at its April 13, 2023, meeting. If the Board has not already done so, a resolution by the Board allocating the coal severance tax funds to the work on the route is needed. A resolution adopting the overall coal road plan is acceptable with a copy of the coal road plan referenced in - and attached - to the resolution with the Route 615 project shown in the plan. (See attached letter)

The Residency also requests approval of a resolution (previously submitted to the County Administrator) to add a short section of Route 836 (Culberson Lane – near the Farm Co-op on Alternate Route 58) to the VDOT secondary road system.

Maintenance Activities - Completed

Maintenance crews are actively involved in a variety of activities including:

- Maintenance work (spreading gravel, blading) was conducted on Route 640.
- Shoulder repairs were completed on portions of Route 19.
- Ditching and pipe clearing operations were completed portions of Routes 82, 600 and 648.
- Pipe replacements completed include two pipes on Route 65 near the Scott County Line and a single pipe on Route 667.
- Boom Ax / Tree Trimming & Brush cutting operations were completed on portions for the following routes: 71, 609, 653, 661, 669 and 682.
- Pothole patching was completed on portions of routes 19, 67, 620 and 648.
- A slope repair was completed on Route 608.

Maintenance Activities - Planned

- Slope stabilization / slide repair on Route 621. This work as a 'time of year' restriction on it which prevents work from being done during certain months due to environmental concerns.
- Boom ax work on various routes throughout the County.
- Pavement Repairs (machine patching) on Route 615 (CST funded – See Board request above)
- Debris removal on various routes (down trees and rocks/slides).
- Removal of dead trees on Routes 80 (Hayter's Gap), 71, and 65.

- 618 Rabbit Ridge - Grader patch paved section latter this summer.
- Ditching at various locations through the County.
- Streambank stabilization on Routes 613 (Moccasin Valley) and 661 (Artrip)
- Drainage / slope stabilization in the median of Route 19 (Bypass) near Coal Tipple Hollow.

Rural Rustic / 6 Year Plan Projects

All Rural Rustic project funded this year have been completed.

Non — VDOT Projects

Pure Salmon Project

No new information to report this month.

Three Rivers Destination Center

No new activity this month on this project.

2023 Resurfacing

The following routes were resurfaced with asphalt this season:

Route 80: Intersection with Route 67 for a distance 0.4 miles south of Route 67
 Route 611: Intersection with Route 609 to intersection with Route 685.
 Route 622: Buchanan County to intersection with Route 624
 Route 624: Buchanan County to 0.2 miles south of intersection with Route 843
 Route 646: Intersection with Route 637 for a distance 0.8 miles south of Route 637
 Route 678: Intersection with Route 680 for a distance 1.1 miles east of Route 680
 Route 732: Intersection with Route 615 to dead end
 Route 740: Intersection with Route 640 to intersection with Route 645
 Route 845: 0.35 mile loop off Alternate Route 58
 Route 1201: Intersection with Route 82 to dead end
 Route 1202: Intersection with Route 1206 to intersection with Route 82
 Route 1203: Intersection with Route 1206 to intersection with Route 82
 Route 1203: Intersection with Route 82 to intersection with Route 1205
 Route 1204: Intersection with Route 1206 to Route intersection with Route 1205
 Route 1205: Intersection with Route 696 to intersection with Route 1204
 Route 1206: Intersection with Route 1202 to intersection with Route 1204
 Route 1207: Intersection with Route 1208 to intersection with Route 1206
 Route 1208: Intersection with Route 1207 to dead end

The following routes were resurfaced (latex overlay) during the 2023 paving season:

Route 603: Intersection with Route 643 to Tazewell County line
 Route 640: Intersection with Route 740 for a distance of 2.5 miles
 Route 662: Intersection with Route 82 to intersection with Route 740
 Route 666: Intersection with Route 628 to intersection with Route 615

Route 764: Intersection with Route 19 to dead end
Route 782: Intersection with Route 19 to dead end
Route 821: Intersection with Route 660 to dead end
Route 854: Intersection with Route 764 to dead end
Route 878: Intersection with Route 873 to dead end
Route 904: Intersection with Route 19 to dead end
Route 906: Intersection with Route 904 to dead end
Route 911: Intersection with Route 883 to dead end
Route 919: Intersection with Route 883 to dead end
Route 929: Intersection with Route 904 to intersection with Route 904
Route 998: Intersection with Route 99 to Haber Drive
Route 999: Intersection with Route 998 to dead end
Route 1060: Intersection with Route 19 to dead end
Route 1061: Intersection with Route 1060 to dead end

Residency staff stand ready to respond to inquiries and provide explanations but also offer the 1800-FOR-ROAD call to enter work order requests into VDOT's tracking system.

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member, Senate of Virginia (6th District)

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Todd E. Pillion - Republican	6772
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	105
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Member, Senate of Virginia (6th District).

Given under our hands this 15TH day of November, 2023

Robert W. Satt, Chairman
Caull A. Addey, Vice Chairman
Harvey J. Monk, Secretary
Harvey J. Monk, Secretary



ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member, House of Delegates (43rd District)

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

James W. "Will" Morefield - Republican	2181
David M. "Tiger Dave" Ratliff - Independent	345
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	9
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Member, House of Delegates (43rd District).

Given under our hands this 15TH day of November, 2023



Robert W. Scott, Chairman
Carroll A. Addington, Vice Chairman
Farvey J. Monk, Secretary
Farvey J. Monk, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member, House of Delegates (44th District)

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Israel D. O'Quinn - Republican	4276
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	67
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Member, House of Delegates (44th District).

Given under our hands this 15TH day of November, 2023

Walter W. Scott, Chairman

Carroll A. Addington, Vice Chairman

Farvey J. Monk, Secretary

Farvey J. Monk, Secretary



ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Clerk of Court (Russell County)

District: RUSSELL COUNTY

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

M. Katie Crabtree Patton	3433
Penny Garrett Gilbert	836
Jennifer A. Kendrick	1827
A. Diane Nunley	1888
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	15
Total Number of Overvotes for Office	1

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Clerk of Court (Russell County) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Clerk of Court (Russell County).

M. Katie Crabtree Patton

Given under our hands this 15TH day of November, 2023

Robert W. Scott, Chairman

Carroll A. Addington, Vice Chairman

Harry J. Monk, Secretary

Harry J. Monk, Secretary



ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Commonwealth's Attorney (Russell County)

District: RUSSELL COUNTY

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Zack A. Stoots	6748
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	80
Total Number of Overvotes for Office	1

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Commonwealth's Attorney (Russell County) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Commonwealth's Attorney (Russell County).

Zack A. Stoots

Given under our hands this 15TH day of November, 2023



Heidi W. Scott, Chairman
Caull A. Addington, Vice Chairman
Harvey J. Moul, Secretary
Harvey J. Moul, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Sheriff (Russell County) District: RUSSELL COUNTY

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Jony J. Baker	3122
William J. "Bill" Watson	4908
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	30
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Sheriff (Russell County) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Sheriff (Russell County).

William J. "Bill" Watson

Given under our hands this 15TH day of November 2023

Walter G. Scott, Chairman

Carroll A. Addington, Vice Chairman

Farvey J. Moul, Secretary

Farvey J. Moul, Secretary



ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Commissioner of Revenue (Russell County)

District: RUSSELL COUNTY

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Randy N. Williams	6574
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	70
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Commissioner of Revenue (Russell County) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Commissioner of Revenue (Russell County).

Randy N. Williams

Given under our hands this 15TH day of November, 2023



Walter W. Scott, Chairman
Caull A. Addington, Vice Chairman
Fanny J. Monk, Secretary
Fanny J. Monk, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Treasurer (Russell County)

District: RUSSELL COUNTY

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Alicia Snead McGlothlin	6885
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	56
Total Number of Overvotes for Office	1

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Treasurer (Russell County) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Treasurer (Russell County).

Alicia Snead McGlothlin

Given under our hands this 15TH day of November, 2023



Herbert W. Scott, Chairman
Carroll A. Addington, Vice Chairman
Larry J. Monk, Secretary
Larry J. Monk, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member Board of Supervisors At Large (Russell County)

District: RUSSELL COUNTY

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Nathan D. Kiser	3991
Ty Logan Harris	1498
Oris Roger Christian	2039
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	42
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member Board of Supervisors At Large (Russell County) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member Board of Supervisors At Large (Russell County).

Nathan D. Kiser

Given under our hands this 15TH day of November, 2023



Nathan D. Kiser, Chairman
Carroll A. Addington, Vice Chairman
Ferry J. Moul, Secretary
Ferry J. Moul, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member School Board At Large (Russell County)

District: RUSSELL COUNTY

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Cynthia K. Compton	5898
Dustin R. Keith	1390
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	39
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member School Board At Large (Russell County) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member School Board At Large (Russell County).

Cynthia K. Compton

Given under our hands this 15TH day of November, 2023

Walter W. Scott, Chairman

Carroll A. Addington, Vice Chairman

Farvey J. Monk, Secretary

Farvey J. Monk, Secretary



ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member Board of Supervisors (District 1)

District: DISTRICT 1

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Andrew J. Hensley	818
Con Darryl Johnson	568
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	8
Total Number of Overvotes for Office	1

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member Board of Supervisors (District 1) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member Board of Supervisors (District 1).

Andrew J. Hensley

Given under our hands this 15TH day of November, 2023

Heidi W. Scott, Chairman
Carroll A. Addington, Vice Chairman
Larvas J. Monk, Secretary
Larvas J. Monk, Secretary



ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member Board of Supervisors (District 2)

District: DISTRICT 2

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Lou Ann Jessee Wallace	762
Total Write-In votes [from Write-Ins Certifications] [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes] ** Please submit a Write-Ins Certification **	135
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member Board of Supervisors (District 2) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member Board of Supervisors (District 2).

Lou Ann Jessee Wallace

Given under our hands this 15TH day of November, 2023



Walter W. Scott, Chairman
Carroll A. Addington, Vice Chairman
Farvey J. Monk, Secretary
Farvey J. Monk, Secretary



★ VIRGINIA ★
DEPARTMENT of ELECTIONS

WRITE-INS CERTIFICATION
VA. CODE § 24.2-675

Complete this form **ONLY** if (i) the total number of write-ins is 10% or more of the total number of votes cast for the office (for a cross-jurisdictional office, the total number across all jurisdictions), **OR** (ii) a write-in candidate was elected to the office.

Russell
Locality

11/07/23
Election Date (MM/DD/YY)

General Special Primary
Circle Election Type(s)

Member Board of Supervisors
Office

2
District (if applicable)

Page 1 of 2

WRITE-INS – SUMMARY

	Total Votes Received (In Figures)
1. Invalid Write-Ins	43
	Enter Total Invalid
2. Valid Write-Ins	92
	Enter Total Valid
3. Total Write-Ins	135
["Total Write-Ins" must match the "Total Write-In Votes" line on the Abstract for this office.]	Add Lines 1 and 2

VALID WRITE-INS – DETAIL

List valid write-ins in alphabetical order below and on continuation pages, as needed. All valid write-ins when added together must equal total entered on line 2 above.

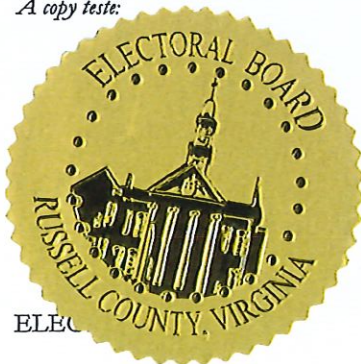
	Total Valid Votes Received (In Figures)
Chuck Banner	1
Fred Buckles	2
Kara Couch	1

Continued on pages 2 through 2

We, the undersigned Electoral Board members, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on 11 / 07 / 2023 do hereby certify that, with the continuation pages indicated, the above is a true and correct certification of the write-in votes cast at said election for the office indicated above.

Given under our hands this 15TH day of November, 2023.

A copy test:



Henry W. Scott, Chairman
Carroll A. Addington, Vice Chairman
Farry J. Monk, Secretary
Farry J. Monk, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member Board of Supervisors (District 3)

District: DISTRICT 3

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Tara M. Dye	749
Carl H. "Peanut" Rhea	576
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	11
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member Board of Supervisors (District 3) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member Board of Supervisors (District 3).

Tara M. Dye

Given under our hands this 15TH day of November, 2023



Walter W. Scott, Chairman
Carroll A. Addington, Vice Chairman
Farvey J. Monk, Secretary
Farvey J. Monk, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member Board of Supervisors (District 4)

District: DISTRICT 4

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

David R. "Peanut" Eaton	923
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	55
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member Board of Supervisors (District 4) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member Board of Supervisors (District 4).

David R. "Peanut" Eaton

Given under our hands this 15TH day of November, 2023



Heidi W. Leut, Chairman
Carroll A. Addington, Vice Chairman
Farvey J. Monck, Secretary
Farvey J. Monck, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member Board of Supervisors (District 5)

District: DISTRICT 5

NAMES OF CANDIDATES ON THE BALLOT

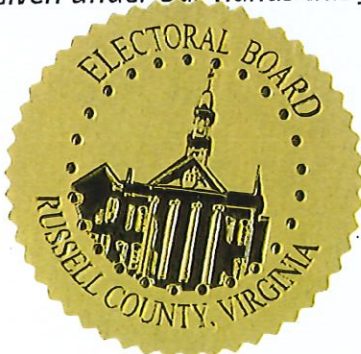
TOTAL VOTES RECEIVED
(IN FIGURES)

Steve G. Breeding	1129
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	24
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member Board of Supervisors (District 5) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member Board of Supervisors (District 5).

Steve G. Breeding

Given under our hands this 15TH day of November, 2023



Herbert W. Scott, Chairman
Carol A. Addington, Vice Chairman
Larry J. Moul, Secretary
Larry J. Moul, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member Board of Supervisors (District 6)

District: DISTRICT 6

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Charlie Rufus Hess.	652
Rebecca Taylor Dye	788
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	17
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member Board of Supervisors (District 6) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member Board of Supervisors (District 6).

Rebecca Taylor Dye

Given under our hands this 15TH day of November, 2023

Robert W. Scott, Chairman

Carroll A. Addington, Vice Chairman

Larry J. Moul, Secretary

Larry J. Moul, Secretary



ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member School Board (District 1)

District: DISTRICT 1

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Robert H. "Bob" Gibson	1196
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	21
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member School Board (District 1) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member School Board (District 1).

Robert H. "Bob" Gibson

Given under our hands this 15TH day of November, 2023



Robert W. Scott, Chairman
Carol A. Addington, Vice Chairman
Farley J. Mont, Secretary
Farley J. Mont, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member School Board (District 2)

District: DISTRICT 2

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Eric Kip Parsons	588
William P. "Billy" Salyer	395
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	9
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member School Board (District 2) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member School Board (District 2).

Eric Kip Parsons

Given under our hands this 15TH day of November, 2023



Walter W. Scott, Chairman
Carol A. Addington, Vice Chairman
Farvey J. Monk, Secretary
Farvey J. Monk, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member School Board (District 3)

District: DISTRICT 3

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Jonathan D. "JJ" Eaton	689
Jennifer Carter Chumbley	344
Roger W. Lynthlin	218
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	5
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member School Board (District 3) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member School Board (District 3).

Jonathan D. "JJ" Eaton

Given under our hands this 15TH day of November, 2023



Walter W. Scott, Chairman
Casell A. Addington, Vice Chairman
Farvey J. Monk, Secretary
Farvey J. Monk, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member School Board (District 4)

District: DISTRICT 4

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

A. Wayne Bostic	432
Christy D. Perkins	664
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	2
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member School Board (District 4) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member School Board (District 4).

Christy D. Perkins

Given under our hands this 15TH day of November, 2023



Walter W. Scott, Chairman
Carroll A. Addington, Vice Chairman
Farry J. Mow, Secretary
Farry J. Mow, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member School Board (District 5)

District: DISTRICT 5

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Linda Taylor Garrett	862
Wanda L. Burke	488
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	7
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member School Board (District 5) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member School Board (District 5).

Linda Taylor Garrett

Given under our hands this 15TH day of November, 2023



Walter W. Scott, Chairman
Caull A. Addington, Vice Chairman
Ferry J. Monk, Secretary
Ferry J. Monk, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member School Board (District 6)

District: DISTRICT 6

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Tim W. Ball	1244
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	11
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Member School Board (District 6) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Member School Board (District 6).

Tim W. Ball

Given under our hands this 15TH day of November, 2023

Helen W. Scott, Chairman

Caull A. Addington, Vice Chairman

Harvey J. Monk, Secretary

Harvey J. Monk, Secretary



ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Soil and Water Conservation Director Clinch Valley District (Russell County)

District: RUSSELL COUNTY

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

J. Kelly Gilmer, Jr.	3745
J.H.A. "Andy" Smith IV	2508
Zac M. Ketron	3299
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	113
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Soil and Water Conservation Director Clinch Valley District (Russell County) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Soil and Water Conservation Director Clinch Valley District (Russell County).

1. J. Kelly Gilmer, Jr.
2. J.H.A. "Andy" Smith IV
3. Zac M. Ketron

Given under our hands this 15TH day of November, 2023



Keith W. Lamb, Chairman
Carroll A. Addington, Vice Chairman
Larry J. Monk, Secretary
Larry J. Monk, Secretary

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Mayor (Town of St Paul)

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Ken R. Holbrook	63
Total Write-In votes [from Write-Ins Certifications] [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes] ** Please submit a Write-Ins Certification **	7
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Mayor (Town of St Paul).

Given under our hands this 15th day of November, 2023



Heath W. Scott, Chairman
Caull A. Addington, Vice Chairman
Farvey J. Monk, Secretary
Farvey J. Monk, Secretary



★ VIRGINIA ★
DEPARTMENT of ELECTIONS

WRITE-INS CERTIFICATION
VA. CODE § 24.2-675

Complete this form **ONLY** if (i) the total number of write-ins is 10% or more of the total number of votes cast for the office (for a cross-jurisdictional office, the total number across all jurisdictions), **OR** (ii) a write-in candidate was elected to the office.

Russell	11/07/23	<u>General</u> Special Primary
Locality	Election Date (MM/DD/YY)	Circle Election Type(s)
Mayor	Town of St. Paul	Page 1 of 2
Office	District (if applicable)	

WRITE-INS – SUMMARY

	Total Votes Received (In Figures)
1. Invalid Write-Ins	2
	Enter Total Invalid
2. Valid Write-Ins	5
	Enter Total Valid
3. Total Write-Ins	7
	Add Lines 1 and 2
["Total Write-Ins" must match the "Total Write-In Votes" line on the Abstract for this office.]	

VALID WRITE-INS – DETAIL

List valid write-ins in alphabetical order below and on continuation pages, as needed. All valid write-ins when added together must equal total entered on line 2 above.

	Total Valid Votes Received (In Figures)
H.R. Fletcher	1
Kyle Fletcher	1
Bob Harrison	1

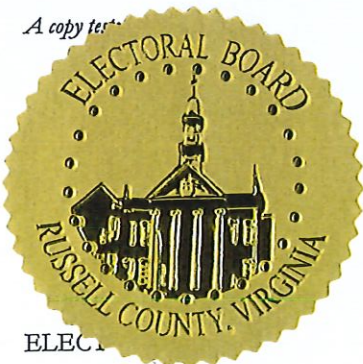
Continued on pages 2 through 2

We, the undersigned Electoral Board members, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on 11 / 07 / 2023 do hereby certify that, with the continuation pages indicated, the above is a true and correct certification of the write-in votes cast at said election for the office indicated above.

Given under our hands this 15TH day of November, 2023.

A copy to:

<i>Robert G. Scott</i>	, Chairman
<i>Carroll A. Addington</i>	, Vice Chairman
<i>Farvey J. Monk</i>	, Secretary
<i>Farvey J. Monk</i>	, Secretary





★ VIRGINIA ★
DEPARTMENT of ELECTIONS

WRITE-INS CERTIFICATION
CONTINUATION
VA. CODE § 24.2-675

Russell
Locality

11/07/2023
Election Date (MM/DD/YY)

General Special Primary
Circle Election Type(s)

Mayor
Office

Town of St. Paul
District (if applicable)

Page 2 of 2

VALID WRITE-INS – DETAIL (continued)

Continue to list valid write-ins in alphabetical order below and on additional continuation pages, as needed. All valid write-ins when added together must equal total entered on line 2 of page 1.

Total Valid Votes
Received
(In Figures)

Cody Hubbard

2

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Member Town Council (Town of St Paul)

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Harry L. Kelly	62
Jeffrey A. Langley	39
William Bob Salyers	47
Total Write-In votes [from Write-Ins Certifications] [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes] ** Please submit a Write-Ins Certification **	32
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Member Town Council (Town of St Paul).

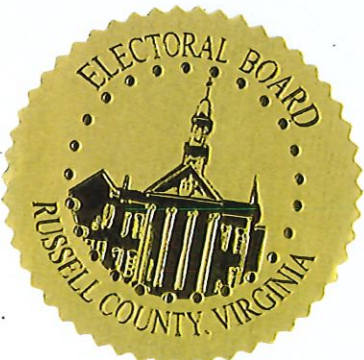
Given under our hands this 15TH day of November, 2023

Robert W. Scott, Chairman

Carroll A. Addington, Vice Chairman

Harry J. Moud, Secretary

Harry J. Moud, Secretary





★ VIRGINIA ★
DEPARTMENT of ELECTIONS

WRITE-INS CERTIFICATION
VA. CODE § 24.2-675

Complete this form **ONLY** if (i) the total number of write-ins is 10% or more of the total number of votes cast for the office (for a cross-jurisdictional office, the total number across all jurisdictions), **OR** (ii) a write-in candidate was elected to the office.

Russell <small>Locality</small>	11/07/23 <small>Election Date (MM/DD/YY)</small>	General Special Primary <small>Circle Election Type(s)</small>
Member Town Council <small>Office</small>	Town of St. Paul <small>District (if applicable)</small>	Page 1 of 2

WRITE-INS – SUMMARY

	Total Votes Received (In Figures)
1. Invalid Write-Ins	6
	<small>Enter Total Invalid</small>
2. Valid Write-Ins	26
	<small>Enter Total Valid</small>
3. Total Write-Ins	32
<small>["Total Write-Ins" must match the "Total Write-In Votes" line on the Abstract for this office.]</small>	<small>Add Lines 1 and 2</small>

VALID WRITE-INS – DETAIL

List valid write-ins in alphabetical order below and on continuation pages, as needed. All valid write-ins when added together must equal total entered on line 2 above.

	Total Valid Votes Received (In Figures)
Greg Bailey	4
Geoffrey Hensley	3
Bobby Turner	2

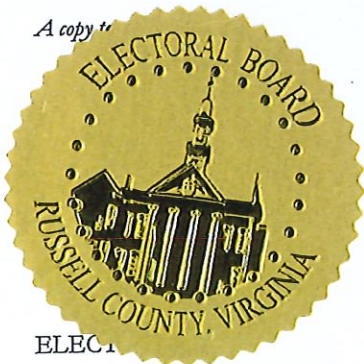
Continued on pages 2 through 2

We, the undersigned Electoral Board members, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on 11 / 07 / 2023 do hereby certify that, with the continuation pages indicated, the above is a true and correct certification of the write-in votes cast at said election for the office indicated above.

Given under our hands this 15th day of November, 2023.

A copy to

Walt W. Scott _____, Chairman
Carroll A. Addington _____, Vice Chairman
Faroy J. Monk _____, Secretary
Faroy J. Monk _____, Secretary





★ VIRGINIA ★
DEPARTMENT of ELECTIONS

WRITE-INS CERTIFICATION
CONTINUATION
VA. CODE § 24.2-675

Russell
Locality

11/07/2023
Election Date (MM/DD/YY)

General Special Primary
Circle Election Type(s)

Member Town Council
Office

Town of St. Paul
District (if applicable)

Page 2 of 2

VALID WRITE-INS – DETAIL (continued)

Continue to list valid write-ins in alphabetical order below and on additional continuation pages, as needed. All valid write-ins when added together must equal total entered on line 2 of page 1.

Total Valid Votes
Received
(In Figures)

Carey Watkins

17

701 E. Franklin Street, Suite 501
Richmond, Virginia 23219



804-225-2027
www.revitalizeva.org

TOBACCO REGION REVITALIZATION COMMISSION

October 30, 2023

Mr. Ernest McFaddin
Chairman
Russell County IDA
133 Highland Dr Suite B
Lebanon, VA 24266

Re: Tobacco Region Opportunity Fund Approval
Performance Agreement Dated 10/25/2023
among the Virginia Tobacco Region Revitalization Commission,
Russell County IDA and Tate Access Floors, Inc. (#4182)

Dear Ernie:

On behalf of the Virginia Tobacco Commission, I hereby confirm that the Russell County IDA's request for a grant under the Tobacco Region Opportunity Fund has been approved in the amount of \$146,000 to assist Tate Access Floors, Inc. growth in Russell County. This approval is based upon your request received October 5, 2023 indicating that Tate Access Floors, Inc. will create at least 170 new jobs with an average annual salary of \$52,987 and invest at least \$11,300,000 in Russell County.

Enclosed please find a copy of a document entitled Performance Agreement. Please read it carefully as it contains the terms under which the grant is approved. In the Performance Agreement, please pay close attention to Exhibit A where projects funded by Commission grants are subject to a revenue-sharing agreement between the Commission and County. This revenue sharing component will permit the Commission to receive a portion of the County's return on investment via the local tax revenue generated by a grant-funded project. Because of the revenue sharing component, in addition to the IDA, the County must also be party to the grant agreement. The application requested grant funds be disbursed post-performance therefore grant funds will be disbursed after performance is achieved or at the end of the performance period (whichever is first).


Please have the Performance Agreement (the "Agreement") signed by the necessary parties and mail all originals to me for signature. Once the Agreement is fully executed, the Commission will return fully executed copies for your records. Enclosed is a Virginia Commonwealth Form W-9, which I ask that the IDA complete and return to us together with the signed Agreements. Also enclosed you will find information that provides greater detail on disbursement and reporting requirements.

Please be advised that this approval expires if the signed Agreements are not delivered to the Commission within 90 days from the date of this letter (January 28, 2024). After this date awarded funds are subject to de-obligation and the Project being closed. The Agreements call for certain job, wage and investment goals to be met within a certain time period.

In addition, the Commission requires that any announcement regarding this grant be made only with prior authorization from the Commission. Your contact for this is Jordan Butler at jbutler@revitalizeva.org or 804.225.2027 and he requires at least 48 hours notice.

Please know that I appreciate your efforts on behalf of your community and that it is our pleasure to participate with you in meeting your economic development objectives.

Sincerely,



James Campos
Acting Executive Director

Enc: (1) Grant Performance Agreement
(1) Form COV W-9
(1) Award Date Report
(1) Annual Progress Report
(1) Final Report

TOBACCO REGION OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** made and entered this 25th day of October, 2023(the “Award Date”) by and among the **COUNTY OF RUSSELL, VIRGINIA** (the “Locality”), a political subdivision of the Commonwealth of Virginia (the “Commonwealth”), **TATE ACCESS FLOORS, INC.** (the “Company”), a company authorized to transact business in the Commonwealth whose Federal Employer Identification Number is 52-0781996, the **INDUSTRIAL DEVELOPMENT AUTHORITY OF RUSSELL COUNTY** (the “Authority”), a political subdivision of the Commonwealth, and the **TOBACCO REGION REVITALIZATION COMMISSION** (the “Commission”), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Virginia General Assembly created the Commission to, among other things, stimulate the economic growth and development of tobacco-dependent communities in the Southern and Southwest regions (the “Region”) of the Commonwealth; and

WHEREAS, the Commission awarded a grant in the amount of \$146,000 to the Locality for the benefit of the Company from the Tobacco Region Opportunity Fund (the “Grant”) for the purpose of inducing the Company to undertake the Project (as defined herein); and

WHEREAS, the Commission has determined that the Project will benefit the Region and is consistent with and in furtherance of the Commission’s public purposes; and

WHEREAS, the Company will purchase, equip, improve and operate a manufacturing facility in the Locality (the “Facility”), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined; and

WHEREAS, the Locality will provide the Grant to the Authority with the expectation that the Authority will provide the Grant to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment and New Jobs; and

WHEREAS, the parties desire to set forth their understanding and agreement as to the payout of the Grant and the obligations of the Company regarding Capital Investment and New Jobs; and

WHEREAS, the purchase, equipping, improvement and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately \$11,300,000 and will further entail the creation and maintenance of 170 New Jobs at the Facility; and

WHEREAS, the Commission has determined that the expenditure of the Grant to stimulate the generation of additional tax revenue and economic activity in the Region constitutes

a valid public purpose for the expenditure of public funds as outlined in Section 3.2-3100, *et seq.* of the *Code of Virginia* of 1950, as amended, and is the animating purpose for the Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

“*Capital Investment*” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The Capital Investment must be in addition to any new investments the Company promised to make under any other agreement with the Commission. The Capital Investment must be in addition to the capital improvements at the Facility as of the Award Date.

“*Earned Grant Funds*” means the portion of the Grant that is due to the Company pursuant to Section 6 of this Agreement.

“*Maintain*” means that the New Jobs will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company’s employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

“*Minimum Investment Target*” means the Company’s obligation to make a Capital Investment of at least \$1 million.

“*New Job*” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least \$52,987. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. Net new jobs in the Commonwealth for contractors or employees of contractors who provide dedicated full-time service to the Company may count as New Jobs, even though the Company is not directly paying the wages or providing the fringe benefits, if the other conditions set forth in this

paragraph have been satisfied. The New Jobs must be in addition to any new positions the Company promised to make under any other agreement with the Commission. The New Jobs must also be in addition to the full-time jobs at the Facility as of the Award Date, as evidenced by a recent filing with the Virginia Employment Commission.

“*Performance Date*” means the date that is the third anniversary of the Award Date. If the Locality, in consultation with the Authority and the Commission, deems that the Company is making good faith and reasonable efforts to achieve the Targets, the Locality may request an extension of the Performance Date by up to 12 months. Any extension of the Performance Date shall require the prior written approval of the Commission’s Executive Director or his designee. Any further extensions will require the approval of the Commission’s governing body. If the Performance Date is extended, the Commission shall send written notice of the extension to the Authority and the Company, and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“*Project*” means the Company’s completion and operation of the Facility and satisfaction of the Targets.

“*Targets*” means the Company’s obligations to make Capital Investments at the Facility of at least \$11,300,000 and to create and Maintain at least 170 New Jobs at the Facility, all as of the Performance Date.

“*Virginia Code*” means the Code of Virginia of 1950, as amended.

Section 2. Targets.

(a) *Targets:* The Company will complete the Project, including making a Capital Investment of at least \$11,300,000, and creating and Maintaining at least 170 New Jobs at the Facility, all as of the Performance Date.

Section 3. Disbursement of the Grant.

(a) *Disbursement of the Grant in arrears:* After the Performance Date, the Commission will determine the extent to which the Company met or exceeded the Targets as of the Performance Date and the amount of Earned Grant Funds that are due to the Company. Within 30 days thereafter, the Commission will pay to the Locality the Earned Grant Funds. Within 30 days thereafter, the Locality will pay to the Authority, and the Authority will pay to the Company, the Earned Grant Funds.

Section 4. Company Reporting.

(a) *Award Date Report:* Within 30 days of the Award Date, the Company shall provide an Award Date Report in the form attached hereto as **Attachment 1**, that includes a statement of (1) the value of real property and other taxable assets owned by Company at the Facility as of the

Award Date (if any), which may be verified by the Locality's Commissioner of Revenue, the Authority and the Commission; and (2) the number of employees of the Company working full-time at the Facility as of the Award Date, as reflected by the Company's report to the Virginia Employment Commission for the quarter ending most recently prior to the Award Date.

(b) *Progress Reporting*: The Company shall provide, at the Company's expense, in the form attached hereto as **Attachment 2**, detailed verification reasonably satisfactory to the Locality, the Authority, and the Commission of the Company's progress on achieving the Targets. Such progress reports will be provided annually, starting on the first anniversary of the Award Date and covering the period through the most recently completed quarter. Further, the Company shall provide such progress reports at such other times as the Locality, the Authority, or the Commission may reasonably require.

If the Company wishes to count as Capital Investments the capital expenditures made on its behalf by a lessor or a developer of the Facility, the Company is responsible for assembling and distributing the documentation necessary to verify the capital expenditures made on behalf of the Company.

If the Company wishes to count as New Jobs employees of contractors, to the extent permitted in the definition of "New Jobs" in Section 1, the Company is responsible for assembling and distributing the documentation necessary to verify such New Jobs, including whether such jobs are net New Jobs in the Commonwealth.

(c) *Final Report*: The Company shall provide, at the Company's expense, in the form attached hereto as **Attachment 3**, detailed verification reasonably satisfactory to the Locality, the Authority, and the Commission of the Company's achievement of the Targets. The final report shall be filed within 90 days after the Performance Date.

Section 5. Verification of Targets.

(a) *Verification of Capital Investment*: The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to the Authority and the Commission the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by the Commission solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Commissioner of the Revenue, or the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality, the Authority, or the Commission may request.

In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or the Commission, the Locality, the Authority, or the Commission, may each require the Company to provide at its sole expense such other documentation, including invoices, or audits as may be required to properly verify that the Company met or exceeded the Capital Investment Target.

(b) *Verification of New Jobs and Wages:* The Company must submit a copy of its four most recent Employer's Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission with each progress report and its final report. The forms shall be marked and considered confidential and proprietary and shall be used by the Commission solely for verifying satisfaction of the New Jobs Target. The Company expressly grants its consent for the Virginia Employment Commission to release all Company employment records of any kind in its possession to the Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or the Commission, the Locality, the Authority or the Commission, may each require the Company to provide at its sole expense such other documentation or audits as may be required to properly verify that the Company met or exceeded the New Jobs Target.

Section 6. Partial and Full Performance.

(a) *If Minimum Investment Target is Not Met:* The Company must satisfy the Minimum Investment Target by the Performance Date in order to be eligible for any portion of the Grant. If the Minimum Investment Target is not met by the Performance Date, the Commission will not pay any portion of the Grant and this Agreement may be terminated as provided in Section 9(f).

(b) *Allocation of Grant Proceeds:* The Grant is to be allocated as 50% for the Company's Capital Investment Target, and 50% for the Company's New Jobs Target.

(c) *If Minimum Investment Target is Met:* The provisions of this subsection (c) apply only if the Company has met the Minimum Investment Target.

If the Company has not met or exceeded both Targets at the Performance Date, the Commission shall pay to the Locality that part of the Grant that is proportional to the Company's performance toward each Target (the "Earned Grant Funds"). For example, if as of the Performance Date, the Company has attained only 75% of the Capital Investment Target and only 25% of the New Jobs Target, the Commission shall pay to the Locality 75% of the Grant proceeds allocated to the Capital Investment Target, *plus* 25% of the Grant proceeds allocated to the New Jobs Target.

(d) *Full Performance:* If the Commission determines that the Company has met or exceeded both Targets at the Performance Date, the Commission shall pay to the Locality the full amount of the Grant.

Section 7. Revenue Sharing.

Upon receipt of local tax revenue from the Company, the Locality will pay a portion of such revenue to the Commission as provided in the Revenue Sharing Agreement attached to this Agreement as **Exhibit A**.

Section 8. Notices.

Formal notices and communications between the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, or (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Such written notices and communications shall be addressed to:

if to the Company, to:

Tate Access Floors Inc
7510 Montevideo Rd
Jessup, MD 20794

with a copy to:

Attention: _____

if to the Locality, to:

Russell County IDA
133 Highland Dr Suite B
Lebanon, VA 24266
Attention: Mr. Ernest McFaddin,
Chairman

with a copy to:

Attention: _____

if to the Authority, to:

Russell County IDA
133 Highland Dr Suite B
Lebanon, VA 24266
Attention: Mr. Ernest McFaddin,
Chairman

with a copy to:

Attention: _____

if to the Commission, to:

Tobacco Region Revitalization Commission
701 E. Franklin Street, Suite 501
Richmond, Virginia 23219
Attention: Executive Director

with a copy to:

Office of the Attorney General
202 N. 9th Street
Richmond, Virginia 23219
Attention: Counsel to the Tobacco Region
Revitalization Commission

Section 9. Miscellaneous.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and the Commission.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court, unless the Commission's Executive Director agrees otherwise.

(c) *Counterparts and Electronic Signatures:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorney's Fees:* Attorney's fees shall be paid by the party incurring such fees in connection with litigation arising out of this Agreement, except that the Company, the Locality, and the Authority (subject to receipt of necessary appropriations) shall be responsible for the Commission's costs of collection, including reasonable attorney's fees.

(f) *Termination and Survival:* The Commission, after consultation with the Locality and the Authority, may terminate this Agreement by written notice to all parties in the event that the Company fails (1) to meet the Minimum Investment Target by the Performance Date; (2) to meet its reporting requirements; or (3) to make good faith and reasonable efforts to achieve the Targets prior to the Performance Date. Prior to such termination, the Commission shall provide written notice to the parties of the deficiency. The Authority shall allow the Company 10 business days from the date of such notice by which the Company may cure the deficiency and thereby avoid termination of this Agreement. In the event of such termination, the Revenue Sharing Agreement between the Locality and the Commission shall remain in effect until the Commission satisfies the repayment obligations to the Locality as provided therein. In the event this Agreement is terminated by the Authority the Company shall not receive any portion of the Grant.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

COUNTY OF RUSSELL, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

**INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF
RUSSELL, VIRGINIA**

By _____
Name: _____
Title: _____
Date: _____

TATE ACCESS FLOORS, INC.

By _____
Name: _____
Title: _____
Date: _____

**TOBACCO REGION
REVITALIZATION COMMISSION**

By _____
Name: Hon. James Campos
Title: Acting Executive Director
Date: _____

- Attachment 1:** Award Date Report Form
- Attachment 2:** Annual Progress Report Form
- Attachment 3:** Final Report Form
- Exhibit A:** Revenue Sharing Agreement

AWARD DATE REPORT TOBACCO REGION OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Award Date	
Performance Date	

Jobs as of Award Date	Number
Employees of Company working full time at the Facility as of the Award Date (<i>attach latest VEC Form FC-20</i>)	

Taxable Assets Owned by Company as of Award Date	Value
Land associated with the Facility	\$
Land Improvements	\$
Production Machinery and Tools	\$
Furniture, Fixtures and Equipment	\$
Other	
Total	\$

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company Name: _____

Submitted By: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

**ANNUAL PROGRESS REPORT
TOBACCO REGION OPPORTUNITY FUND**

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Target	As of _____	% Complete
New Jobs (over ___ baseline) ¹			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Capital Investment (provide breakdown below) ²			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Average Annual Wage			N/A
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Standard Fringe Benefits (check one)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A

¹Data will be verified using Virginia Employment Commission records.

²Data will be verified with locality records.

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	\$
New Construction or Expansion	\$
Renovation or Building Upfit	\$
Production Machinery and Tools	\$
Furniture, Fixtures and Equipment	\$
Other	
Total	\$

COMMENTS:

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

FINAL REPORT TOBACCO REGION OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Target	As of _____	% Complete
New Jobs (over ___ baseline) ¹			
Capital Investment (provide breakdown below) ²			
Average Annual Wage			N/A
Standard Fringe Benefits			

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	\$
New Construction or Expansion	\$
Renovation or Building Upfit	\$
Production Machinery and Tools	\$
Furniture, Fixtures and Equipment	\$
Other	
Total	\$

¹Data will be verified using Virginia Employment Commission records.

²Data will be verified with locality records.

COMMENTS:

[Discuss Project status or the importance of the Project to the locality and region.]

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Revenue Sharing Agreement

This **REVENUE SHARING AGREEMENT** (“Agreement”) made and entered into this the 25th day of October, 2023 (“Effective Date”) by and between the **COUNTY OF RUSSELL, VIRGINIA** (the “Locality”), a political subdivision of the Commonwealth and the **TOBACCO REGION REVITALIZATION COMMISSION**, a body corporate and political subdivision of the Commonwealth of Virginia (the “Commission”).

WITNESSETH:

WHEREAS, the parties entered into the Performance Agreement dated as of October 25th, 2023 (“Performance Agreement”) to which this Agreement is attached pursuant to which the Commission will make a Grant to the Locality that the Locality will use to induce the Company to undertake the Project, thereby making a Capital Investment and creating New Jobs in the Locality; and

WHEREAS, if the Project is completed, the Locality will realize additional Local Tax Revenue and desires to share a portion of that Local Tax Revenue with the Commission:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

1. Definitions: Capitalized terms used but not defined in this Agreement have the same definitions as set forth in the Performance Agreement.

“*Local Taxes*” means the tax payments the Locality receives from the Company as a result of local assessments (including any entities owned by, affiliated with, or under common control with the Company) pursuant to Title 58.1, Subtitle III of the Code of Virginia, including, but limited to, real property taxes, business, professional and occupational license taxes, machinery and tools taxes, and tangible personal property taxes.

“*New Tax Revenue*” means the sum of Local Taxes generated in connection with or attributable to the Project that the Company pays to the Locality, directly or indirectly. If the Project involves the expansion of the Facility or the Company’s operations in the Locality, the New Tax Revenue for a given tax year is the amount of Local Taxes the Company paid in excess of the amount of Local Taxes the Company paid for the tax year immediately preceding the date of the Performance Agreement. (For example, if the Performance Agreement is dated 2020, the Company paid \$50,000 of Local Taxes in 2019, and the Company paid \$75,000 of Local Taxes in 2021, the New Tax Revenue for 2021 would be \$25,000.)

2. Revenue Sharing: Starting with the first tax year that begins after the Award Date of the Performance Agreement, the Locality will pay to the Commission an amount equal to 5% of the

New Tax Revenue (“Revenue Sharing Payments”). The Locality will make Revenue Sharing Payments within 45 days after the Locality receives Company’s payment of its Local Taxes.

3. Payment Period: The Locality will continue to pay Revenue Sharing Payments to the Commission until the total amount of Revenue Sharing Payments the Locality has paid to the Commission equals 105% of the Earned Grant Funds.

The Locality’s obligation to pay Revenue Sharing Payments is contingent upon its receipt of tax payments from the Company and is subject to the Locality’s receipt of appropriations sufficient to make such payments. The Locality’s chief executive officer agrees to use his or her best efforts to secure the necessary appropriations.

4. Commission Reimbursement to Locality: In the event Company does not meet its Targets in full, the Commission shall reimburse to the Locality within 120 days of the Performance Date, as defined in the Performance Agreement and as applicable, the amount of Revenue Sharing Payments received by the Commission from the Locality that exceed 105% of Earned Grant Funds.

5. Incorporation by Reference: Sections 8 (Notices) and 9 (Miscellaneous) of the Performance Agreement are hereby incorporated by reference into this Agreement.

**TOBACCO REGION
REVITALIZATION COMMISSION**

By: _____

James E. Campos, Acting Executive
Director

Date: _____

RUSSELL COUNTY

By: _____

Title: _____

Date: _____

Tobacco Region Revitalization Commission TROF Disbursement & Reporting Requirements

TROF Grants

TROF grants can be disbursed pre- or post- performance. Both disbursement methods require local revenue sharing agreements between the Commission and the Locality which means all TROF grants require the Locality to be party to the Grant Agreement for revenue sharing purposes.

However, while the Locality is required to be party to the Grant Agreement, the Applicant should be the local Economic Development Authority (EDA)/ Industrial Development Authority (IDA) since it is procedurally less complex for an EDA/IDA to legally disburse Commission grant funds to a beneficiary company.

In special circumstances in which no local EDA/IDA is active or in existence in a Locality, then the Locality may be the Awardee/ **Applicant if the Commission is provided written assurance from the Locality's counsel that the Locality followed all legal requirements and that the obligations of the agreement are legally enforceable. The Commission will not execute a TROF Grant agreement with a Locality until such written assurance has been provided.**

- **If disbursed POST-PERFORMANCE:**
 - Only **one disbursement** will be made and that shall be after the Performance Date has passed.
 - After the Performance Date listed in the Agreement, the Commission will determine the extent to which the Company met or exceeds its Targets and the amount of Earned Grant Funds due to the Company. The Commission shall pay the Locality the Earned Grant Funds **within 30 days** of determining the extent to which the Company met or exceeded its Targets. After receiving funds, the Locality shall pay the EDA/IDA who will pay the Company **within 30 days.**
 -

Reporting Requirements:

- **Within 30 days** of the Award Date listed in the Agreement, the Company shall provide to the Commission (see Section 4(a) and Attachment 1) the Award Date Report which establishes the baseline performance metrics for the Grant Agreement.
- **Annually** by the anniversary of the Award Date listed in the Agreement, the Company shall provide the Commission with Progress Reports (see Section 4(b) and Attachment 2). For a typical performance period of three years, three progress reports will be provided.
- **Within 90 days** after the Performance Date listed in the Agreement the Company shall provide the Commission with the Final Report (see Section 4(c) and Attachment 3).

Request for Taxpayer Identification Number and Certification



Section 1 - Taxpayer Identification

- Social Security Number (SSN)**
- Employer Identification Number (EIN)**
- _____

Please select the appropriate Taxpayer Identification Number (EIN or SSN) type and enter your 9 digit ID number . The EIN or SSN provided must match the name given on the "Legal Name" line to avoid backup withholding. If you do not have a Tax ID number, please reference "Specific Instructions - Section 1." If the account is in more than one name, provide the name of the individual who is recognized with the IRS as the responsible party.

Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

Legal Name:	
Business Name:	

Entity Type	Entity Classification	Exemptions (see instructions)
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> C-Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Estate <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Government <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit <input type="checkbox"/> Corporation	<input type="checkbox"/> Professional Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Political Subdivision <input type="checkbox"/> Legal Services <input type="checkbox"/> Real Estate Agent <input type="checkbox"/> Joint Venture <input type="checkbox"/> VA Local Government <input type="checkbox"/> Tax Exempt Organization <input type="checkbox"/> Federal Government <input type="checkbox"/> OTH Government <input type="checkbox"/> VA State Agency <input type="checkbox"/> Other	Exempt payee code (if any): _____ (from backup withholding) _____ Exemption from FATCA reporting code (if any): _____

Contact Information

Legal Address:	Name:	
	Email Address:	
	City: State : Zip Code:	Business Phone:
Remittance Address:	Fax Number:	
	Mobile Phone:	
	City: State : Zip Code:	Alternate Phone:

Section 2 - Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined later in general instructions), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See instructions titled Certification

Printed Name:		
Authorized U.S. Signature:		Date:

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain

payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see Section 2 Certification – Page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requestor of Form W-9 for more information.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requestor of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no

reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Section 1 - Taxpayer Identification

Check the appropriate Tax Identification Number (TIN) type. Enter your EIN/SSN in the space provided.

If you are a resident alien and you do not have and /or are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, apply for a TIN immediately, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester. **Note:** *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

Enter the TIN which coincides with the 'Legal Name' provided on the form.

- If you are an individual, check the "Social Security Number (SSN)" box and enter the SSN.
- If you are a Grantor or Revocable Trust, check the "Social Security Number (SSN)" box and enter the SSN of the Grantor.
- If you are a Resident Alien, check the "Social Security Number (SSN)" box and enter your SSN or

your ITIN (IRS Individual Taxpayer Identification Number).

d. If you are a Sole Proprietor, check the "Social Security Number (SSN)" box and enter the SSN of the sole proprietor.

e. If you are a Single-Member LLC that is disregarded as an entity, check the "Social Security Number (SSN)" box and enter the member's SSN.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

Vendors are requested to enter their **Dunn and Bradstreet Universal Numbering System (DUNS)**, if applicable. See number requirement below.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement . The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov . Any entity that does not have a DUNS number can apply for one on-line at <http://www.dnb.com/us/> under the DNB D-U-N Number Tab.

Legal Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form. If you are using a name other than that which is listed on a Social Security Card, please enter the legal entity name **as filed with the IRS**. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Entity Type. Select the appropriate entity type.

Individual. If you are an individual, you must generally enter the name shown on your income tax return.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Legal Name" line. You may enter your business, trade, or

"doing business as (DBA)" name on the "Business Name" line.

Partnership. A partnership is an entity reflecting a relationship existing between two or more persons who join to carry on a trade or business. Enter the partnership's name on the "Legal Name" line. This name should match the name shown on the legal document creating the entity. You may enter your business, trade, or "doing business as (DBA) name on the "Business Name" line.

Trust. A legal entity that acts as fiduciary, agent or trustee on behalf of a person or business entity for the purpose of administration, management and the eventual transfer of assets to a beneficial party. Enter the name of the legal entity on the "Legal Name" line.

Estate. A separate legal entity created under state law solely to transfer property from one party to another. The entity is separated by law from both the grantor and the beneficiaries. Enter the name of the legal entity on the "Legal Name" line.

Government. The Government of any State, any Political Subdivision of any State, any Agency or Instrumentality of a State or of a Political Subdivision of a State.

Non-Profit. An organization that is organized and operated exclusively for exempt purposes and none of its earnings may inure to any private shareholder or individual.

Corporation. A company recognized by law as a single body with its own powers and liabilities, separate from those of the individual members. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

S-Corporation. A corporation that is taxed like a partnership: a corporation in which five or fewer people own at least half the stock. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

C-Corporation. A business that is taxed as a separate entity: a business taxed under Subchapter C of the Internal Revenue Code and legally distinct from its owners. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

Limited liability Company (LLC). An LLC with at least two members is classified as a partnership for federal income tax purposes unless it files Form 8832 and affirmatively elects to be treated as a corporation. Enter the name of the partnership or corporation. An LLC with only one member is treated as an entity disregarded as separate from its owner for income tax purposes (but as a separate

entity for purposes of employment tax and certain excise taxes), unless it files Form 8832 and affirmatively elects to be treated as a corporation. If you are a single-member LLC (including a foreign LLC with a domestic owner) that is **disregarded** as an entity separate from its owner, **enter the owner's name on the "Legal Name" line.** **Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Entity Classification. Select the appropriate classification type.

Contact Information. Enter your contact information.

Enter your **Legal Address.** Enter your **Remittance Address.** A **Remittance Address** is the location in which you or your entity receives business payments.

Enter your **Business Phone Number.** Enter your **Mobile Phone Number,** if applicable. Enter your **Fax Number,** if applicable. Enter your **Email Address.**

For clarification on IRS Guidelines, see www.irs.gov.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation

- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10- A common trust fund operated by a bank under section 584(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B - The United States or any of its agencies or instrumentalities
- C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G - A real estate investment trust
- H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I - A common trust fund as defined in section 584(a)
- J - A bank as defined in section 581
- K - A broker
- L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agent that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on Form W-9. You are being requested to sign by the Commonwealth of Virginia.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Submission:

Commonwealth Vendor Group
 Post Office Box 1971
 Richmond, VA 23218-1971

Mr. Lonzo Lester
Page 2
November 16, 2023

Any returned funds should be made through the Automated Clearing Housing (ACH). Send your payment to Truist Bank, 301 Peachtree Street, Atlanta, GA 30308 (866-448-6394). Routing #: 061 000 104. Wire Account #: 2011 41795. ACH Account # 2011 41795 165099. Additionally, send an email to Ms. Tonya Thomas, Senior Fiscal Analyst, at tonya.thomas@dhcd.virginia.gov, alerting her to the impending arrival of the payment. In your e-mail to Ms. Thomas, be sure to identify the name of your assigned Community Development Specialist (CDS), the grant number, and the type of funds being returned (e.g., CDS Joan Smith, CDBG #19-19-90, Owner Occupied SR/Construction). Contact your CDS if your locality cannot use the ACH.

It has been a pleasure working with you. We appreciate your locality's cooperation in completing this project. If you have any questions relating to this matter, please contact Stuart Burrill by e-mail at stuart.burrill@dhcd.virginia.gov or by phone at (276) 525-5010.

Sincerely,



Amanda Healy
Associate Director

c: Tracy Puckett, Russell County PSA
Debbie Milton, Cumberland Plateau PDC
Matt Boyd, Cumberland Plateau PDC
Stuart Burrill, DHCD
Kathi Boatright, DHCD
Tonya Thomas, DHCD
Dr. Melissa Mason, DHCD

10-06/REV 10-22





Glenn Youngkin
Governor

Caren Merrick
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Bryan W. Horn
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

November 16, 2023

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

RE: **Community Development Block Grant #19-14-36
Belfast Waterline Extension, Phase II
ADMINISTRATIVE AND CONDITIONAL
CLOSEOUT**

Dear Mr. Lester:

The Virginia Department of Housing and Community Development (DHCD) has reviewed and accepted Russell County's documents and have administratively and conditionally closed your Community Development Block Grant (CDBG). The effective date of this closeout is November 16, 2023.

Final closure of the grant will be conditioned upon the submission of the following documents:

1. Acceptable Fiscal Year (FY) 2023 and 2024 financial audit reports through DHCD's Centralized Application and Management System (CAMS) and the resolution of any audit findings presented.

All grantees that receive funding during a specific program year are required to submit one (1) of the following financial documents:

1. Financial Statement prepared by the organization (does not require preparation by an Independent Certified Public Accountant (CPA)),
2. Reviewed Financial Statement(s) prepared by an Independent CPA,
3. Financial Statement(s) that have been audited by an Independent CPA, or
4. 2 CRF 200 Subpart F Audit – Audited by an Independent CPA.

Grantees must upload the required financial document(s) into CAMS within nine (9) months after the end of their fiscal year or thirty (30) days after its CPA-approved financial statement or audit has been accepted, whichever comes first. 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>.





AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Renovation of Dante Depot Facility

CONTRACT INFORMATION:
Contract For: General Construction
Date: June 29, 2022

CERTIFICATE INFORMATION:
Certificate Number: 001
Date: November 21, 2023

OWNER: *(name and address)*
Russell County Board of Supervisors
137 Highland Drive
Lebanon, Virginia 24266

ARCHITECT: *(name and address)*
Thompson & Litton, Inc.
P.O. Box 1307
103 East Main Street
Wise, Virginia 24293

CONTRACTOR: *(name and address)*
Ken Construction Company, Inc.
3966 Cross Roads
Lebanon, Virginia 24266

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

The Work described in the Plans and Specifications for the Project is complete in its entirety with the exception of items enumerated on the punchlist.

Thompson & Litton, Inc.
ARCHITECT *(Firm Name)*


SIGNATURE

William A.
Thompson, AIA, Senior
Project Manager
PRINTED NAME AND TITLE

November 21, 2023
DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

Not Applicable.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

Refer to Attachment 'A' of this document.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$N/A

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

Owner is responsible for all items enumerated above as of the date of this Certificate of Substantial Completion.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Ken Construction
Company, Inc.
CONTRACTOR *(Firm Name)*


SIGNATURE

Darrin Morrison, VP
Operations
PRINTED NAME AND TITLE

11/29/2023
DATE

Russell County Board of
Supervisors
OWNER *(Firm Name)*

SIGNATURE

Lonzo Lester, Jr.,
PRINTED NAME AND TITLE

DATE

**RUSSELL COUNTY BOARD OF SUPERVISORS
RENOVATION OF DANTE DEPOT**

**ATTACHMENT 'A'
PUNCHLIST
NOVEMBER 21, 2023**

1. Touch up paint over scratches on aluminum storefront entrances. See photos below.



The Board of Supervisors of Russell County, in regular meeting on Monday, December 11, 2023, adopted the following:

NO-COST RURAL ADDITION RESOLUTION
ROUTE 836 EXTENSION, CULBERSON LANE

WHEREAS, the Lebanon Residency Office of the Virginia Department of Transportation recommends that the street(s) referenced in this Board's resolution be added to the secondary system of state highways as a no-cost rural addition pursuant to Section 33.2-705 and Commonwealth Transportation Board policy, because the street(s) meets current minimum standards, the condition of the existing hard surface is serviceable, the street(s) has provided continuous public service since its establishment circa 1922 and currently serves at least three occupied residential dwellings; and,

WHEREAS, the Lebanon Residency Office of the Virginia Department of Transportation confirms that no Department funds are required to improve the street(s) described on the attached addition sketch and form AM-4.3 to meet current minimum design or maintenance standards of the Department; and,

NOW, THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to add the street(s) described on the attached sketch and form AM-4.3 to the secondary system of state highways, pursuant to §33.2-705, Code of Virginia and the Rural Addition Policy of the Commonwealth Transportation Board of the Virginia Department of Transportation; and,

BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right of way, as described on the attached form AM-4.3, and any necessary easements for cuts, fills and drainage; and,

BE IT FINALLY RESOLVED, a certified copy of this resolution be forwarded to the Resident Engineer of the Virginia Department of Transportation.

Recorded Vote

Moved by: Click or tap here to enter text.

Seconded by: Click or tap here to enter text.

Yeas: Click or tap here to enter text.

Nays: Click or tap here to enter text.

A Copy Teste:

Lou Ann Wallace, Chairperson,



COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION
Form AM 4.3

In Russell County

by Resolution of the governing body adopted 12/11/2023

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 highways.

A Copy Testee

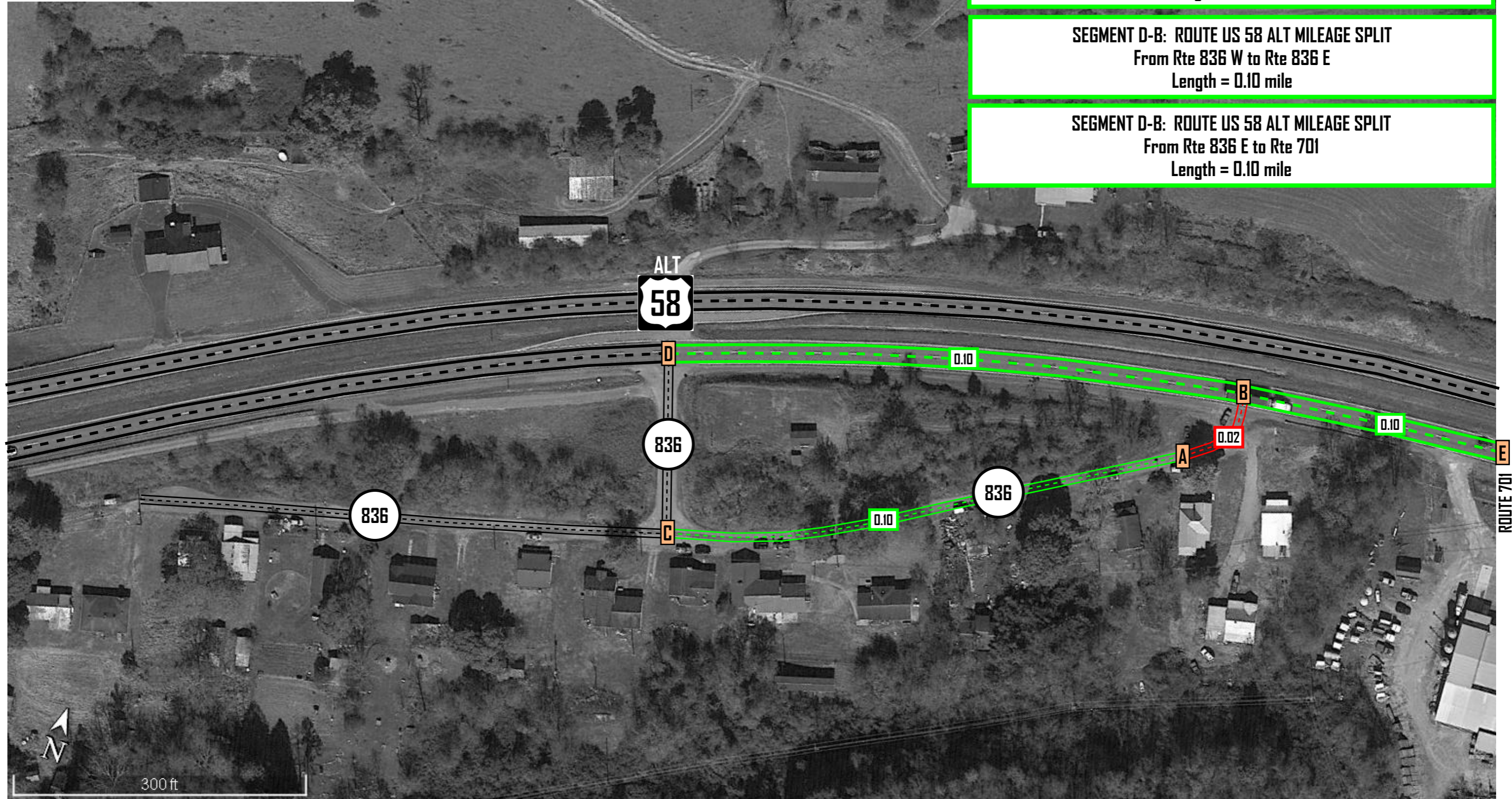
Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision: **ROUTE 836 NO-COST RURAL ADDITION**

CHANGE TYPE	RTE NUM & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDATION REFERENCE	ROW WIDTH
Length Correction	Rt. 58 - US HIGHWAY 58	Data Adjustment, Project by VDOT §33.2-326	RTE 836 E [B]	RTE 701 [E]	0.10			0
Length Correction	Rt. 58 - US HIGHWAY 58	Data Adjustment, Project by VDOT §33.2-326	RTE 836 W [D]	RTE 836 E [B]	0.10			0
Addition	Rt. 836 - CULBERSON LANE	Rural (CTB Policy No Cost) §33.2-705	0.02 MI S US 58 ALT [A]	US 58 ALT [B]	0.02	2	PROJECT PLANS	50
Length Correction	Rt. 836 - CULBERSON LN	Data Adjustment, Project by VDOT §33.2-326	0.12 MI SW US 58 ALT [C]	0.02 MI SW US 58 ALT [A]	0.10			0

VA DEPT. OF TRANSPORTATION
BRISTOL DISTRICT
LEBANON RESIDENCY
RUSSELL COUNTY (083)
**EXTENSION OF ROUTE 836
NO-COST RURAL ADDITION**



SEGMENT A-B: ROUTE 836 ADDITION
From 0.02 mi S Rte US 58 Alternate to Rte US 58 Alternate
Length = 0.02 mile

SEGMENT C-A: ROUTE 836 MILEAGE SPLIT
From 0.12 mi SW Rte US 58 Alternate to 0.02 mi SW Rte US 58 Alternate
Length = 0.10 mile

SEGMENT D-B: ROUTE US 58 ALT MILEAGE SPLIT
From Rte 836 W to Rte 836 E
Length = 0.10 mile

SEGMENT D-B: ROUTE US 58 ALT MILEAGE SPLIT
From Rte 836 E to Rte 701
Length = 0.10 mile

ICR #39365947

FOR RIGHT OF WAY DETAILS SEE PROJECT PLANS FOR PROJECTS:
0058-083-S199 & 6058-083-104, C501



Russell County Public Schools

Kimberly M. Hooker, Ed. D.

Division Superintendent

Office 276.889.6500

Fax 276.889.6508

Post Office Box 8

84 Dr. Lorraine C. Turner Drive

Lebanon, Virginia 24266

School Board Members

Chairman

Bob Gibson

Vice-Chairman

Cynthia Compton

Tim Ball

Wayne Bostic

Linda Garrett

Kip Parsons

Alex Zachwieja

December 4, 2023

Mrs. Lou Ann Wallace, Chairperson
Russell County Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Dear Mdme Chair:

To participate in the additional state programs, we must meet the required maintenance of effort which includes the 2% salary increase for all fulltime employees. This will take effect January 2024.

Due to the budget released on October 12, 2023, the required local effort increased to \$9,218,102. We are asking the Russell County Board of Supervisors to increase our funding in the amount of \$116,785.

We really appreciate your continued support.

Sincerely,

Kimberly M. Hooker, Ed.D.
Division Superintendent



Lonzo Lester <lonzo.lester@russellcountyva.us>

Fw: FY 2024 Final Revised Local Budget Allocations - Russell 167

1 message

Greer, Kristy (VDSS) <Kristy.Greer@dss.virginia.gov>
To: "Lester, Lonzo" <lonzo.lester@russellcountyva.us>
Cc: "Brunty, Patrick (VDSS)" <patrick.brunty@dss.virginia.gov>

Mon, Dec 4, 2023 at 12:53 PM

Good afternoon,

Here is the revised final FY2024 budget letter dated October 2023. This has the revisions for BL# 855 and 804 increases. We did return \$23,000 of BL# 851 funds based on our projected calculations for benefits employee overtime.

My calculations for the local match and cost for one part-time employee COLA increase in December 2023 based on 7 months:

\$5,345.92

Thanks,
Kristy

From: Waller, Joann (VDSS) <Joann.Waller@dss.virginia.gov>
Sent: Monday, October 2, 2023 3:55 PM
To: Greer, Kristy (VDSS) <Kristy.Greer@dss.virginia.gov>; Brunty, Patrick (VDSS) <patrick.brunty@dss.virginia.gov>
Cc: Larsen, Deborah (VDSS) <deborah.larsen@dss.virginia.gov>; Avery, Sandra (VDSS) <Sandra.Avery@dss.virginia.gov>
Subject: FY 2024 Final Revised Local Budget Allocations - Russell 167

Please find attached a copy of the Revised Final FY 2024 Local Budget Letter along with the following:

- 2024 LASER Allocations - Revised BL 849 & BL 855
- 2024 BL 855 Allocations - Revised

If you have any questions, please contact Sandra Avery or Kyle Steider in the Budget Office.

Sandra Avery (804) 726-7251 or sandra.avery@dss.virginia.gov
Kyle Steider (804) 726-7253 or kyle.steider@dss.virginia.gov

Joann Waller
Executive Assistant, Division of Finance

Virginia Department of Social Services
801 East Main Street, Richmond, VA 23219
(804) 726-7106 www.dss.virginia.gov



3 attachments

 **Final Guidance Update Letter Chapter 1 10.02.2023.pdf**
143K

 **167 Russell County FY 2024 BL 855 Allocations Final REVISED 09.27.2023.pdf**
520K

 **167 Russell County FY 2024 LASER Allocations Final REVISED 09.27.2023.pdf**
189K



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

November 21, 2023

Lonzo Lester
County Administrator
137 Highlands Drive, Suite A
Lebanon, Virginia 24266

RE: 508516-LE ARPA - Law Enforcement Equipment

Dear Lonzo Lester:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **509490** and was approved for a total award of **\$542,000**, funded through Award Number **21.027 (2023 ARPA)**. The project period is **7/1/2022** through **6/30/2024**.

Included with this letter is your Statement of Grant Award/Acceptance (SOGA), Special Conditions, Reporting Requirements, and Projected Due Dates. In addition, there may be "Action Item" Special Conditions related to your grant award called *Encumbrances* that require your immediate attention. If there are any, please submit those documents via the On-line Grants Management System (OGMS) at <https://ogms.dcjs.virginia.gov/>.

If you have not previously done so, you must register 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 rr-learpagrants@dcjs.virginia.gov. Please note that you will not be able to draw down funds on this grant until DCJS receives the signed SOGA, and the grant is in Underway status in OGMS. If you have any questions, please contact your DCJS Grant Monitor through the OGMS portal, or contact the ARPA staff at rr-learpagrants@dcjs.virginia.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jackson Miller".

Jackson Miller

STATEMENT OF GRANT AWARD (SOGA)

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

508516-LE ARPA - Law Enforcement Equipment

Subgrantee: Russell
DCJS Grant Number: 509490
UEI Number: WMRHA68SMK19
Grant Start Date: 7/1/2022
Grant End Date: 6/30/2024

Federal Grant Number(s): 21.027 (2023 ARPA)
Federal Awardee: U.S. Department of Treasury
Federal Catalog Number: 21.027
Project Description: Coronavirus State and Local Fiscal Recovery Funds
Federal Start Date: 7/1/2022

Federal Funds: **\$481,000**
Increase Amount: **\$61,000**
Local Match: _____

Total Budget: **\$542,000** Indirect Cost Rate: _____% *If applicable

Project Director	Project Administrator	Finance Officer
William Watson Sheriff 79 Rogers Avenue Lebanon, Virginia 24266 276-889-8033 sheriff@russellcountyva.us	Lonzo Lester County Administrator 137 Highlands Drive, Suite A Lebanon, Virginia 24266 276-889-8000 lonzo.lester@russellcountyva.us	Alicia McGlothlin Treasurer 137 Highlands Drive, Suite B Lebanon, Virginia 24266 276-889-8028 rctreas@bvu.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: _____

Lonzo Lester
Authorized Official (Project Administrator)

Title: _____

County Administrator

Date: _____

11/27/23



RUSSELL COUNTY SHERIFF'S OFFICE

William J Watson, Sheriff
79 Rogers Avenue, Lebanon, Virginia 24266
Phone: (276) 889-8033 Fax: (276) 889-0753

October 31, 2023

Mrs. Lou Ann Wallace, Chairperson
Russell County Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Dear Chairperson Wallace and Members of the Russell County Board of Supervisors:

The Russell County Sheriff's Office, Lebanon Police Department, and Honaker Police Department have equally come together in unity to host this years Shop With A Cop Program for Russell County. With the hardships and uncertainty that some families face, especially during the holiday season, the Shop With A Cop Program is an event to provide underprivileged children within Russell County a happy and joyous holiday season. Participants will be selected from area schools and children within Russell County that may not yet be in school through an application process to ensure those chosen are truly deserving and in need of assistance.

It is our hope that the combined efforts of each of these law enforcement agencies, that this will be the most successful Shop with a Cop Program ever. In order for this program to be successful depends upon the kind generosity of the public leaders and businesses in the community. Should you desire to participate in this program any monetary contribution would be greatly appreciated.

Thank you in advance for your assistance in this worthwhile community endeavor. If you have further questions, feel free to contact the Russell County Sheriff's Office at 276-889-8033, Lebanon Police Department at 276-889-7227, or Honaker Police Department at 276-873-5297.

Thank you,

William J Watson
Sheriff- RCSO

Eric Deskins
Chief- LPD

Brandon Cassell
Chief- HPD



LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

November 26, 2023

To: Public Library Directors
From: Paranita S. Carpenter
(804) 692-3993
paranita.carpenter@lva.virginia.gov
RE: Revised State Grant-In-Aid FY2024

Attached is a copy of your revised approved FY2024 *Application for State Aid Grant* for the Russell County Public Library in the amount of \$128,394.00 signed by Sandra G. Treadway, Librarian of Virginia. Please communicate receipt of this grant and its importance to local library services to the appropriate governing bodies, individuals, organizations, and media in your area.

You will receive four (4) quarterly payments in the amounts listed below from the Department of Accounts according to the following schedule:

Month of Payment	EDI Deposit to Locality*	Deadline for Checks to Arrive at Locality**
July 2023	July 13, 2023	July 20, 2023
October 2023	October 10, 2023	October 17, 2023
January 2024	January 11, 2024	January 18, 2024
April 2024	April 11, 2024	April 18, 2024

* EDI (Electronic Data Interchange) deposits to designated banks.
** Paper checks (non-EDI) should be received.

First Quarter Payment	\$27,353.00
Second Quarter Payment	\$33,680.33
Third Quarter Payment	\$33,680.33
Fourth Quarter Payment	\$33,680.34

Should this payment schedule change, we will notify you as quickly as possible.

The *Instructions for Expenditure of State Aid Grants* are available on the Infocenter. If you have any questions, please contact Kim Armentrout at (804) 692-3601 or kim.armentrout@lva.virginia.gov. If you do not receive your check or EDI deposit by the scheduled date(s), please contact me immediately.

cc: Sandra G. Treadway

800 East Broad Street
Richmond, Virginia 23219

www.lva.virginia.gov

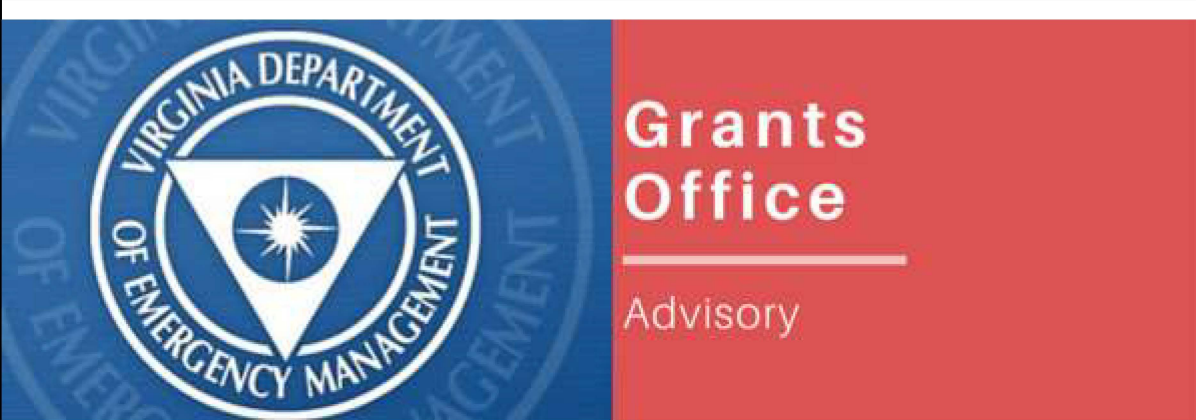
804.692.3500 *phone*
804.692.3976 *tyx*

VDEM announces Emergency Management Performance Grant Funding Allocations for Fiscal Year 2023


1 message

VDEM Grants Office <vdemgrants@vdem.virginia.gov>
Reply-To: vdemgrants@vdem.virginia.gov
To: lonzo.lester@russellcountyva.us

Wed, Nov 15, 2023 at 2:03 PM



Grants Office
Advisory



Virginia Department of
Emergency Management
NEWS RELEASE

9711 Farrar Court
North Chesterfield, VA 23236
804.267.7610
www.vaemergency.gov

VDEM announces Emergency Management Performance Grant Funding Allocations for Fiscal Year 2023

Funding gives \$2,684,631 million to support local emergency management efforts
November 15, 2023

RICHMOND, VA - The Virginia Department of Emergency Management (VDEM), announced today the awarding of over \$2.6 million in grant funding for the Emergency Management Performance Grant Program (EMPG). The EMPG program is a federally funded, state distributed, grant program. The grant focuses on funding planning, operations, equipment acquisitions, trainings, exercises, and construction and renovation efforts at the local government level.

The EMPG program provides resources to assist local governments in preparing for all hazards. Through the grant program, the Federal government provides coordination, guidance, and assistance to support a comprehensive emergency preparedness system.

"Successful emergency management requires an all-hazards approach. This grant provides us with the resources we need to build and sustain our core capabilities across the five mission areas: prevention, protection, mitigation, response and recovery," said State Coordinator of Emergency Management Shawn Talmadge.

Grant funding for the program is available to cities, counties and those towns recognized as emergency management jurisdictions under Title 44 of the Code of Virginia. The following EMPG grant allocations have been awarded for FY2023:

FY2023 Emergency Management Performance Grant

Funding Allocations

Accomack County	\$7,500
Albermarle County	\$25,452
Alexandria City of	\$60,904
Alleghany County	\$7,500
Amelia County	\$7,500
Amherst County	\$14,911
Appomattox County	\$7,500
Arlington County	\$72,527
Augusta County	\$14,882
Bath County	\$7,500
Bedford County	\$13,304
Bland County	\$7,500
Botetourt County	\$7,500
Bristol City of	\$15,500
Brunswick County	\$7,500
Buchanan County	\$7,500
Buckingham County	\$7,500
Buena Vista City of	\$7,500

Campbell County	\$13,805
Caroline County	\$12,120
Carroll County	\$7,500
Charles City County	\$14,034
Charlotte County	\$7,500
Charlottesville City of	\$7,500
Chesapeake City of	\$71,284
Chesterfield County	\$76,409
Chincoteague, Town of	\$7,500
Christiansburg, Town of	\$7,500
Clarke County	\$7,500
Colonial Heights City of	\$7,500
Covington City of	\$9,346
Craig County	\$7,500
Culpeper County	\$10,751
Cumberland County	\$7,500
Danville City of	\$27,013
Dickenson County	\$7,500
Dinwiddie County	\$7,500
Emporia City of	\$10,285
Essex County	\$13,316
Fairfax City of	\$7,500
Fairfax County	\$109,897
Falls Church City	\$7,500
Farmville, Town of	\$12,180
Fauquier County	\$17,725

Floyd County	\$7,500
Fluvanna County	\$7,500
Franklin City of	\$16,595
Franklin County	\$36,498
Fredericksburg County	\$10,680
Fredrick County	\$16,297
Galax City of	\$7,500
Giles County	\$7,500
Gloucester County	\$13,644
Goochland County	\$16,904
Grayson County	\$7,500
Greene County	\$7,500
Greensville County	\$7,500
Halifax County	\$12,196
Hampton City of	\$70,740
Hanover County	\$22,997
Harrisonburg City of	\$7,500
Henrico County	\$67,504
Henry County	\$26,164
Highland County	\$7,500
Hopewell City of	\$42,959
Isle of Wight County	\$7,500
James City County	\$39,978
King and Queen County	\$7,500
King George County	\$12,820
King William County	\$7,500

Lancaster County	\$7,500
Lee County	\$7,500
Lexington City of	\$7,500
Loudoun County	\$73,546
Louisa County	\$17,607
Lunenburg County	\$7,500
Lynchburg City	\$23,423
Madison County	\$7,500
Manassas City	\$7,500
Manassas Park City	\$7,500
Martinsville City of	\$7,500
Mathews County	\$7,500
Mecklenburg County	\$7,500
Middlesex County	\$7,500
Montgomery County	\$14,757
Nelson County	\$7,500
New Kent County	\$27,932
Newport News City of	\$93,035
Norfolk City of	\$113,617
Northampton County	\$7,500
Northumberland County	\$7,500
Norton City of	\$7,500
Nottoway County	\$7,500
Orange County	\$7,900
Page County	\$7,500
Patrick County	\$7,500

Petersburg City of	\$10,675
Pittsylvania County	\$22,803
Poquoson City of	\$7,500
Portsmouth City of	\$57,992
Powhatan County	\$7,500
Prince Edward County	\$9,436
Prince George County	\$25,231
Prince William County	\$59,819
Pulaski County	\$16,904
Radford City of	\$7,500
Rappahannock County	\$7,500
Richmond City of	\$85,630
Richmond County	\$7,500
Roanoke City of	\$53,387
Roanoke County	\$21,282
Rockbridge County	\$7,500
Rockingham County	\$19,022
Russell County	\$7,500
Salem City of	\$13,483
Scott County	\$13,810
Shenandoah County	\$23,509
Smyth County	\$7,500
South Boston, Town of	\$7,500
Southampton County	\$7,500
Spotsylvania County	\$40,579
Stafford County	\$49,164

Staunton City of	\$7,500
Suffolk City of	\$21,781
Surry County	\$7,500
Sussex County	\$7,500
Tazewell County	\$7,500
Vinton, Town of	\$7,500
Virginia Beach City of	\$102,914
Warren County	\$7,500
Washington County	\$9,015
Waynesboro City of	\$7,500
Westmoreland County	\$7,500
West Point, Town of	\$7,500
Williamsburg City of	\$7,500
Winchester City of	\$8,905
Wise County	\$7,500
Wythe County	\$13,017
York County	\$50,335
Total	\$2,684,631

Grant allocation letters will be made available within the next week. For more information about these programs, please contact Catherine Lee – Preparedness Grants Manager Programs at Catherine.Lee@vdem.virginia.gov or visit the VDEM Grants webpage at <https://www.vaemergency.gov/divisions/finance/grants>. To sign up for grant announcements and notifications, please [sign-up here](#).

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Russell County Virginia

“The Heart of Southwest Virginia”

Tim Lovelace
District 1

Carl Rhea
District 3

David Eaton
District 4

Lou Ann Wallace, Chairperson
District 2

Oris Christian, Vice-Chairman
At-Large

Steve Breeding
District 5

Rebecca Dye
District 6

Lonzo Lester
County Administrator

RESOLUTION OF DECLARATION OF EMERGENCY Due to Dry Weather Conditions

WHEREAS, LACK OF PRECIPITATION IN THE COUNTY, AS CONFIRMED BY THE NATIONAL WEATHER SERVICE AT MORRISTOWN, TENNESSEE, AND UNSEASONABLY HIGH TEMPERATURES HAVE CAUSED GRASSLANDS AND WOODLANDS TO BE EXTREMELY DRY CAUSING COUNTY FIRES AND A SEVERE INCREASE IN FIRE RISK THROUGHOUT RUSSELL COUNTY;

WHEREAS, SIGNIFICANT ACREAGE OF PROPERTY IN THE REGION AND THE COUNTY HAVE BEEN AFFECTED BY FOREST FIRES WITHIN THE PAST SEVERAL DAYS OF THIS RESOLUTION;

WHEREAS, UNCONTROLLED, OPEN FIRES POSE A SERIOUS THREAT TO LIFE AND PROPERTY WHILE THE CURRENT DRY CONDITIONS EXIST; AND

WHEREAS, THE DIRECTOR OF EMERGENCY MANAGEMENT, AFTER CONSULTATION WITH VIRGINIA DEPARTMENT OF FORESTRY, COUNTY FIRE DEPARTMENTS, AND THE GOVERNOR OF VIRGINIA DECLARATION OF A “**STATE OF EMERGENCY**” RECOMMENDED THAT THE COUNTY OF RUSSELL, VIRGINIA, AND SUBJECT TO CONFIRMATION BY THE BOARD OF SUPERVISORS, DECLARE AN EMERGENCY PROHIBITION AGAINST ANY PERSON SETTING FIRE, OR PROCURING ANOTHER PERSON TO SET FIRE, TO ANY WOODS, BRUSH, LOGS, LEAVES, GRASS, DEBRIS, OR OTHER FLAMMABLE MATERIAL WITHIN THE BOUNDARIES OF RUSSELL COUNTY BOTH ON ANY PUBLIC AS WELL AS ON ANY PRIVATE PROPERTY, UNTIL THIS DECLARATION OF EMERGENCY PROHIBITION IS DECLARED ENDED BY OFFICIAL ACT OF THE COUNTY;

NOW, THEREFORE, BE IT RESOLVED THAT THE DIRECTOR OF EMERGENCY MANAGEMENT OF THE COUNTY OF RUSSELL, VIRGINIA, DOES HEREBY ACCEPT THE RECOMMENDATION OF THE VIRGINIA DEPARTMENT OF FORESTRY AND COUNTY FIRE DEPARTMENTS TO ISSUE A **DECLARATION OF EMERGENCY DUE TO DRY WEATHER CONDITIONS** IN ACCORDANCE WITH SECTION 44-146.21 AND 15.2-922.1 OF THE CODE OF VIRGINIA AND HEREBY ESTABLISHES A BAN ON OPEN-AIR BURNING FOR THE COUNTY OF RUSSELL UNTIL FURTHER NOTICE AND PUTTING ON ALERT THE RESPONSE AND RECOVERY PROGRAMS OF ALL APPLICABLE LOCAL EMERGENCY OPERATIONS PLANS SHOULD ACTIVATION BE WARRANTED.

BE IT FURTHER RESOLVED THAT THIS BAN IS EFFECTIVE AT **12:00 A.M., NOVEMBER 13, 2023**, AND THAT IT SHALL REMAIN IN EFFECT UNTIL SUCH BAN IS ENDED BY ACTION OF THE BOARD OF SUPERVISORS.

SO, DECLARED ON THIS THE 13th DAY OF NOVEMBER 2023.

THE FOREGOING DECLARATION OF EMERGENCY WAS DULY CONFIRMED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RUSSELL, VIRGINIA, ADOPTED AT ITS REGULAR SCHEDULED MEETING HELD ON NOVEMBER 13, 2023, BY THE FOLLOWING VOTE:

**LONZO LESTER, MBA, CPC, VCO
COUNTY ADMINISTRATOR
EMERGENCY MANAGEMENT DIRECTOR**

Recorded Vote

Copy Teste:

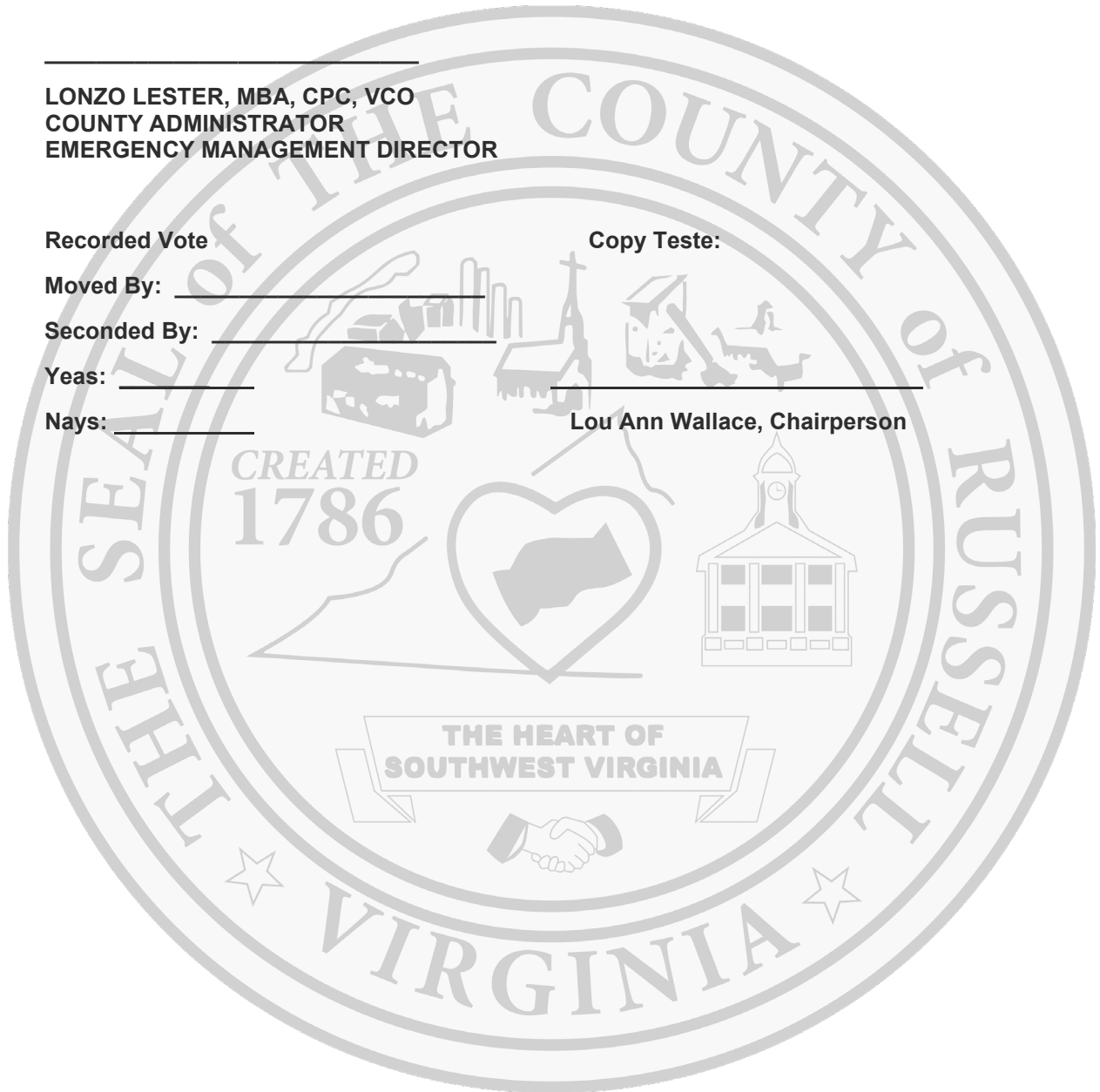
Moved By: _____

Seconded By: _____

Yeas: _____

Nays: _____

Lou Ann Wallace, Chairperson



VIA EMAIL ONLY

October 6, 2023

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

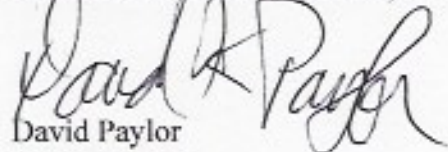
RE: Additional Funding Request
Landfill Feasibility Information Review
Clinchfield, Russell County, Virginia
Potesta Project No. 0103-22-0164

Dear Mr. Lester:

As discussed, due to extenuating circumstances requiring more of our time than contemplated in our August 19, 2022 proposal to you, Potesta & Associates, Inc. respectfully requests that you approve an additional amount for our continued services.

Sincerely,

POTESTA & ASSOCIATES, INC.



David Paylor
Vice President

DP/rh



MASTER AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES

This agreement made as of the 30th day of September, 2022

BETWEEN THE OWNER:

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

and the CONSULTANT:

Potesta & Associates, Inc.
7012 MacCorkle Avenue, SE
Charleston, West Virginia 25304

The purpose of this Master Agreement Between Owner and Consultant for Professional Services (civil, geotechnical, environmental, and mining engineering; permitting; site characterization/remediation; surveying; construction observation; SPCC Plans; CADD/GIS; health and safety plans; site design; and related services) is to establish contract terms and conditions and hourly rates under which individual projects will be performed. The rate schedule is presented in the attached Exhibit A. Terms and conditions are presented in Exhibit B. For each individual project Owner will provide Consultant with a general description of the services required. Consultant will then provide a proposal with a detailed scope of services and an estimated cost to perform the work based on the rates in Exhibit A. Upon agreement, Owner will provide a Notice to Proceed to Consultant for each individual project.


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

OWNER:

CONSULTANT:

RUSSELL COUNTY, VIRGINIA

POTESTA & ASSOCIATES, INC.


Name: _____
Title: County Administrator

Name: Ronald R. Potesta
Title: President

EXHIBIT A

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.)



REVISED STANDARD TERMS AND CONDITIONS FOR RUSSELL COUNTY BOARD OF SUPERVISORS

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.*

Potesta & Associates, Inc.

Standard Terms and Conditions

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6. Client agrees to limit POTEESTA's liability to Client and to all construction contractors and subcontractors on the project due to POTEESTA's professional negligent acts, errors, or 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

Potesta & Associates, Inc.

Standard Terms and Conditions

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documents are instruments of professional service, not products. Although ownership of such documents normally is retained by POTEESTA, they nonetheless shall, in this instance, become the property of Client upon Client's payment in full of all POTEESTA invoices. Client recognizes that no such documents should be subject to unauthorized reuse; that is, reuse without written authorization of POTEESTA to do so. Such authorization is essential because it requires POTEESTA to evaluate the documents' applicability given new circumstances, not the least of which is passage of time. Accordingly, in return for POTEESTA's relinquishment of ownership, Client agrees to waive any claim against POTEESTA and defend, indemnify and hold POTEESTA harmless from any claim or liability for injury or loss allegedly arising from unauthorized reuse of POTEESTA's instruments of service. Client further agrees to compensate POTEESTA for any time spent or expenses incurred by POTEESTA in defense of any such claim, in accordance with POTEESTA's prevailing fee schedule and expense reimbursement policy. Client agrees that POTEESTA 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. POTEESTA 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 POTEESTA are based solely on the information available from such borings, surveys and explorations.
13. 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.
14. 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

Potesta & Associates, Inc.

Standard Terms and Conditions

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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 unless employees or agents of POTEESTA are grossly negligent in 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.

15. 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.
16. 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 hold POTEESTA harmless for any damages to subterranean structures or utilities which are not called to POTEESTA's attention, or are not correctly shown on the plans furnished.
17. Client agrees to advise POTEESTA 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 POTEESTA, significantly affect or may affect the services or the recommended scope of services, POTEESTA will promptly notify Client thereof. Subsequent to that notification, Client and POTEESTA agree to pursue one of the following options:
 - a. If practicable, in the judgment of POTEESTA, the original scope of services will be completed in accordance with the procedures originally intended in POTEESTA's proposal for services.

Potesta & Associates, Inc.

Standard Terms and Conditions

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- 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 POTEESTA's proposal will be terminated, effective on the date specified in writing by POTEESTA, and POTEESTA 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.
18. Neither the Client nor POTEESTA 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, POTEESTA's proposal is firm for 90 days.
19. 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.
20. The law of the Commonwealth of 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 the Commonwealth of Virginia.
21. 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.

Potesta & Associates, Inc.

Standard Terms and Conditions

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22. 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. Should the contract be terminated by the Client for breach of contract by POTEESTA or should the contract be terminated for convenience by POTEESTA, the Client shall not be responsible for any services including services associated with the termination itself, such as demobilizing, modifying schedules, and reassigning personnel, or any costs associated with the termination and post termination activities, such as demobilization, decontaminating and/or disposing of equipment, and disposal and replacement of contaminated consumables.
23. 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.
24. 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.
25. 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 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.

Potesta & Associates, Inc.

Standard Terms and Conditions

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26. 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.
27. 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.
28. 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.
29. 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.

30. **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; 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.

Potesta & Associates, Inc.

Standard Terms and Conditions

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- 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, POTESTA will provide a written report stating whether, in POTESTA's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

**AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND
THE RUSSELL COUNTY BOARD OF SUPERVISORS FOR FUNDING AND
SERVICES OF THE RUSSELL COUNTY HEALTH DEPARTMENT**

This agreement (“Agreement”) for the services to be provided by the Russell County Health Department and the funding therefore is by and between the Virginia Department of Health (“VDH”) and Russell County Board of Supervisors (collectively “the Parties”).

The Agreement is created in satisfaction of the requirements of § 32.1-31 of the Code of Virginia (1950), as amended, in order to operate the Russell County Health Department under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed \$834,496.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Russell County will provide by appropriation and in equal quarterly payments a sum of \$208,038.00 local matching funds and \$161,357.00 one-hundred percent local funds for a total of \$369,395.00 local funds for this fiscal year.

CWE
11.27.23

In addition, the Board of Supervisors has approved the Russell County Health Department to carry forward \$0.00 in local matching funds for a total of \$208,038.00 matching funds and an additional \$0.00 in one-hundred percent local funds from the prior fiscal year closing locality balance.

These joint funds will be distributed in timely installments, as services are rendered in the operation of the Russell County Health Department, which shall perform public health services in Russell County as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

§ 2. The term of the agreement begins July 1, 2023. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

§ 3. The Commonwealth of Virginia (“Commonwealth”) and VDH shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.

- A. The responsibility of the Commonwealth and VDH to provide liability insurance coverage shall be limited to and governed by the Commonwealth of Virginia Public Liability Risk Management Plan, established under § 2.2-1837 of the Code of Virginia (1950), as amended. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code of Virginia (1950), as amended, or under a policy procured by the locality.
- B. The Commonwealth and VDH will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Commonwealth of Virginia Public Liability Risk Management Plan.

- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia (1950), as amended, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Commonwealth of Virginia Public Liability Risk Management Plan , the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia Public Liability Risk Management Plan , the legal representation of said employee by the city or county attorney, and, the Board of Supervisors of Russell County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or VDH be responsible for providing legal defense or insurance coverage for local government employees.

§ 4. Title to equipment purchased with funds appropriated by the local government and transferred to the Commonwealth, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.

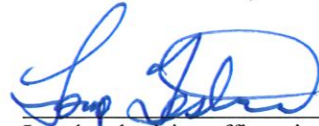
§ 5. This Agreement may only be amended or otherwise modified by an instrument in writing signed by the Parties.

 Robert W. Hicks
 Acting Deputy Commissioner
 Community Health Services
 Virginia Department of Health

 Date

 Reisa L. Sloce
 District Health Director
 Cumberland Plateau and Lenowisco Health District

 Date



 Local authorizing officer signature

Lonzo Lester
 Authorizing officer printed name

County Administrator
 Authorizing officer title

12/11/23

 Date

Approved as to form by the Office of the Attorney General on July 23, 2018

Attachments: Local Government Agreement, Attachment A(1.)
 Local Government Agreement, Attachment A(2.)

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A (1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT ([32.1-11](#))

For Each Service Provided, Check Block for Highest Income Level Served			
COLLABORATIVE COMMUNITY HEALTH IMPROVEMENT PROCESS	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Assure that ongoing collaborative community health assessment and strategic health improvement planning processes are established. To include public health, health care systems and community partners. As provided for in §32.1-122.03 Code Link- 32.1-122.03 ; State Health Plan Link Virginia Plan for Well-Being 2016-2020			X
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Immunization of patients against certain diseases, including Childhood Immunizations As provided for in 32.1-46 Code Link- 32.1-46			X
Sexually transmitted disease screening, diagnosis, treatment, and surveillance 32.1-57, Districts may provide counseling. Code Link- 32.1-57			X
Surveillance and investigation of disease 32.1-35 and 32.1-39 Code Links- 32.1-35 , 32.1-39 , 32.1-43			X
HIV/AIDS surveillance, investigation, and sero prevalence survey 32.1-36, 32.1-36.1, 32.1-39 Code Links- 32.1-36 , 32.1-36.1 , 32.1-39			X
Tuberculosis control screening, diagnosis, treatment, and surveillance 32.1-49, 32.1-50.1, and 32.1-54 Code Links- 32.1-49 , 32.1-50 , 32.1-50.1			X
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X Code Link- 32.1-77 , 42 U.S.C 300 et seq., and 42 CFR Part 59		X	
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X Code Link- 32.1-77 , 42 U.S.C. 300 et seq., and 42 CFR Part 59\		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A (1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT ([32.1-11](#))

CHILD HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Children Specialty Services; diagnosis, treatment, follow-up, and parent teaching 32.1-77, 32.1-89 and 32.1-90 Code Links- 32.1-77 , 32.1-89 , 32.1-90			X
Screening for genetic traits and inborn errors of metabolism, and provision of dietary supplements Code Links- 32.1-65 , 32.1-67 , 32.1-68			X
Well child care up to age 18 Board of Health Code Link- 32.1-77			X
WIC: Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C. § 1786; 7 C.F.R. Part 26		X	
EPSDT: DMAS MOA Social Security Act section 1905(r) (5) Code Link- 32.1-11			X
Blood lead level testing Code Link- 32.1-46.1 , 32.1-46.2			X
Outreach, Patient and Community Health Education Code Link- 32.1-11 , 32.1-11.3 ,			X
Community Education Code Link- 32.1-11 , 32.1-23			X
Pre-school Physicals for school entry Code Link- 22.1-270			X
Services for Children with Special health care needs Title V, Social Security Act Code Link- 32.1-77			X
Child restraints in motor vehicles Code Link- 46.2-1095 , 46.2-1097			X
Baby Care, Child : DMAS MOA			X
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women, Title V, Social Security Act Code Link- 32.1-77		X	
Baby Care, Maternal : DMAS MOA		X	
WIC: Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C §1786 and 7CFR Part 26		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A (1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p>The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or VDH agreements with other state or federal agencies and VDH policies. Data regarding the below services shall be entered in, or exported to, the statewide environmental health database for all available data fields. Local health department staff shall be responsible for responding to all complaints, constituent responses, media inquiries, and Freedom of Information Act request related to the following services.</p>	
<p>Investigation of communicable diseases: Pursuant to §§ 32.1-35 and 32.1-39 of the Code of the Code of Virginia, the local health director and local staff are responsible for investigating any outbreak or unusual occurrence of a preventable disease that the Board of Health requires to be reported. Code Links-32.1-35, 32.1-39</p>	X
<p>Marinas: Pursuant to § 32.1-246 of the Code of Virginia, local health department staff are responsible for permitting marinas and other places where boats are moored and is responsible for inspecting them to ensure that their sanitary fixtures and sewage disposal facilities are in compliance with the Marina Regulations (12VAC5-570-10 et seq.) Code Link-32.1-246</p>	X
<p>Migrant labor camps: Pursuant to §§ 32.1-203-32.1-211 of the Code of Virginia, local health departments are responsible for issuing, denying, suspending and revoking permits to operate migrant labor camps. Local health departments also must inspect migrant labor camps and ensure that the construction, operation and maintenance of such camps are in compliance with the Rules and Regulations Governing Migrant Labor Camps (12VAC5-501-10 et seq.). Code Links-32.1 Chapter 6 Article 6</p>	X
<p>Milk: Pursuant to §§ 3.2-5206, 3.2-5208 of the Code of Virginia and the agency’s MOA with VDACS, the local health department is responsible for issuing, denying, suspending, and revoking permits for Grade “A” milk processing plants which offer milk and or milk products for sale in Virginia. Local health departments are also responsible for the inspection of Grade “A” milk plants for compliance with the Regulations Governing Grade “A” Milk (2VAC5-490-10). Code Links- 3.2-5206, 3.2-5208</p>	X
<p>Alternative discharging sewage systems: Pursuant to § 32.1-164(A) of the Code of Virginia, local health departments are responsible for issuing, denying and revoking construction and operation permits for alternative discharging systems serving individual family dwellings with flows less than or equal to 1,000 gallons per day on a monthly average. Local health departments are also required to conduct regular inspections of alternative discharging systems in order to ensure that their construction and operation are in compliance with the Alternative Discharging Sewage Treatment Regulations for Individual Family Dwellings (12VAC5-640-10 et seq.). Code Link-32.1-164</p>	X
<p>Onsite sewage systems: Pursuant to § 32.1-163 et seq. of the Code of Virginia, local health department staff is responsible for reviewing and processing site evaluations and designs of onsite sewage systems in accordance with applicable state regulations and may perform such evaluations and designs as allowed. Local health department staff is also responsible for issuing, denying and revoking construction and operation permits for conventional and alternative onsite sewage systems. Local health department staff are responsible for assuring that onsite sewage systems are inspected at time of construction for compliance with the Sewage Handling and Disposal Regulations (12VAC5-610-20 et seq.; “SHDR”) and the Alternative Onsite Sewage System Regulations (12VAC5-613-10 et seq.; “AOSS Regulations”); local health department staff may perform such inspections as required. Local health department staff is also responsible for assuring the performance, operation, and maintenance of onsite sewage systems are in compliance with the SHDR and AOSS Regulations. Code Link-32.1-163</p>	X
<p>Rabies: Pursuant to § 3.2-6500 et seq. of the Code of Virginia, the local health department is responsible for investigating complaints and reports of suspected rabid animals exposing a person, companion animal, or livestock to rabies. Code Link- 3.2-6500</p>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A (1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p>Restaurants/eating establishments: Pursuant to § 35.1-14 of the Code of Virginia, local health departments are responsible for issuing, denying, renewing, revoking, and suspending permits to operate food establishments. In addition, local health departments are required to conduct at least one annual inspection of each food establishment to ensure compliance with the requirements of the Food Regulations (12VAC5-421-10 et seq.). These regulations include requirements and standards for the safe preparation, handling, protection, and preservation of food; the sanitary maintenance and use of equipment and physical facilities; the safe and sanitary supply of water and disposal of waste and employee hygiene standards. Code Link- 35.1-14</p>	<p>X</p>
<p>Hotels/Motels: In accordance with § 35.1-13 of the Code of Virginia, local health department staff is responsible for issuing, denying, revoking, and suspending permits to operate hotels. The local health department is responsible for conducting inspections of hotels to ensure compliance with the Hotel Regulations (12VAC5-431-10 et seq.). These regulations include requirements and standards for physical plant sanitation; safe and sanitary housekeeping and maintenance practices; safe and sanitary water supply and sewage disposal and vector and pest control. Code Link-35.1-13</p>	<p>X</p>
<p>Wells: Pursuant to § 32.1-176.4, and the resulting authority provided by the Board, local health departments are responsible for issuing, denying and revoking construction permits and inspection statements for private wells. Local health departments are also responsible for inspecting private wells to ensure that their construction and location are in compliance with the Private Well Regulations. (12VAC5-630-10 et seq.) Code Link-32.1-176.4</p>	<p>X</p>
<p>Homes for adults: The local health department, at the request of the Department of Social Services (DSS), will inspect DSS-permitted homes for adults to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	<p>X</p>
<p>Juvenile Justice Institutions: Pursuant to § 35.1-23 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of juvenile justice institutions in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-35.1-23</p>	<p>X</p>
<p>Jail inspections: Pursuant to § 53.1-68 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of correction facilities in order to evaluate their kitchen facilities, general sanitation, and environmental health conditions. Code Link-53.1-68</p>	<p>X</p>
<p>Daycare centers: At the request of DSS will inspect DSS-permitted daycare centers to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	<p>X</p>
<p>Radon Pursuant to § 32.1-229, local health department may assist VDH Central Office with Radon testing and analysis. Code Link-32.1-229.</p>	<p>X</p>
<p>Summer camps/ Campgrounds: Pursuant to §§ 35.1-16 and 35.1-17 of the Code of Virginia and the corresponding regulations, local health departments are responsible for issuing, denying, and revoking permits to operate summer camps and campgrounds. The local health department is responsible for conducting inspections of summer camps and campgrounds not less than annually to ensure that their construction, operation, and maintenance are in compliance with the Regulations for Summer Camps (12VAC5-440-10 et seq.) and the Rules and Regulations Governing Campgrounds (12VAC5-450-10 et seq.). Code Links-35.1-16, 35.1-17</p>	<p>X</p>

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A (1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OTHER PUBLIC HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Pre-Admission Screenings (PAS) DMAS MOA Code Link- 32.1-330	X
Comprehensive Services Act Community Policy and Management Teams (CPMT) 2.2-5201-2.2-5211 Code Link- 2.2-5201 , 2.2-5211	X
Interagency Coordinating Council (Infants/Toddlers) Early Intervention Services Code Link- 2.2-5305 , 2.2-5306	X
Vital Records Code Link- 32.1-254 , 32.1-255 , 32.1-272	X
Immunizations for maternity and post-partum patients Code Link- 32.1-11 , 32.1-325 , 54.1-3408 .	X
AIDS Drug Assistance Program (ADAP) Code Link- 32.1-11 ,	X
Emergency Preparedness and Response Code Link- 32.1-42 , 32.1-43 et seq., 32.1-229 ,	X
HIV Counseling, Testing and Referral Code Link- 32.1-37.2	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A (1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All
Foreign Travel Immunizations			X
Other: PrEP, nPEP (Pre-exposure evaluation and prophylaxis/prescription to seronegative partners of HIV positive individuals to reduce risk of HIV transmission to negative partners; provide prescriptions for non-occupational post-exposure treatment for high risk for HIV exposures.			X (PreP, treatment of HCV infection)
Case investigation of reportable diseases diagnosed in regional jail.			X
Treatment of Hepatitis C Infection			X
CHILD HEALTH SERVICES			
Disabled disability Waiver Screenings DMAS MOA Code Link- 32.1-330 Other:			
Other			
School-based preventive dental services (assessment, prophylaxis, sealants and fluoride varnish administration provided by licensed dental hygienist under remote supervision of dentist; referral to community-based dentists; SDF application when remote supervising dentist signs off on use of SDF.			X
School-based immunization clinics including but not limited to influenza, Tdap, HPV vaccines.			X
School-based health promotion and education including but not limited to nutrition, physical activity, risk reduction behaviors related to but not limited to initiation of sexual activity, alcohol use, tobacco use and other drug use; encourage and facilitate physical activity, etc.			X
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Other:			

Provision of intensive case management for high-risk pregnant women and infants to age 2 in Baby Care (by RN assisted by outreach worker); provision of transportation to medical, WIC and other necessary appointments as a provider of last resort (by outreach worker primarily). Provides home safety instruction and supplies as available including but not limited to smoke detectors, pack, and play (to reduce co-sleeping), electrical outlet covers, child transportation restrains (car seats), etc.			X
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Nutrition Education			X
Preventive Health Services			X
Pre-Conception Health Care			X
Diagnosis, treatment, and referral for gynecological problems			X
Other:			
MEDICAL SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Other			
Community Education			X
Screening: SBIRT (screening, brief intervention, and referral to treatment) for alcohol and other substance use disorders.			X
Outreach			X
Pharmacy services-Alternate Drug Delivery Site for prescription medication pickup for TB treatment			X
Hypertension screening, referral, and counseling			X

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served
--

SPECIALTY CLINIC SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Colposcopy clinic and related services; Colposcopy with or without biopsy (including but not limited to endometrial, cervical, vaginal, vulvar and endocervical) with or without the use of telemedicine technology linked to University of Virginia for any/all of the aforementioned evaluations; management of patients who have been referred for and/or undergone colposcopy			X
Telemedicine clinics for various specialty care, as needed; linkage to UVA.			X
Clinics for the treatment of HCV infection			X
DENTAL HEALTH SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Preventive Clinic Services - Children			X
Community Education			X

RUSSELL COUNTY, VIRGINIA
OPERATIONAL MEDICAL DIRECTOR
CONTRACT FOR SERVICES

This Operational Medical Director Contract for Services ("Contract") s entered into this _____ day of _____, 2023, between the COUNTY OF RUSSELL, VIRGINIA (County), a political subdivision of the Commonwealth of Virginia, and _____, an EMS Physician licensed as such in the Commonwealth of Virginia (Contractor).

As a Condition of the Total Response Program the Contractor agrees to act as the Operational Medical Director for the Russell County EMS Dispatch Center commonly referred to as Russell County E-911 Dispatch. The Contractor has offered to volunteer services to act as the OMD in accordance with regulations set forth by the Commonwealth of Virginia Office of Emergency Medical Services.

Terms and Conditions

1. Now, therefore, in consideration of the foregoing terms and mutual promises, covenants, and conditions herein contained, the County of Russell and the Contractor hereby enter into this Contract subject to the terms and conditions stated herein.
2. Contractor agrees to provide services in full and complete accordance with the shown, noted, described, and reasonable implied requirements of the attached exhibit, which is hereby incorporated and made part of this Contract as if fully set out herein:
 - A. The Contractor has offered to volunteer services to act as Medical Direction in accordance with These standards must also be accepted by a currently endorsed EMS Physician (as defined in Virginia EMS Regulations; 12 VAC 5-31-1800 & 1810).
3. The term of this agreement is from December 01, 2023 through December 1, 2027. This contract will not automatically renew itself at the end of the term. A renewal must be affirmatively negotiated by the parties prior or at the end of the term hereof.
4. This agreement may be terminated by either party, with or without cause, after written notice is given by mail to the addresses noted herein, thirty (30) days prior to the termination date.
5. Total Cost \$0 - Volunteer Basis
6. The undersigned, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this contract; that this is made without connection with any other person or company or parties making a contract; and that it is in all respects fair and in good faith without collusion or fraud.
7. Entry into this contract shall not be deemed to create an employer-employee relationship, and the Contractor shall remain an independent contractor, subject to all applicable laws and regulations applicable thereto, including without limitation payment of income taxes.
8. County shall maintain professional liability insurance coverage for its Emergency Medical Dispatch Program. Contractor shall maintain all necessary certifications to serve as Operational Medical Director the County shall provide liability insurance coverage for the OMD as related to duties associated with the Emergency Medical Dispatch Program.

9. The County shall provide litigation services as covered by the Department of Risk Management regarding any potential lawsuits incurred as a result of providing OMD services for the Counties Emergency Medical Dispatch Program.
10. This Contract represents the entire understanding between the County and the Contractor in respect to the Emergency Medical Dispatch Program.
11. This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals pursuant to due authority, all as of the day and year first written above written.

Paul A. Phillips, D.O. EMS Physician

By: Paul A. Phillips, D.O. DATE: 11.22.23
 _____, D.O. EMS Physician

COUNTY OF RUSSELL, VIRGINIA

Approved by Russell County Administrator and Russell County Sheriff with supervision of the Russell County E-911 Dispatch Center.

_____, COUNTY ADMINISTRATOR, DATE: _____

[Signature], SHERIFF, DATE: 11-22-23

SCOPE OF OPERATIONAL MEDICAL DIRECTOR SERVICES

1. Contractor will provide services as Operational Medical Director (OMD) for the County of Russell's Sheriff's Office Medical Dispatch Program, in accordance with requirements set forth by the Virginia Department of Health, Office of Emergency Medical Services (OEMS) regulations, promulgated under Title 32.1, Chapter 5, Article 5 of the Code of Virginia (1950) as amended, and Virginia EMS Regulations; 12 VAC 5-31-590.
2. OMD responsibility shall include, without limitation, the following activities:
 - a. Provide OMD oversight for the Emergency Medical Dispatch (EMD) Program and Protocols.
 - b. Assist with quality assurance and improvement programs related to EMD
 - c. Assist with review and policy establishment of EMS Dispatch Standard Operating Procedures (SOP).
3. Pursuant to 12 VAC 5-31-590(A), EMD communications personnel may only provide emergency medical pre-arrival instructions and participate in associated training programs while acting under the authority of the OMD's license and within the scope of the County's authority in accordance with applicable regulations.
4. Recommending rules or regulations pertaining to proper delivery of EMD services by the agency.

Termination of Contract

1. Termination of this contract; in the event of the termination of this contract, the OMD shall comply with all requirements of law and regulation, including without limitation the requirements stated in VAC 5-31-590 that mandate action to be taken by the OMD. The County may immediately terminate the contract if the Contractor fails to meet eligibility criteria stated herein. This agreement may be terminated by either party, with or without cause, after written notice is given by the parties, thirty (30) days prior to the termination date.

Agreed upon by the parties herein this, the _____, day of _____, 2023, in the County of Russell, Virginia.

Paul A. Phillips, D.O.

, D.O., EMS Physician

[Signature]

, Sheriff, Russell County, Virginia

_____, County Administrator, Russell County, Virginia



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
2111 BONHAM ROAD
BRISTOL, VIRGINIA 24201-2002

Stephen C. Brich, P. E.
COMMISSIONER

Date: November 29, 2023

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

RE: Russell County Coal Haul Road Plan
Fiscal Year 24

Mr. Lester:

At the April 13th Russell County Coal Severance Tax Committee meeting the committee approved \$100,000 for work on Route 615. As you know, this route carries significant coal truck traffic. As has been noted in our previous monthly reports to the Board, we need the following information to proceed with the work:

- The Coal Haul Road plan including the Route 615 improvements.
- The approved Board of Supervisors resolution for the CST Plan and/or the approved Board of Supervisors resolution for the county budget, including the CST plan.

Please forward these documents to the Lebanon Residency at the earliest opportunity. Should you have any questions, please contact the Lebanon Residency.

Sincerely,

A handwritten signature in black ink that reads "Jeff G. Buchanan".

Jeff G. Buchanan
Assistant Resident Engineer

Russell County Virginia

“The Heart of Southwest Virginia”

Tim Lovelace
District 1

Carl Rhea
District 3

David Eaton
District 4

Lou Ann Wallace, Chairperson
District 2

Oris Christian, Vice-Chairman
At-Large

Steve Breeding
District 5

Rebecca Dye
District 6

Lonzo Lester
County Administrator

RESOLUTION

At a regularly scheduled meeting of the Russell County Board of Supervisors held on December 11, 2023, on a motion by _____, seconded by _____, the following resolution was adopted by a vote of ___ yeas and ___ nays, this board did hereby approve the Fiscal Year 2023-2024 Coal Road Plan;

WHEREAS, the Russell County Board of Supervisors desires to submit this application for an allocation of funds up to \$100,000 from the County’s Coal Severance Tax Fund (Fiscal Year 2023 – 2024) for road repairs on a coal haul road, and;

WHEREAS, \$100,000 of these funds will fund the Rte. 615 (Gravel Lick Road) repairs / improvements on segments between from Rte. 615 / Rte. 616 intersection to Rte. 615 / Rte. 621 intersection, and;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the Russell County, hereby commits to fund the work utilizing the County’s Coal Road Funds approved by the Coal Road Committee; and

BE IT FURTHER RESOLVED that the County Administrator is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

ADOPTED this 11th day of December 2023.

A COPY ATTEST

Lonzo Lester, County Administrator

**Russell County
Coal Road Plan
FY 2023/2024**

Russell County (083)

Description
Rte. 615 - GRAVEL LICK ROAD, WIDEN & RECONSTRUCT

Rte. 615 Rte. 615 / Rte. 616 Intersection to Rte. 615 / Rte. 621 Intersection

Previous	Budget	Projected	Total
0	\$100,000	\$100,000	\$100,000
Total Estimate:			\$100,000
Balance:			\$0

	PE	RW	CN
Estimate:	\$0	\$0	\$100,000

The Russell County Planning Commission requests that the Board of Supervisors review the attached survey. The survey or request was approved by the Russell County Planning Commission on **November 20, 2023**.

Review: RD Snead presented a plat (PC 1, Slide 455-H) for CL Dale Construction for review. He requested to have language that was added to the plat on January 3, 2018 be removed. The commission determined that this language cannot be enforced due to multiple parcels of land being served on this right of way before it meets the boundary of this property. Motion to recommend approval by the BOS was made by Charlie Edmonds, seconded by Jack Compton, motion passed. Oris Christian abstained from this vote.

Signed:

Russell County Planning Commission Vice Chairman



Date:

11/20/23

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THIS TRACT OF LAND IS SERVED BY A 50' RIGHT-OF-WAY AND IS NOT ELIGIBLE FOR PUBLIC FUNDED CONSTRUCTION OR MAINTENANCE RIGHT-OF-WAY CAN SERVE NO MORE THAN TWO (2) PARCELS OF LAND WITHIN THIS DEVELOPMENT.

REVIEWED AND APPROVED BY THE -
HARRIS COUNTY PLANNING COMMISSION
DATE: 12/11/18
[Signature]

(all as on filed survey)

LEONARD COMPANIES LTD.

LEONARD COMPANIES LTD.
101.48 AC±
TAX MAP 110R1 266A
DB. 687, PG. 216

C.L. DALE CONSTRUCTION SERVICES, LLC.
114.12 AC ± TOTAL
DB. 782, PG. 339

HESTER McFADDON
TAX MAP NO. 16R1 U57
DB. 84 PG. 57

1800005

Virginia
January 3, 2018
Clerk of Court
NOTE:
Clerk of Court
SOLICITOR

17.88 AC± TO BE CONVEYED TO
C.L. DALE CONSTRUCTION SERVICES, LLC.
BY THE HANSONVILLE, COMPANY, LLC.
THE TOTAL CONVEYED AC. OF THE PROPERTY
OF C.L. DALE CONSTRUCTION SERVICES, LLC.
IS 116.88 AC±.

GRAPHIC SCALE
1 inch = 300 ft.

PLAT SHOWING TRACTS OF THE
PROPERTY OF HANSONVILLE, COMPANY, LLC.
11.88 AC± TO BE CONVEYED TO C.L. DALE CONSTRUCTION SERVICES, LLC.
BEING A PORTION OF THAT CERTAIN LOT OR TRACT OF LAND LYING IN THE
LEONARD MAGISTERIAL DISTRICT OF YAMHONTOUN COUNTY, VA AND MORE
PARTICULARLY DESCRIBED IN DEED BOOK 887 PAGE 222.

TAX MAP NO. (SEE VARIOUS TRACTS)
SCALE 1" = 300'

ADDISON SURVEYORS
LAND SURVEYING LAND PLANNING
CONSTRUCTION SURVEYING
438 EAST MAIN STREET, ANDOVER, VA 22011
(703) 732-0700 FAX

NO.	REV.	DATE	BY	DESCRIPTION
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I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AS FILED IN THE OFFICE OF THE CLERK OF COURT FOR THE COUNTY OF YAMHONTOUN, VA AND MORE PARTICULARLY DESCRIBED IN DEED BOOK 887 PAGE 222.

L.K. ADDISON L.S., 1049



December 5, 2023

Mr. Lonzo Lester
County Administrator
Russell County, Virginia
137 Highland Drive, Suite A
Lebanon, Virginia 24266 -7145
(Via email)

Re: Dante ATV Route Letter Report
T&L Project #717837

Dear Mr. Lester:

Thank you for the opportunity to be considered for a letter report to support all-terrain vehicle traffic in the Dante Community of Russell County, Virginia.

Thompson & Litton, Inc (T&L) contacted the Virginia Department of Transportation (VDOT) and understands they require certain analysis be performed by a properly licensed professional engineer to support all-terrain vehicle traffic in the Dante Community of Russell County, Virginia.

T&L proposes to make a site visit, and consider crash data, land use, and traffic generators to perform its analysis and prepare the letter report needed by VDOT. Based on our interaction with VDOT, no other services or deliverables of the engineer are required.

To perform the described work, T&L proposes a lump sum fee of \$4,990 (FOUR THOUSAND NINE HUNDRED AND NINETY DOLLARS) and a 45-day schedule from execution of a signed contract.

If T&L's proposal is acceptable, we will prepare an agreement that captures what has been described in this proposal letter for signature. Do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,

Robert Cornett
Senior Project Manager

STANDARD PROVISIONS

1. Thompson & Litton Agrees:

- A. To perform professional services described in the Agreement, which include normal engineering and architectural engineering services and normal professional services incidental thereto.
- B. To consult with Client to determine his requirements and review available data.
- C. To advise Client as to the necessity of his providing or obtaining from others data or services of type not included in the services of Thompson & Litton.

2. The Client Agrees:

- A. To designate a person to act with authority on his behalf in respect to all aspects of the project, shall examine and respond promptly to Thompson & Litton's submissions, and shall give prompt written notice to Thompson & Litton whenever he observes or otherwise becomes aware of any defect in the project or in Thompson & Litton's services.
- B. To guarantee access to and make all provisions for Thompson & Litton to enter upon public and private property.
- C. To provide such legal, accounting, special consultants, independent cost estimates, and insurance counseling services as may be required and to furnish Thompson & Litton data by or services of others as necessary, of types not included in the services of Thompson & Litton, all of which Thompson & Litton may rely upon in performing his services.
- D. To provide full information regarding his requirements for the project and the services of Thompson & Litton.
- E. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Thompson & Litton and Thompson & Litton's officers, directors, employees, agents, or subconsultants, or any of them, to the total compensation received by Thompson & Litton under this Agreement, or the total amount of \$50,000, whichever is greater.
- F. That Thompson & Litton shall not be responsible for the acts or omissions of any contractor, and/or subcontractor, or any of the contractor(s)' agents, or employees or any other person except his own employees and agents with regard to the project or any of the work or management of the project.

3. Miscellaneous Provisions.

- A. Reuse of Documents and Electronic Files.
In accepting and utilizing any drawings or other data generated and provided by Thompson & Litton, including all documents on any form of electronic media, the Client covenants and agrees that all such drawings and data are instruments of service of Thompson & Litton, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The electronic files submitted by Thompson & Litton to the

Client are submitted for an acceptance period of 30 days. Any defects the Client discovers during this period will be reported to Thompson & Litton and will be corrected as part of Thompson & Litton's scope of services of this Agreement. Correction of defects detected and reported after the acceptance period are not part of the scope of services of this Agreement. The client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against Thompson & Litton resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than Thompson & Litton. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Thompson & Litton harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than Thompson & Litton or from any reuse of the drawings and data without the prior written consent of Thompson & Litton. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by Thompson & Litton, and Thompson & Litton makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

B. Opinion of Probable Construction Cost.

Since Thompson & Litton has no control over the cost of labor, materials, or equipment or over contractor(s), or operator(s), methods of determining prices, or over competitive bidding, management practices, or market conditions, his opinions of probable costs when provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Thompson & Litton cannot and does not guarantee that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared by him. If Client wishes greater assurance as to the construction costs, he shall employ an independent cost estimator. Thompson & Litton's services to modify the project to bring the cost within any limitation established by Client will be considered services beyond the scope of Agreement and paid for as such by the Client.

C. Late Payment.

1. If Client fails to make any payment due Thompson & Litton for services and expenses within sixty (60) days after receipt of Thompson & Litton's bill, thereafter, the amounts due Thompson & Litton shall include a charge at the rate established on Thompson & Litton's Schedule of Reimbursable Expenses from said sixtieth day; and in addition Thompson & Litton may after giving seven day's written notice to Client,

suspend services under this Agreement until Client has paid in-full all amounts due for services and expenses, including reasonable fees incurred with relation to collection therefore.

2. Client further agrees to authorize Thompson & Litton and our affiliates, as well as their affiliates which include debt collectors, to contact you at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to Client. Methods of contact include but are not limited to the use of pre-recorded voicemail messages, artificial voicemail messages, automatic telephone dialing systems, predictive telephone dialing systems, automated SMS text message reminders, and facsimile as applicable.

D. Dispute Resolution.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Thompson & Litton agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Thompson & Litton further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreement.

E. Arbitration.

In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, in accordance with Paragraph D. (Dispute Resolution), then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties and shall proceed in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above referenced rules.

F. Termination.

Either the Client or Thompson & Litton may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination, pay Thompson & Litton for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract. The Client shall reimburse Thompson & Litton for all expenses reasonably incurred by Thompson & Litton in connection with termination of this Agreement, including but not limited to demobilization,

reassignment of personnel, and space and equipment costs.

G. Successors and Assigns.

Client and Thompson & Litton each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement, neither Client nor Thompson & Litton shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client and Thompson & Litton.

H. Jobsite Safety.

Neither the professional activities of Thompson & Litton, nor the presence of Thompson & Litton or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Thompson & Litton and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Thompson & Litton and Thompson & Litton's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

I. Environmental and Health Hazards.

It is acknowledged by both parties that, unless otherwise specifically designated in this Agreement, Thompson & Litton's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Thompson & Litton or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Thompson & Litton's services, Thompson & Litton may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant

the jobsite is in full compliance with applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless Thompson & Litton, his or her officers, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, or costs, including reasonable attorney's fees and defense costs, resulting or accruing to any and all persons, firms, or any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the jobsite, whether liability arises under breach of contract or warrant, tort, including negligence, strict liability or statutory liability or any other cause of action.

- J. The financial arrangements set forth in this Agreement are agreed to on the basis of prompt payment of Thompson & Litton's bills and orderly and continuous progress of the project. If there are protracted delays for reasons beyond Thompson & Litton's control, Client and Thompson & Litton agree to renegotiate the basis of Thompson & Litton's compensation in order to take into consideration changes in price indices and pay scale applicable to the period when Thompson & Litton's services are in fact being rendered.
- K. This Agreement and these Standard Provisions represent the entire understanding between Client and Thompson & Litton in respect to the project and may only be modified in writing signed by both Client and Thompson & Litton.
- L. This Agreement is to be governed by the law of the principal place of business of Thompson & Litton.
- M. Special Services of Thompson & Litton are defined as any services not included in the scope of Thompson & Litton's services set forth in the Agreement. Such services, if desired and as requested by Client, shall be supplied by Thompson & Litton according to the guidelines set forth in the latest edition (current) of A.S.C.E. Manual 45. Unless otherwise specifically designated, scope of Thompson & Litton's services shall not include core borings, probings and subsurface investigations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, appropriate professional interpretation of all the foregoing, property descriptions, zoning and deed restrictions, or any other special services or consultations not covered in Paragraph A of the Agreement.
- N. If scope, which includes time, of the project or Thompson & Litton's work is changed materially, Thompson & Litton's compensation shall be subject to renegotiation.
- O. This Agreement is not intended to be for the benefit of any person or entity; and the parties hereto shall not be liable or responsible to any such nonparty by reason of

this Agreement or any acts or omissions arising out of this Agreement, or any breach thereof.

- P. Thompson & Litton agrees to comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, and their implementing regulations at 41 CFR Chapter 60-741.5(a) and 41 CFR Chapter 600-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability or protected veteran status and requires affirmative action by Thompson & Litton to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

October 5, 2023

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on October 5, 2023 at 5:30 P.M. at the Russell County Board of Supervisors Overflow Room.

MEMBERS

PRESENT: Richard Lockridge, Chairman
Tony Dodi, Vice Chairman
Carlton Elliott, Secretary
Harry Ferguson, Member
John Stamper, Member
Donnie Christian, Member
DeAnna Jackson, Member
Ron Blankenship, Member
Jarred Glass, Member

STAFF: Ernie McFaddin, Executive Director
Terry Kilgore, Attorney

GUESTS: David Eaton, Russell County Board of Supervisors
Steve Breeding, Russell County Board of Supervisors

The Chairman called the meeting to order at 5:30 P.M.

The secretary called the roll and recorded the roll call.

APPROVAL OF MINUTES

Upon motion made by Ron Blankenship second by DeAnna Jackson and duly approved by the Industrial Development Authority of Russell County, Virginia approving the minutes of the September 14, 2023 and the September 21, 2023 meetings and amending the Closed Session Motion to use project names.

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: None

FINANCIAL REPORT

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

approving the September 2023 financial reports and approve the payment of the invoices presented with the addition of a \$19.73 invoice to Hungate Business Services.

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: None

AMEND THE AGENDA

Upon motion made by John Stamper, second by Jarred Glass and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the agenda to be amended to go into closed session.

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: None

CLOSED SESSION

Upon motion made by Harry Ferguson, 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 (5) Project "Little Dipper", Project "King", Project "Blue Jay", Project "Whale", Project "Flex"

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: None

RECONVENE TO PUBLIC SESSION

Upon motion made by Tony Dodi, second by Ron Blankenship, 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, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None
Absent: 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	Carlton Elliott	Yes
Harry Ferguson	Yes	Tony Dodi	Yes
DeAnna Jackson	Yes	Donnie Christian	Yes
Jarred Glass	Yes	John Stamper	Yes
Ron Blankenship	Yes		

ATTORNEY'S REPORT

No Report

EXECUTIVE DIRECTOR'S REPORT

Project "King" needs a letter of support for their application to VCEDA for direct funding.

Upon motion made by Donnie Christian, second by Jarred Glass and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director to submit a letter of support to VCEDA for a CJIP application in reference to Project "King". The Executive Director, Chairman and Secretary are authorized to sign all documents relating to this application.

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: None

The purchase option of the Moss 3 Property has been withdrawn. The next step with the property is to complete a due diligence report to move the property from a tier 3 to a tier 4 industrial site.

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

authorizing the Executive Director to apply for grant funding from the Tobacco Commission and VEDP to complete a due diligence report on the Moss 3 property. The Executive Director, Chairman and Secretary are authorized to sign all documents relating to this request.

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: None

The sealed offer from Mr. Newberry for the Joe Gillespie Drive lot was opened. Mr. Newberry's offer was for \$25,000.00.

CLOSED SESSION

Upon motion made by John Stamper, 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 for the Project "King", AT&T property, Industrial Park property (5) Prospective Business for Project "King", Project "Little Dipper", Project "Blue Jay", Project "Whale", Project "Flex" (7) & (8) Legal for Project "Blue Jay", Project "King"

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: None

RECONVENE TO PUBLIC SESSION

Upon motion made by Donnie Christian, second by Harry Ferguson, 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, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: 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	Carlton Elliott	Yes
Harry Ferguson	Yes	Tony Dodi	Yes
DeAnna Jackson	Yes	Donnie Christian	Yes
Jarred Glass	Yes	John Stamper	Yes
Ron Blankenship	Yes		

MOTIONS FROM CLOSED SESSION

Upon motion made by Donnie Christian, second by Harry Ferguson and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director to procure and hire an auction firm to liquidate the contents of the property located at 219 Joe Gillespie Drive Lebanon, VA. The Executive Director, Chairman, and Secretary are authorized to sign all documents relating to this project.

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: None

ADJOURNMENT

Upon motion made by Donnie Christian, second by DeAnna Jackson, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 7:59 PM.

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: 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 21st day of November 2023 at 6:00 PM.

1. The following members were present, constituting a quorum (4):
Cuba Porter, Chairman;
Stephen Perkins, Treasurer;
Clifford Hess;
Joe Huff;
Thomas Tignor;
Harry Ferguson; and
Rhonda Lester, Secretary.
2. Also present:
Tracy Puckett, RCPSA Director;
Katie Patton, Legal Counsel;
Robbie Cornett, T&L Engineering; and
Jon Broskey, The Lane Group
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 opened the meeting with a tribute to our former employee Gary Pauley followed with the Pledge of Allegiance and prayer.
6. Motion to approve the agenda made by Clifford Hess seconded by Thomas Tignor, and unanimously adopted.
7. Minutes of the meeting dated October 24, 2023 were reviewed and motion to approve as read made by Joe Huff seconded by Harry Ferguson, and unanimously adopted.
8. Public Comments: None
9. Rhonda Lester presented to the meeting:
 - Account Balances Reports
 - Operating Profit & Loss Report
 - Construction Profit & Loss Report
 - Construction Project Open Receivables
 - Accounts Receivable Aging

Motion to adopt financial reports as presented made by Clifford Hess, seconded by Stephen Perkins and unanimously adopted.

10. Rhonda Lester presented to the meeting Water Loss Reports.
11. Tracy Puckett presented to the meeting Director's Report updates from October 24, 2023 to date. (attached)
12. Robbie Cornett with T&L Engineering presented to the meeting Construction Projects Update Report
13. Old Business to Discuss: None
14. New Business to Discuss:
 - 1) Motion to approve the Wise County Public Services Authority, Town of St Paul, and Russell County Public Service Authority Regional Water System Interconnection Resolution made by Clifford Hess, seconded by Joe Huff, and unanimously adopted.
 - 2) Motion to approve the FY 23 Financial Audit made by Clifford Hess seconded by Harry Ferguson, and unanimously adopted.
 - 3) Motion to approve employee bonuses in the amount of \$750.00 after tax deduction made by Joe Huff, seconded by Clifford Hess, and unanimously adopted.
15. Motion to go into executive session pursuant to VA code 2.2-3711 (A) (7) (8) consultation with legal counsel pertaining to:
 - 1) Civil Action No. CL 22-653 Crossroads Engineering, LLC v. The Russell County Public Service Authority
 - 2) Customer Complaint/Customer Demand Lettermade by Thomas Tignor seconded by Clifford Hess and duly approved by the Board of Directors
16. Motion made by Clifford Hess, seconded by Thomas Tignor 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.: Absent

Clifford Hess: Yes

Joe Huff: Yes

Stephen Perkins: Yes

Thomas Tignor: Yes

Harry Ferguson: Yes

Yes: 6

No: 0

Absent: 1

By a majority vote, motion to return to regular session was approved.

17. Matters presented by the Board: None

18. There being no further business to come before the meeting, a motion to adjourn at 7:40 PM was made by Clifford Hess seconded by Stephen Perkins and adopted.

The next meeting is scheduled for December 19, 2023 at 6:00 PM.

Dated in the Commonwealth of Virginia on
the 21st day of November 2023.

Rhonda Lester

(Signature)

Secretary Name: Rhonda Lester



RCPSA Board Members,

The items listed below provide a brief description of work performed in all departments of the PSA.

1. **Belfast Phase III:** Currently, three sections of the pressure testing have now met criteria. We are continuing to pressure test on the remaining portions of the system with Bac T samples to be collected. We are in hopes of having all customers connected on this system in the month of December.
2. **House & Barn Mountain Project:** RCPSA recently received a funding offer on this project. As proposed by the Virginia Department of Health, the project will not cash flow. Thompson & Litton is currently engaging with the Virginia Department of Health about terms and conditions that would enable the project to cash flow. Thompson & Litton was asked to complete one of two \$100,000 applications to the Cumberland Plateau Planning District Commission for the additional \$200,000 in funds needed for the project. This was completed and submitted on August 17, 2023, but denied. For the project to have adequate funding, we will need to reapply to the Cumberland Plateau Planning District Commission in 2024 and receive the funding.
3. **Sandy Ridge Project:** Engineers are working on the PER (Preliminary Engineering Report).
4. **Town of Lebanon Water Rates:** I have not received notice of the formula request.

5. **Dante Sewer:** As I reported last month, I have asked Thompson & Litton to update its construction cost estimate and apply for the estimated cost overrun. This resulted in an increase of approximately \$1 million dollars. A request for this amount has been made to the Department of Housing and Community Development and they requested an updated Use and Income Analysis that has recently been submitted.
6. **Straight Hollow Waterline Replacement Project:** Currently, we have a tentative date for bidding this project by November 2023.
7. **Chiggersville Sewer:** Mr. Lester stated that he has recently met with the Senators staff and should no more on this project soon._
8. **Old Castlewood Galvanized Replacement Project:** These type projects will fall under the Engineering study for replacements.
9. **Copper Ridge/Green Valley Extension/Corn Valley Projects:** After meeting with Wise County PSA and the Town of St Paul it appears their can be some negotiations. WCPSA has passed a resolution that Jon Broskey and I will discuss with the board at the meeting. Please reference the attached resolution with your Board Packets.
10. **Nashes Ford Project:** After reviewing the funding term, I have had some concerns about cash flowing this project. We are currently in negotiations with the Virginia Department of Health for additional grant funding. This project is definitely in reach, and I will further discuss the plan for moving forward at the meeting.
11. **Lead & Copper Data:** During recent conversations with the Virginia Department of Health, it appears that the Russell County Public Service Authority is eligible for an all-expense paid lead service line inventory from the Virginia Department of Health consultant, TruPani.
12. Since the recent repairs in the Hanging Rock system, we have spent a considerable amount of time working on multiple issues we have been experiencing with reading some of the customer meters. The office staff along with the maintenance crews have worked to make repairs. The maintenance crews replaced several transducers, cords, and field programmed meters that were functioning improperly. This effort reduced the re-reads significantly. It appears we only had a couple dozen re-reads in comparison to recent months which resulted in well over a couple hundred.

Office/Clerical:

1. The FY23 Audit has been completed and a digital copy has been turned over to the County Administrator.

Water/Wastewater Plant Operations and Maintenance:

1. Replaced 1 Residential Sewer Grinder Unit in Dante.
2. Continue to winterize and install new heaters in several of the pump stations.
3. Continuing construction on Boat Launch for the County in Cleveland which should be wrapped up soon.
4. Currently working on transducers at Westview Pump Station.
5. We have experienced a significant decrease in water production during this drought season. With the system repairs and RCPSA water being produced we are currently only purchasing approximately 35 gallons per minute from St Paul. The repairs have greatly impacted the amount we would have normally purchased. This time last year we were purchasing around a 100 gallons per minute.

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...
- **Asphalt/Stone Repair: Leak and Construction areas.**
- **Water Taps (new connections): 4 Castlewood, Hansonville & Belfast**
- **Sewer Taps/Flushing/Repairs:**
- **Leak Detection: In all systems**
- **Valve/Valve Box Repairs:**
- **Line Setter Repairs/Replacement:**
- **Repaired/Replaced PRV's:**
- **Transducer Replaced:**
- **Fire Hydrants: Routine testing and maintenance.**

Water Line Repairs:

7- 3/4" Service Lines: Swords Creek, Belfast, Castlewood, Dante

0 - 1" Service Line:
0 - 2" Water Main:
1 - 4" Water Main:
0 - 6" Water Main:
1 - 8" Water Main: Castlewood
0 - 12" Water Main:

Total Leaks Repaired.....9

Tracy Puckett



RCPSA Interim Director

Shiloh Lyttle, DMO
Tourism Coordinator
Office Phone: (276)344-8504
Cell Phone: (276)880-5728
Email: shiloh.lyttle@russellcountyva.us



VAI Governor's Summit – Richmond, Virginia

I attended the VAI Tourism Governor's Summit in Richmond, Virginia, this year from Sunday, November 12th, to Tuesday, November 14th, where I had the chance to network with other professionals in the field.

All Trails Partnership

After a meeting with the HOA, they provided me with a connection to All Trails. All Trails is an app that is often used by hikers to share their experiences, map their hikes, and find new hikes. They have recently started a partnership program that is free of charge for DMOs to gather information on the hikes/motorized trails/scenic drives/horseback riding/etc. that are provided within your destination. After a meeting with one of their representatives, I was able to discuss what that program would look like for us and negotiate a deal of cross-partnership. They will be providing me with the login information and data that I request, and they will be providing us with tools to be used on our website to better help our website development including interactive maps, links, etc.

Adventure Guide – ARPA

I met with Amber Amburgey, and we discussed how the development of the Adventure Guide will proceed. The layout of the guide and content has gone through the first round of drafting and editing the layout. Amber will be reviewing this content, and we will then run through it again to ensure we have included everything. We will then send the draft to the editors, once completed, and finalized it will then be sent off to the printers.

Agritourism Meeting – November 16th

On November 16th, 2023, at 5:30 PM at Pat's Kountry Dinner

The kickoff Agritourism Subcommittee meeting for 2023 was a triumph! A diverse gathering of over 15 individuals, each representing various businesses in or aspiring to be part of Russell County's vibrant landscape. This event served as a splendid occasion for local Agritourism entrepreneurs to forge connections and gain insights into the symbiotic relationship between Agriculture and Tourism within our county and state. The meeting welcomed a wave of fresh faces, with nearly all new attendees. Impressively, a significant number of individuals not only joined the Agritourism Subcommittee but also expressed interest in participating in other subcommittees.

Shiloh Lyttle, DMO
Tourism Coordinator
Office Phone: (276)344-8504
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Meeting Highlights

Century Farms – Getting your farm listed if qualifies/applications/and interactive map

Agritourism Liability Insurance – Understanding the importance of including specific items in your policy to ensure your business's coverage.

Promotion of Local Agriculture – Sharing the partnership of Russell County Tourism Department with the promotion and marketing of our agritourism businesses in the county.

Farm Tours – Learning information from our community if they are interested in offering farm tours or that is a possibility in the future. And what kind of tours they would offer, as well as how the county could help in their future/hopefully business endeavors.

Subcommittee Application/ Farm Use Tags/ and Networking Opportunities

VTC Grants Opening Early 2024

Virginia Special Events and Festivals Program

Who is eligible: Virginia-based special events and festivals for marketing and production of special events and festivals.

The impact of special events and/or festivals must show a positive and significant impact on tourism.

Opens: Early 2024

How: Online application portal; Requires at least 50% cash or in-kind match

Virginia DMO Marketing Grants

Who is eligible: Official Virginia DMOs for marketing expenses that show a positive and significant impact on tourism

Opens: Early 2024

How: Online application portal; Requires at least 50% cash or in-kind match

(VTC) Marketing Leverage Program

Shiloh Lyttle, DMO
Tourism Coordinator
Office Phone: (276)344-8504
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Reimbursable grant program to leverage existing marketing funds. Requires a research-based and measurable marketing plan

Requires documented marketing match

Who is eligible: Virginia travel industry partners including small businesses, DMOs, private sector attractions, accommodations, and events.

Opens: Early 2024

How: Online application portal

Blue Ridge Outdoors - \$500

Instagram Story BOGO

December and January Instagram Story – Blue Ridge Outdoors Instagram Stories (only up and active for 24hrs) average impressions are from 1500-2000 of the targeted audience in the outdoor recreation field within our average demographic for Russell County. This timeframe is also around the time folks will be planning spring vacations, and even into the summer vacation timeframe. This is a trial run to see how this will impact the website/social media page drive.

Social Media & Webpage

Facebook Data/Overview

People Reached – 58,430

Post Engagements – 6,183

Page Likes - 40

Page Followers – 75

Webpage

Engagement

Site Sessions - 272

Unique Visitors – 229

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Traffic Sources

Virginia.org – 170

Direct – 43

State Visitation: Our current largest out-of-state visitation and engagement is with Tennessee in Nashville. We are also seeing engagements on our website from Canada, North Carolina, and Georgia within the past month.

The main reason we consider visitor engagement with our website is because it shows us where are the main areas, where we need to focus our social media ads, and who are audiences we are drawing into our county. This is because when most visitors engage with a locality's website, they are truly interested in that location, and therefore more likely to visit.

Russell County Planning Commission

October 16, 2023

The Russell County Planning Commission met on Monday, October 16, 2023 in the conference room of the Board of Supervisors at the Russell County Government Center, 131 Highland Drive, Lebanon VA.

Members Present

Oris Christian

Charlie Edmonds

John Mason

Ernie McFaddin

Jack Compton

Mark Mitchell

Members Absent

Philip Addington

Keith Ray

Others Present

Kevin Tiller Esq.

Chairman Mark Mitchell called the meeting to order at 6:30 p.m.

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by, Charlie Edmonds seconded by Oris Christian, motion passed unanimously.

September 18, 2023, Meeting minutes approved as amended. Motion by Jack Compton, seconded by Oris Christian, motion passed unanimously.

New Business

Tom Bundy boundary survey was reviewed and approved

Review of Plats

Plats for the months of September and October were reviewed. Transactions dated September 19, 2023 through October 16, 2023.

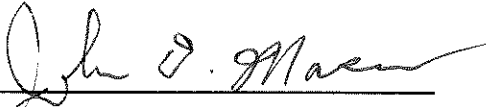
All other plats were approved as presented

Other Business

Oris Christian asked about the process to subdivide property located on Rt 71. The requirements to divide the property were shared by Mr. Mitchell and Mr. Tiller.

Secretary Ernie McFaddin updated the board on IDA projects.

Meeting adjourned. Motion by Charlie Edmonds, seconded by, Oris Christian the motion passed unanimously.



John Mason, Vice Chairman

Attest:



Ernie McFaddin, Secretary

RUSSELL COUNTY PLANNING COMMISSION

SEPTEMBER 19, 2023- OCTOBER 16, 2023

- 1. David C Price 13.85 AC & 9.43 AC Single Division
Church Hill RD**
- 2. CF Highlands to Russell County 4.456 AC Dante RD**
- 3. William Daniel Alexander 2.09 AC added to .62 AC
New acreage 2.71 AC Boundary Line Adjustment Big
Cedar Creek RD**
- 4. Jordan Hess & Kaitlin Hess .46 AC Boundary Survey
Cox Town RD**
- 5. James Dennis Morris (Combined 5 parcels) New
acreage 150.762 AC Gravel Lick RD**
- 6. Brent & Sydney Rasnake .41 AC Boundary Survey
Ivy Ridge RD**

RUSSELL COUNTY CONFERENCE CENTER

November 1, 2023

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

Date	Event	Event Type	Space
11/01/23	Election Office Training Diana Shorter	Individual Event	Full \$0
11/02/23	Toy for Tots Bingo Becky Robinette	Community Event	Full \$125
11/03/23	Hess Wedding Martha Steele	Individual Event	Full \$125
11/04/23	Hess Wedding Martha Steele	Individual Event	Full \$315
11/05/23	Baby Shower Hope Stevens	Individual Event	Full \$125
11/06/23	Town Hall Land Fill Meeting Jennifer Chumbley	Community Event	Full \$135

Date	Event	Event Type	Space
11/07/23	Russell County Republican Party Andrew Hensley	Community Event	Full \$135
11/08/23	DMME Training Megan Stugill	Individual Event	Full \$135
11/09/23	SOS Signs of Strangulation Training Judge Martha Ketron	Individual Event	Full \$135
11/11/23	Watson Celebration Kim Watson	Community Event	Full \$25
11/12/23	Birthday Party Jacob Musick	Individual Event	Full \$135
11/13/23	Fund Raiser Bingo John Arrington	Community Event	Full \$135
11/14/23	Russell County Family Health EXPO Amy Compton	Community Event	Full \$0
11/17/23	Russell County Chamber of Commerce Christmas Bazaar Angie Carpenter	Community Event	Full \$0

Date	Event	Event Type	Space
11/18/23	Russell County Chamber of Commerce Christmas Bazaar Angie Carpenter	Community Event	Full \$0
11/19/23	Russell County Chamber of Commerce Christmas Bazaar Angie Carpenter	Community Event	Full \$0
11/20/23	4-H Achievement Night 2023 Ashley Clark	Individual Event	Full \$0
11/25/23	Birthday Party Sky Van Dyke	Individual Event	Full \$125
11/26/23	Renovation Church of Crist Thanksgiving Dinner	Individual Event	Full \$125

- \$800.00

Final Total = \$ 1,775.00

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT BONANZA RESTAURANT IN LEBANON VIRGINIA ON NOVEMBER 14TH 2023. 6 PM

MEMBERS & GUEST PRESENT

GARY DOTSON EUGENE FERGUSON HENRY STINSON LINDA CROSS
TIM LOVELACE MIKE OQUINN HENRY KINCER CARL RHEA

GUARD RAILS CONTRACTOR BEHIND IN BRISTOL AREA

- 1-GUARD RAILS REPLACED AS DAMAGED
- 2-DANTE ROANOKE HILL NEAR THE TOP FOR APPROXIMATELY 150 FEET NEEDS NEW GUARD RAIL REPLACED VERY RUSTY AND LOW TO THE GROUND
- 3-RT. 58 W AT QUARRY ROAD GUARD RAIL EXTENSIVE DAMAGE
- 4-RT RT 58 W/683 MEMORIAL DRIVE SIGN POST DAMAGED AT THE INTERSECTION NEEDS NEW POST FROM THE GROUND UP PLUS THE MEMORIAL SIGN IS BENT WITH BOLTS MISSING
- 5-RT 58 WEST MILE MARKER 68.8 ACROSS FROM HONAKER CHURCH GUARD RAIL DAMAGED
- 6-RT 19 N AT VALERO CROSS OVER END OF GUARD RAIL DAMAGED

ALL GUARD RAILS HAVE BEEN REVIEWED AND TURNED IN

SHOULDER REPAIR AND POT HOLE

- 1-RT 615 GRAVEL LICK BETWEEN GOLF ENTRANCE AND THE OLD TRASH DUMP ROAD SINKING WILL PATCH WHEN ASPHALT IS AVAILABLE
- 2-RT 903 ROSEDALE SUBDIVISION BIG POT HOLE AT THE ENTERANCE
- 3-RT 645 JESSEE'S MILL ROAD ½ MILE FROM ROUTE 82 RUFF ROAD
- 4-RT 19/80 NORTH BOUND ROAD HAS A LARGE DIP AT THE TURN OFF
- 5-RT 615 FIRST HOUSE ON DINSMORE HILL PAST GOLF COURSE BOTH SIDES OF ROAD WASHED OUT
- 6-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
- 7-RT 661 ARTRIP ROAD NEAR JOE DOTSON'S ROAD IS BADLY RIPPLED FOR APPROXIMATELY 500 YARDS
- 8-RT 19 SOUTH LARGE POT HOLE AT THE ENTERENCE TO VIRGINIA HILLBILLY
- 9-RT 67 DYE HILL A 40 FEET SECTION OF ROAD SINKING. WILL OVERLAY
- 10-RT 661 CLEVELAND ARTRIP BRIDGE GUARD RAIL BEING WASHED OUT NEAR CAMPBELL KISER ESTIMATE SUBMITTED
- 11-RT 627 LOWER BEARWALLOW NEEDS A SPEED LIMIT SIGN INSTALLED
- 12-RT 19 NORTH NEAR SOULS HARBOR CHURCH ROAD SINKING. WILL MILL AND RESURFACE
- 13-RT 614 AT THE BLUFF NEEDS DEFLECTORS ROAD OFTEN FOGGY OR ICY
- 14-RT 82 CLEVELAND ROAD NEEDS REFELECTOR ON DOWN THE MOUNTAIN GUARD RAILS

SCHOOL BUS SAFETY AND OTHER CONCERNS

- 1- RT 611 JOHNSON SETTLEMENT REQUEST SPEED LIMIT SIGNS COUNTY NEEDS TO REQUEST A STUDY
- 2- BRUSH ON SEVERAL SECONDARY ROADS HITTING SIDE AND TOP OF SCHOOL BUSES
- 3- RT 654/657 NEEDS A SPEED LIMIT STUDY BECAUSE THE SPEED LIMIT OF 25 MILE PER HOUR IS LESS THAN THE 35 MILE PER HOUR ON THE TOWN ENTERANCE
- 4- RT 58 EAST NEAR MILE MARKER 62.6 IN THE CUT THROUGH TWO DEAD TREE HANGING ON THE HIGHWALL SUBMITTED TO ROADSIDE
- 5- RT 67/637 GARDENER ROAD SWORDS CREEK A CHURCH SIGN AT GARDENER FULL GOSPEL CHURCH NEEDS TO BE RELOCATED WHICH BLOCKS VISIBILITY FOR LARGER VEHICLES. POSSIBLY ON RIGHT OF WAY
- 6- RT 67 SWORDS CREEK SCHOOL WATER FLOODS PARKING LOT. A POSSIBLE FIX WOULD BE A DRAIN PIPE DIRECTING WATER TO THE CREEK
- 7- RT 645 JESSEE'S MILL ROAD NEEDS BRUSH CUT ALL THE WAY THROUGH
- 8- RT 19/80 INTERSECTION TIGER PAWS TO BE REINSTALLED
- 9- RT 683/ TROUT POND INTERSECTION SECOND PIPE ON TROUT POND THE ENTERANCE OF THE PIPE NEEDS TO BE CLEANED

ITEMS REPORTED CORRECTED

- 1-RT 651 ROMAN RIDGE AND NEW GARDEN WEEDS HAVE BEEN CUT
- 2-RT 71 NORTH NEAR JESSE'S MILL PAVEMENT HAS BEEN PATCHED
- 3-RT 67 NEAR E. DILLION BERM HAS BEEN REMOVED FROM THE ROAD
- 4-THACKER BRANCH WASHOUTS REPAIRED

FUTURE SUGGESTED MAJOR SAFETY PROJECTS

- 1-ARTRIP RD. ½ MILE FROM CLEVELAND BRIDGE BANK NEEDS TO BE TAKEN OFF TO WIDEN ROADWAY. **WILL REVIEW WITH RESIDENCY TWO DIFFERENT PROPERTY OWNERS**
- 2-RT 667 CENTURY FARM RD. FIRST INTERSECTION NEEDS TO BE WIDENED HAVE HAD SEVERAL WRECKS POSSIBLE REVENUE SHARING PROJECT
- 3-RT 651 HUBBARD TOWN ROAD INTERSECTION ONTO NEW GARDEN ROAD NEEDS TO BE WIDENED A BLIND SPOT IN THE CURVE. TWO CRASHES IN THE LAST TWO YEARS POSSIBLY SCALE BACK THE BANK
- 4-RT 684 CHESTNUT RIDGE CIRCLE OFF ROUTE 65 ROAD NEEDS TO BE WIDENED ESPECIALLY ON THE LOWER END UP TO THE CHURCH POSSIBLE SOLUTION IS TO FIX TURN OUTS FOR LINE OF SITE
- 5- ALL COUNTY ROADS NEEDS LINE PAINTED ON EDGES

UNDERLINED AND BOLD COMMENTS FROM HENRY KINCER

COMMISIOM MEMBER INFROMATION

BARBARA COX	971 1502	JOHNNY JESSEE	701 6780
LINDA CROSS	794 7618	TIM LOVELACE	971 0367
GARY DOTSON	7 62 9803	MIKE O'QUINN	701 7086
CARL RHEA	254 3810	HENRY STINSON	873 4905
HENRY KINCER	889 7601	BILL WATSON	794 1021
EUGENE FERGUSON	376 254 1631		

NEXT MEETING WILL BE DECEMBER 12TH 2023 WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICAPTION

SAFETY IS A COMMITMENT!!!!!!!!!!!!!! PREPARED BY GARY DOTSON

Shiloh Lyttle, DMO
Tourism Coordinator
Office Phone: (276)344-8504
Cell Phone: (276)880-5728
Email: shiloh.lyttle@russellcountyva.us



Russell County Tourism BOS Report November 2023

Upcoming Events

- November 4th: Chili Chili Bang Bang – St. Paul
- November 18th: Holiday Bazaar
- November 18th: Holiday Market/Santa Train (St. Paul & Dante)
- November 20th: Honaker Christmas Parade
- November 25th: Shop Small Saturday
- December 1st: Castlewood's Christmas Tree Lighting
- December 2nd: St. Paul Christmas Parade
- December 4th: Lebanon Christmas Parade
- December 5th: Cleveland Christmas Parade
- December 9th: Dante Christmas Parade
- December 9th: Christmas Bike Night

Youth Presentations

As a part of the youth subcommittee, Shiloh, in partnership with the Park Manager Scott Bowen from the Clinch River State Park, went to Castlewood High School's Afterschool Program to present to a group of enthusiastic young adults about the impact and importance of tourism, as well as tourism assets that are available to them on November 1st, 2023.

Arty Lee Campground

The Arty Lee Campground and Dante Coal Heritage ATV Trail, along with the Dante Miners Non-Motorized Trail, had its grand opening on Monday, October 30th, 2023, at 10:30 AM. This moment marked the culmination of a dedicated journey, and we extend heartfelt thanks to our esteemed board members and partners who have played a pivotal role in bringing this project to fruition.

Reservations for the Arty Lee Campground can soon be conveniently made online through the website, which is currently undergoing final touches for a seamless and user-friendly experience.



RUSSELL COUNTY BUILDING
 DEPARTMENT 137 HIGHLAND DR. SUITE D
 LEBANON, VA 24266
 Telephone: 276-889-8012
 Fax 276-889-8009

Building Official Report

Josh Stinson—Building Official

BUILDING PERMITS

BUILDING PERMITS --11/01/2023-11/27/2023	ACTIVE --34	TOTAL --34
INSPECTIONS-- 11/01/2023-11/27/2023	PENDING--0	TOTAL--44

DILAPIDATED STRUCTURES

Address	Property Owner	Tax Map I.D	Comments
16483 Second St. St. Paul	Donna Glover	157 LIE 2965	10/5/2022: Recv'd notification from Town of St. Paul via County Administrator 10/24/2022: observation by Building Official- recommendation of demolition of building 10/27/2022: report submitted to County Administrator 11/17/2023: Re-evaluation of property by RC Building Inspector, Inspection Report sent to County Administrator, Certified Notice sent to property owner, Public Notification in The Lebanon News, to run 2 consecutive weeks Beginning Nov. 29, 2023

GLOVIER PROJECT STATUS: FINAL NOTICE



RUSSELL COUNTY BUILDING
 DEPARTMENT 137 HIGHLAND DR. SUITE D
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Building Official Report

219 Timber Scent Rd	Laforest Leslie	160RII2521	12/16/2022: Complaint recv'd. 12/19/2022: Observation by Building Official, property accessible, some windows are removed/busted Significant amount of trash left in the areas around home Report submitted to County Administrator 11/21/2023: Building Official re-evaluated, building was not secured and access is not limited to the public. Certified Notice to Comply Letter to be sent to the property owner. Follow up inspection to be conducted in December
LAFORREST LESLIE PROJECT STATUS: NOTICE TO COMPLY ISSUED			
518 Memorial Dr. Castlewood, VA 24224	George Frank Wohlford III P.O. Box 429 Castlewood, VA 24224	156 RE 3196	1/10/2023: complaint received 9/12/2023: Per Building Official, all structures secured 11/20/2023: Letter of Compliance sent to property owner
WOHLFORD PROJECT STATUS: COMPLIANT/CLOSING			



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Building Official Report

136 Valley Cir. Castlewood, VA	Bradford S. Shuler	156 RIEE 3018	1/10/2023: complaint received 9/12/2023: Per Building Official, all structures secured 11/20/2023: Letter of Compliance sent to property owner
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SHULER PROJECT STATUS: COMPLIANT/CLOSING

8 Ridge St.	Kenneth McInturff/ Bradley Patton	156 RIEE3029	1/10/2023: complaint received 9/12/2023: Per Building Official, all structures secured 11/20/2023: Building Office personnel confirmed owner, site was reported to Dilapidated and Litter Dept. site appears to be litter.
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MCINTURFF/PATTON PROJECT STATUS: COMPLIANT/CLOSING

291 Memorial Dr. Phillips	Henry and Patricia Phillips	156 RIJ 3212	1/10/2023: complaint received 9/12/2023: Per Building Official, single wide with busted windows in weeds 11/17/2023: Building Official to follow-up and re-evaluate property for compliance 11/21/2023: Building Official re-evaluated, Notice to Comply to be sent to the property owner.
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291 MEMORIAL DR. PROJECT STATUS: NOTICE TO COMPLY ISSUED

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RUSSELL COUNTY BUILDING
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Building Official Report

4982 Mew Rd	James Ratliff	156 LIA 336	<p>1/10/2023: complaint received</p> <p>11/17/2023: Building Official to follow-up and re-evaluate property for compliance</p> <p>11/21/2023: Property re-evaluated- site was reported to Litter Dept. also, site does appear to be under Litter Ordinance</p>
RATLIFF PROJECT STATUS: CLOSING			
173 Straight Hollow Rd	Fred/Sharon Rife	160RJG2453	<p>4/6/23 Catherine Pratt submitted complaint, per phone,</p> <p>9/12/2023: Inspected site again, no further demolition , tried to contact owner,</p> <p>11/17/2023: Re-evaluation of property by RC Building Inspector, Inspection Report sent to County Administrator, Certified Notice sent to property owner, Public Notification in The Lebanon News, to run 2 consecutive weeks beginning Nov. 29, 2023.</p>
RIFE PROJECT STATUS: ON/GOING—FINAL NOTICE			
5737 Redbud Hwy Honaker, VA	Rasnake Carl Allen Or Marsha K	76R294	<p>5/31/2023: submitted by Litter Officer Brooks, possible Dilapidated 9/12/2023: busted window on southwest side of property. Outside of property structurally sound and intact. Supposed fire should be checked by fire marshal</p> <p>11/17/2023: Building Official to follow-up and re-evaluate property for compliance</p> <p>11/21/2023: Building Official, follow-up observation, property is secure and considered compliant with Dilapidated Ordinance.</p>
RASNAKE PROJECT STATUS: COMPLIANT/CLOSING			



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 LEBANON, VA 24266
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Building Official Report

192 Lower Bear Wallow Rd. Dante, VA	Tim and Rendy Hale	159 RUB 2189	On-going project 11/17/2023: Re-evaluation of property by RC Building Inspector, Inspection Report sent to County Administrator, Certified Notice sent to property owner, Public Notification in The Lebanon News, to run 2 consecutive weeks 11/17/2023: Re-evaluation of property by RC Building Inspector, Inspection Report sent to County Administrator, Certified Notice sent to property owner, Public Notification in The Lebanon News, to run 2 consecutive weeks beginning November 29, 2023.
HALE PROJECT STATUS: ON/GOING—FINAL NOTICE			
1951 Thompson Creek Rd Honaker, VA 1915—Corrected Address		76R174	5/31/2023: submitted by Litter Officer Brooks, possible Dilapidated 9/12/2023: front porch roof has a brace on the southwest side of property Tax Map and Gis show Bryce Dye as owner, not Dwight Jackson, 1951 has a busted ground level window but it is 7 feet to window sill. The structure is secure. 11/17/2023: Building Official will re-evaluate 1915 Thompson Creek Rd., due to possible transpose of address. 11/21/2023: Building Official re-evaluated, Notification of ordinance violation to be sent to property owner.
JACKSON PROJECT STATUS: ON-GOING-NOTICE ISSUED			



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Building Official Report

BUILDING OFFICIAL JUNKYARD REPORT		
Dogtown/Courthouse Est.	Rasnake Carl Allen Or Marsha K	138 R 2292 08/24/2023: Observation for possible Junkyard Ordinance violation Encountered property owner on site, explained purpose of visit Submitted report to County Administrator 11/16/2023: RC Building Dept personnel contacted Mel Counts with VDOT, was directed to contact VSP 1 st Sergeant Ratcliff, Claypool Hill Residency. Sgt. Ratcliff will observe and be in contact with VDOT in regard to R-O_W for the road. Will be in touch with RC Bldg Dept.
DOGTOWN JUNKYARD PROJECT STATUS: UNDER REVIEW WITH VIRGINIA STATE POLICE EROSION & SEDIMENT CONTROL DEPT.		
Bridgett McGlothlin—Program Administrator		
ESC PLAN	6 Active	1 Preparing to close 7 total
SINGLE FAMILY DWELLING AGREEMENT IN LIEU PLAN	7	7 total
REPORTED LAND DISTURBANCE	1	Land Disturbance Activity, initially thought to be Agriculture Exempt, after excavation began, site was determined to require an ESC Plan. currently in contact with property owner
INSPECTIONS ARE TO BE CONDUCTED ON EACH SITE, BI-WEEKLY AND AFTER HEAVY RAIN EVENTS, FOR SIGNS OF EROSION CONTROL MEASURE FAILURE		

Library Board of Trustees Meeting



Members Present		Members Absent
Judy Ashbrook	Karen Davis	Ann Monk
Susan Breeding	Kim Fife	Sherry Lyttle
Bob Breimann	Sharon Sargent	Sharon Van Dyke

Chair Karen Davis called the meeting to order 17 October 2023 at 5:00 pm.

Motion to approve agenda made by Susan Breeding and seconded by Kim Fife; motion approved.

Minutes: Kim made and Bob seconded a motion to approve the September minutes as distributed; motion passed.

Financial: Kim made and Judy Ashbrook seconded a motion to approve the bills; motion passed.

Staff Reports: Kelly reviewed the staff & director's reports,

Old Business:

New Business: Kim made and Sharon Sargent seconded a motion to approve the allocation of additional funding; motion passed.

Review & Summary:

Next meeting: 21 November 2023

Kim made and Judy seconded a motion to adjourn; motion passed.

Respectfully submitted, Kelly McBride Delph

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. November 27, 2023 CPRWMA Board of Directors Roll Call for Quorum.

II. Approval of Minutes of the October 19, 2023 meeting.....1

Motion: _____ Seconded: _____

III. Administrative Business

a) Review CPRWMA Waste Stream Report October 2023.....4

b) Approval of the Treasurer's Report for the month of October 2023.....12

Motion: _____ Seconded: _____

c) CPRWMA Attorney's Report for October 2023.....Report

d) Litter and Recycling Report.....Toby

IV. Old Business

V. New Business

VI. Correspondence/Public Comment

- Letter to Russell Co Administrator.....Attached

VII. Adjournment and Next Meeting.

Chair or Vice Chair conducting the meeting: _____

Motion: _____ Seconded: _____

Minutes submitted by: Carl Rhea and Sandra Honaker

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

Phone 276-833-5403 Email tobyedwards@bvua.net

www.cprwma.com



RECYCLED PAPER

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper
Mr. Tim Hess



DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea
Mr. Tim Lovelace

Cumberland Plateau Regional Waste Management Authority
Monthly Board Meeting Minutes
October 19, 2023

Members Present:

Ron Peters, Chairman
Tim Hess, Vice Chairman
Carl Rhea, Secretary/Treasurer
Tim Lovelace
Jeff Cooper
Damon Rasnick

Others Present:

Toby Edwards, Director
Saundra Honaker, Finance Officer & Spouse
Rebecca Thornbury, Legal Counsel
Craig Horn, BC County Administrator
Danny Davis, BC Solid Waste & Spouse
Brandon Monroe, CEI

CALL TO ORDER: Chairman, Ron Peters, called the October 19, 2023, meeting of the Board of Directors to order at 5:32 PM at Grundy, VA. The Pledge of Allegiance and prayer were given.

QUORUM: A quorum was established.

APPROVAL OF MINUTES: The minutes of the September 19, 2023, monthly meeting of the Board of Directors was presented for consideration. A motion was made by Damon Rasnick and seconded by Tim Lovelace to approve the minutes as presented. Motion was ratified, voting as follows:

Carl Rhea – Aye	Tim Lovelace – Aye
Tim Hess – Aye	Jeff Cooper – Aye
Ron Peters – Aye	Damon Rasnick – Aye

ADMINISTRATIVE BUSINESS

WASTE STREAM REPORTS – September 2023: Toby Edwards reviewed the waste stream reports. All three counties showed a decrease. The new disposal and transportation contracts will begin October 27, 2023 and the rates will increase on that date.

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266
Phone 276-833-5403 Email tobyedwards@bvu.net
www.cprwma.com



TREASURER'S REPORT – September 2023: Carl Rhea presented the CPRWMA Treasurer's Report, reporting the total cash balance was \$85,055.64 at the end of September. A motion to approve the report as presented was made by Tim Hess and seconded by Damon Rasnick. Motion was ratified, voting as follows:

Carl Rhea – Aye	Tim Lovelace – Aye
Tim Hess – Aye	Jeff Cooper – Aye
Ron Peters – Aye	Damon Rasnick – Aye

CPRWMA ATTORNEY'S REPORT – September 2023 Rebecca Thornbury reported that Lonzo Lester, Russell County administrator, inquired about the Authority's policy on operation of the tire shredder by non-transfer station or non-Waste Authority employees. She noted that no formal policy exists, but historically, the Authority has not allowed operation by persons not employed at the transfer station or Authority. A motion was made by Damon Rasnick and seconded by Ron Peters authorizing the attorney to draft a letter to forward to Lonzo Lester explaining the Authority's position. Motion was ratified, voting as follows:

Carl Rhea – Aye	Tim Lovelace – Aye
Tim Hess – Aye	Jeff Cooper – Aye
Ron Peters – Aye	Damon Rasnick – Aye

LITTER AND RECYCLING REPORT: Buchanan County is the only county that has a Household Hazardous Waste event in the fall. The October 13th event was successful.

OLD BUSINESS

No old business.

NEW BUSINESS

Ron Peters suggested that a new line item be added in next year's budget to include tire shredder repairs in order to track the cost of those repairs.

All three counties are in need of a broom that will attach to the loaders to clean the station floors. A motion was made by Damon Rasnick and seconded Carl Rhea to purchase the brooms for all three counties. Motion was ratified, voting as follows:

Carl Rhea – Aye	Tim Lovelace – Aye
Tim Hess – Aye	Jeff Cooper – Aye
Ron Peters – Aye	Damon Rasnick – Aye

DEQ has completed the inspections for Buchanan and Dickenson Counties. Both had good inspections. Toby Edwards thanked everyone for a job well done.

Toby also said that we may need to purchase a spare set of knives for the shredder. He will get a quote and present it to the Board.

CORRESPONDENCE/PUBLIC COMMENT

There was discussion regarding the increased cost of diesel and the possibility of savings if the fuel is purchased through the Waste Authority. No action was taken, but may be explored later.

Brandon Monroe stated that new tarps for the trucks are gradually being installed.

ADJOURNMENT AND NEXT MEETING

A motion was made by Carl Rhea and seconded by Jeff Cooper to have the next meeting on Monday, November 27, 2023, at 5:30 PM at Bonanza in Lebanon VA and to adjourn the meeting at 6:18 PM. Motion was ratified, voting as follows:

Carl Rhea - Aye

Tim Lovelace - Aye

Tim Hess - Aye

Jeff Cooper - Aye

Ron Peters - Aye

Damon Rasnick - Aye

Secretary/Treasurer

Date

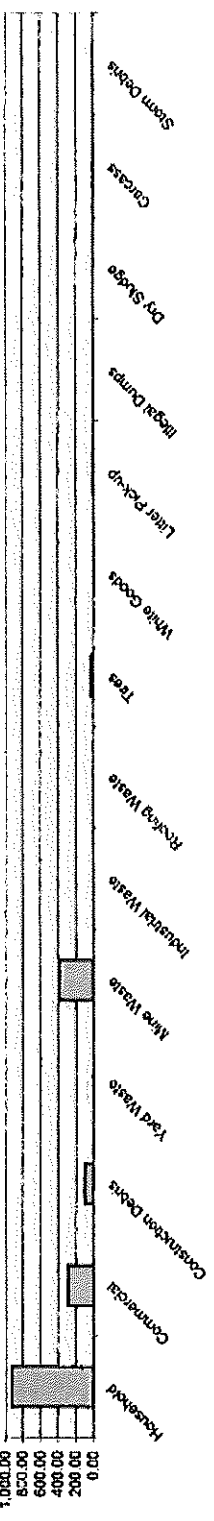
Russell County

Waste Material(s)	2023												Totals from all Columns	Average (Per Month) Tonnage
	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023		
Household	1,237.31	1,119.52	1,314.61	1,342.14	1,387.74	1,233.69	1,227.53	1,327.25	1,161.82	1,190.29	0.00	0.00	12,541.90	
Commercial	140.89	104.19	154.39	168.81	126.60	125.83	106.15	148.83	130.56	123.45	0.00	0.00	1,331.70	
Construction Debris	118.86	60.64	96.96	82.54	108.91	110.02	133.58	104.34	98.82	91.53	0.00	0.00	1,006.20	
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	27.30	27.90	26.85	33.33	30.99	27.23	23.20	42.68	32.75	34.55	0.00	0.00	306.78	
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	
Tires	15.15	18.62	32.06	32.23	19.95	31.48	26.61	28.67	9.04	28.99	0.00	0.00	240.80	
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	14.75	4.62	11.64	5.91	6.08	13.84	8.51	7.89	4.03	8.91	0.00	0.00	86.18	
Illegal Dumpsite	1.36	0.54	4.33	0.67	6.08	5.37	8.81	1.99	7.09	5.37	0.00	0.00	41.61	
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	0.58	1.10	2.51	0.49	0.93	1.66	0.49	1.05	0.67	3.67	0.00	0.00	13.15	
Totals	1,556.20	1,337.13	1,643.35	1,656.12	1,689.28	1,549.12	1,534.88	1,660.70	1,444.78	1,486.76	0.00	0.00	15,568.32	1,556.83
Town of Lebanon			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00		
Town of Honesaker											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												44,655.72		
2023														

Buchanan County Waste Stream Analysis
Period: October 1, 2023 to October 30, 2023

Waste Material	This Month (Tons)	Last Month (Tons)	2022 (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	922.56	869.34	976.94	991.02	1,159.52	1,079.97	1,137.34	1,200.53	1,065.68	1,170.25	1,042.72	1,075.45	1,136.67	1,115.86	1,051.54	1,107.94	1,116.93	1,181.81	1,337.49
Commercial	291.02	172.76	123.62	201.35	177.38	114.03	136.83	84.85	101.47	123.40	131.13	216.04	320.40	298.59	181.39	115.94	115.82	133.77	94.50
Construction	105.17	67.85	236.18	69.61	100.89	85.57	44.88	22.21	15.14	21.74	27.06	31.83	23.79	27.89	55.02	16.31	45.22	51.53	127.32
Debris	3.26	12.63	116.20	13.12	2.78	1.51	34.48	0.10	0.00	4.83	0.97	0.00	0.00	40.36	41.91	0.00	0.00	0.00	1.39
Mine Waste	354.44	309.79	270.50	297.56	440.31	386.08	357.91	341.43	10.11	78.74	247.81	361.34	246.72	441.92	381.62	338.06	182.57	29.82	168.04
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	0.00
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	0.00	0.00
Tires	37.64	16.98	23.63	20.73	19.23	20.29	3.44	7.98	2.08	4.82	8.46	14.93	20.41	47.76	80.53	11.64	25.93	36.09	21.52
White Goods	0.00	0.00	0.00	0.00	0.00	3.09	5.74	0.00	0.00	0.00	0.00	0.00	0.61	0.00	0.00	0.00	0.00	0.55	26.41
Litter Pick-up	5.34	2.09	3.20	2.09	12.41	1.26	2.54	4.20	5.69	5.21	8.29	9.23	4.34	12.30	7.86	10.08	7.59	6.37	6.24
Illegal Dumping	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	1.15	0.00	0.00	1.01	10.88	0.00	0.00	0.00	0.00	4.09	12.53
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	0.00
Carcass	0.10	1.07	4.55	0.76	0.47	0.97	2.12	1.38	1.09	0.38	0.38	0.25	0.61	0.24	0.43	0.16	0.23	0.40	0.00
Storm Debris	4.57	3.88	226.37	212.56	0.00	2.02	0.00	0.52	3.94	10.16	2.83	0.16	18.88	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	1,754.10	1,456.58	1,951.38	1,808.00	1,913.06	1,707.09	1,725.28	1,664.84	1,214.45	1,431.80	1,487.88	1,713.36	1,785.10	1,993.44	1,700.50	1,400.13	1,494.35	1,448.81	1,809.91

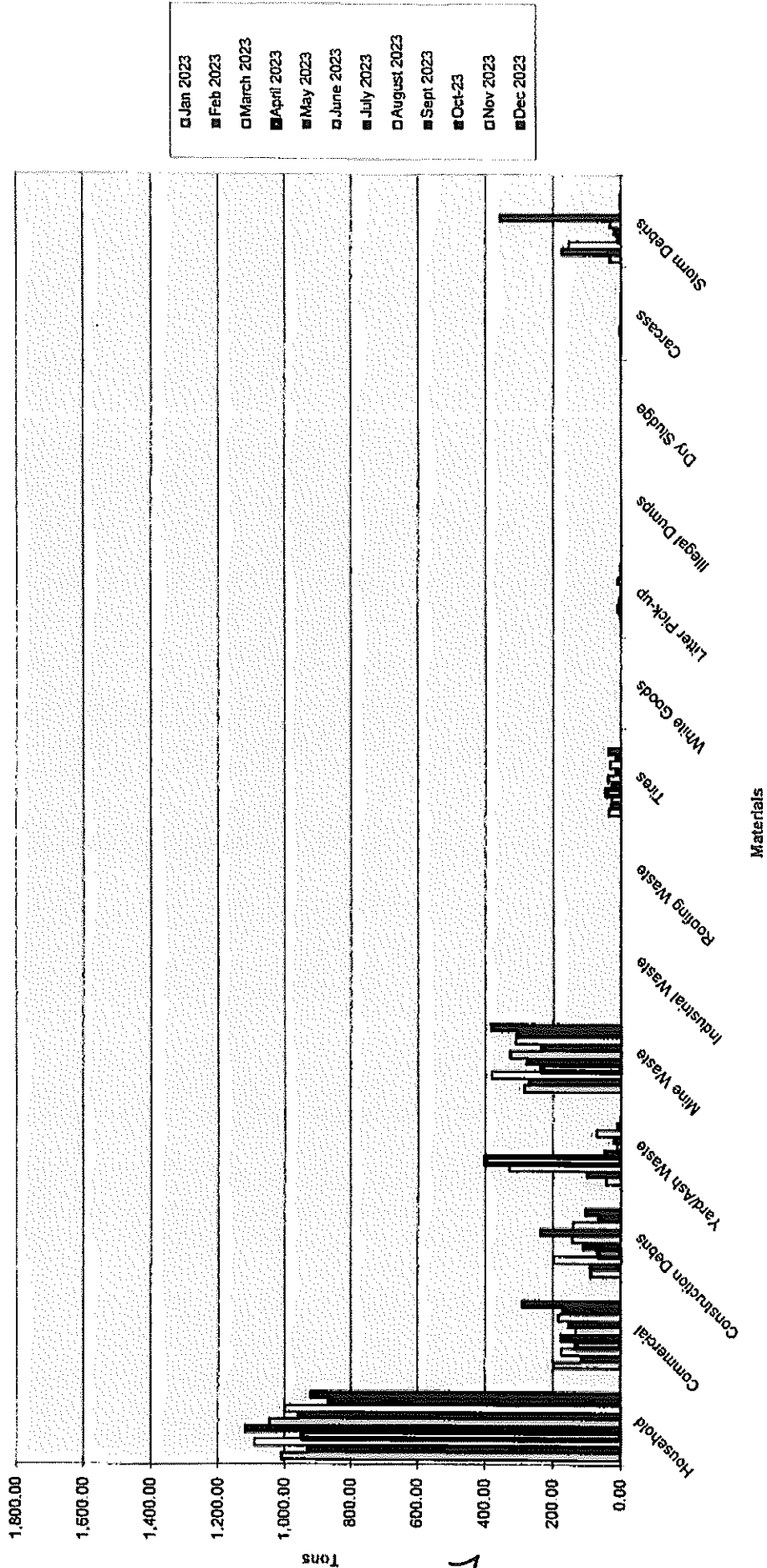
Buchanan County Waste Stream Analysis (This Month)



Total Tonnage includes the following towns:
Grundy 0

6

Buchanan County 2023

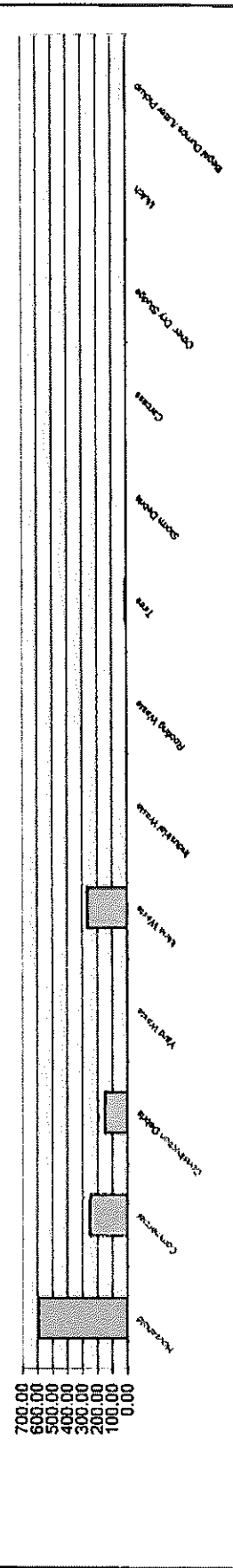


7

Dickenson County Waste Stream Analysis
 Period: October 1, 2023 to October 31, 2023

Name of Waste Material	This Month (Tons)	Last Month (Tons)	2023 (Tons)	2024 (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	599.44	570.92	567.89	632.89	632.61	648.59	619.09	527.49	593.92	593.92	617.61	637.74	659.74	674.32	655.22	660.91	739.71	791.62
Commercial	251.23	174.22	173.96	138.36	152.42	108.63	128.22	45.55	72.10	79.66	46.88	30.07	25.50	51.45	193.57	148.69	9.15	1.89
Construction Debris	152.32	97.70	106.47	28.07	79.57	57.91	1.69	11.75	3.84	24.36	15.59	35.41	67.11	9.11	12.42	25.51	42.42	19.17
Yard Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.65	0.00	0.00	0.00	0.00	0.00	0.00	7.17	15.36	0.15
Mine Waste	270.56	220.75	222.64	219.01	232.37	270.23	209.38	175.74	176.89	304.36	360.99	431.08	253.06	226.27	21.38	54.20	148.94	119.29
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	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
Tires	0.00	0.00	0.00	0.00	0.00	0.82	9.36	14.29	4.32	12.42	0.00	7.33	8.09	13.97	1.78	6.51	24.94	17.07
Storm Debris	13.05	16.89	16.03	26.85	23.21	5.24	8.28	5.09	5.73	7.73	13.61	21.16	12.33	14.79	72.70	15.87	36.62	11.86
Carcass	0.00	0.11	0.09	0.00	0.26	0.14	0.97	0.75	0.42	1.15	0.87	1.40	1.49	2.63	1.57	2.03	1.88	2.64
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	22.92	0.00
Mud	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
Weight Dumps Liber	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
Pulp	3.42	3.50	0.39	0.23	22.34	11.91	0.00	0.00	5.93	0.00	0.00	0.00	5.51	0.00	0.00	0.00	13.88	0.00
Total	1,283.02	1,084.09	1,077.47	1,045.41	1,202.78	1,102.56	976.99	881.66	633.70	654.92	1,055.75	1,164.19	1,032.83	982.54	868.74	918.89	1,055.82	965.35

Dickenson County Waste Stream Analysis
 (This Month)



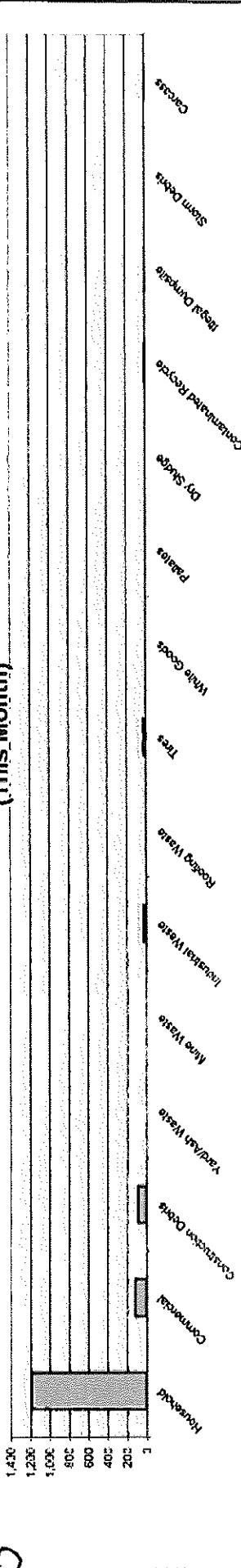
Total Tonnage includes the following items:
 Tons of Fillwood 6

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Russell County Waste Stream Analysis
 Period: October 1, 2023 to October 30, 2023

Name of Waste Material	This Month (Tons)	Last Month (Tons)	2022 (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	1,190.29	1,161.82	1,159.76	1,186.29	1,200.01	1,133.75	1,168.64	1,121.86	1,067.55	1,097.06	1,140.72	1,215.08	1,341.11	1,363.83	1,371.01	1,353.53	1,425.36	1,532.73	1,660.00
Commercial	123.45	130.56	153.05	122.72	109.47	154.45	117.58	162.49	107.29	156.05	170.99	128.21	145.41	184.98	752.95	234.15	253.25	251.03	272.75
Construction Debris	91.53	98.82	91.39	107.17	52.93	51.49	64.30	98.17	72.64	54.24	46.70	54.35	47.40	66.07	91.87	229.47	59.86	122.07	18.27
Yard/Ash Waste	0.00	0.00	0.00	0.00	0.00	25.00	30.99	41.85	3.87	10.32	13.91	53.31	20.82	105.24	0.00	11.77	12.57	18.78	1.10
Mine Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.38	45.13	17.18	41.04	0.00	0.00	0.00	0.00
Industrial Waste	34.55	32.75	22.36	20.36	35.20	29.10	43.51	38.71	20.69	10.58	6.16	10.59	10.41	9.44	7.54	16.68	44.89	92.11	118.96
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	42.94	46.92
Tires	28.99	9.04	35.27	7.10	14.12	14.46	12.76	19.31	9.92	10.66	5.75	9.27	17.24	4.33	5.17	2.81	1.96	6.07	1.42
White Goods	0.00	0.00	0.00	0.00	2.11	16.51	10.71	0.38	2.51	3.24	0.15	3.66	0.00	5.10	0.05	4.62	2.27	3.01	0.45
Pellets	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	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	0.00
Contaminated Recycle	8.91	4.03	0.00	0.00	7.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.33	0.00
Illegal Dumpsite	5.37	7.09	2.28	1.69	0.00	3.05	0.00	11.40	8.46	4.23	8.51	12.94	9.22	2.30	1.23	3.50	0.55	5.61	1.82
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	0.00
Carcass	3.67	0.67	0.95	11.91	1.69	1.33	2.05	5.86	0.54	0.33	1.68	2.85	2.83	2.64	2.06	2.47	4.53	1.58	2.87
TOTAL	1,486.76	1,444.78	1,465.06	1,457.24	1,423.26	1,429.20	1,450.54	1,500.03	1,293.47	1,346.71	1,394.57	1,501.64	1,639.57	1,761.11	2,272.92	1,858.80	1,805.24	2,082.26	2,137.06

Russell County Waste Stream Analysis
 (This Month)



Total Tonnage includes the following towns:

Lebanon	0
Cleveland	0
Honaker	0

Cumberland Plateau Regional Waste
Management Authority

Cash Flow Statement

October 2023

Cash Balance - September 30, 2023		85,055.64
Cash Received - Tipping Fees:		
	Buchanan (Sep)	92,307.66
	Dickenson (Sep)	63,828.10
	Russell (Sep)	80,567.64
		236,703.40
Cash Expenditures		(233,556.67)
Cash Balance - October 31, 2023		88,202.37

Fund Balances:

<i>Capital Equip Replacement Fund</i>	165,510.00
DEQ C/D	44,249.96

Total in Bank **297,962.33**

**Cumberland Plateau Regional
Check Register
For the Period From Oct 1, 2023 to Oct 31, 2023**

Filter Criteria Includes: Report order is by Check Number.

Check #	Date	Payee	Amount
	10/4/23	Anthem HealthKeepers, Inc.	155.82 Toby Dental/Vision
	10/25/23	Anthem HealthKeepers, Inc.	1,483.18 Toby Health Insurance
	10/15/23	Tag Resources LLC	275.26 Employee 401k
	10/17/23	Checkmate Checks	138.67 Check Order
	10/31/23	Tag Resources LLC	275.26 Employee 401k
11.15.23	10/31/23	United States Treasury	2,180.40 Federal withholding
11.27.23	10/31/23	VA Dept of Taxation	328.88 State withholding
14423 Online	10/2/23	Point Broadband	90.87 Office Phone
14424 Online	10/2/23	Point Broadband	85.32 DC Phone
14425 Online	10/2/23	Caterpillar Financial Services Corp	6,798.16 Note Payment
14428	10/2/23	Sony's	24.01 BC Fuel
14427	10/2/23	Power Equipment	1,483.04 BC/DC/RC Equip Maint \$487.68 ea
14428	10/2/23	Crystal Springs	32.97 RC Supplies
14428	10/2/23	Manafield Oil Company	319.88 Vehicle Fuel
14430	10/2/23	First Bank & Trust	1,300.75 Loan Payment
14431	10/2/23	Auto Plus	202.93 BC Supplies
14432	10/2/23	IGO Technology	99.85 BC Internet
14433 Online	10/2/23	Appalachian Power Company	323.35 BC Electric
14434	10/19/23	Manafield Oil Company	162.49 Vehicle Fuel
14435	10/19/23	Griffin Instruments	4,791.33 BC/DC/RC Sta Maint \$1597.11 ea
14436	10/19/23	BCA Industries	98.00 BC/RC Sta Maint \$32.67 DC Sta Maint \$32.66
14437	10/19/23	Free Service Tire	8,600.00 RC Equip Maint
14438	10/19/23	WM Corporate Services, Inc.	83,609.74 BC Tipping/Haul Sep/23
14439	10/19/23	WM Corporate Services, Inc.	45,433.10 DC Tipping/Haul Sep/23
14440	10/19/23	WM Corporate Services, Inc.	58,913.09 RC Tipping/Haul Sep/23
14441 Online	10/19/23	Appalachian Power Company	62.32 RC Electric
14442 Online	10/19/23	Appalachian Power Company	242.22 DC Electric
14443	10/19/23	H-D Media Company, LLC	192.80 Advertising
14444	10/19/23	NXTGen Mobile Welding Services, LLC	11,703.41 RC Sta Maint \$9938.41 Equip Maint \$600 DC Equip Maint \$585 BC Equip Maint \$600
14445	10/19/23	Unifirst Corporation	604.18 Uniforms Sep/23
14446	10/19/23	Meade Equipment	1,494.35 BC/RC Equip Maint \$498.12 DC Equip Maint \$498.11
14447	10/19/23	Void	
14448	10/19/23	Lebanon Block & Supply	484.77 RC Supplies \$449.43 BC Supplies \$16.34
14449	10/18/23	VACORP	154.00
14450	10/18/23	Carter Machinery Company, Inc.	14,412.68 Office Supplies \$201.73 RC Equip Maint \$9565.66 BC Equip Maint \$994.58 RC Equip Maint \$3660.83
14451	10/19/23	Industrial Development Authority	200.00 Office Rent Nov/23
14452	10/19/23	Honaker Solutions, LLC	840.00 Accounting Oct/23
14453	10/19/23	Peat Control Plus, Inc.	120.00 BC/DC/RC Pest
14454	10/19/23	Auto Plus	118.38 DC/RC Supplies \$58.19 ea
14455	10/19/23	Verizon	39.39 RC Security
14456	10/19/23	Verizon	84.38 BC Phone
14457 Online	10/19/23	Point Broadband	86.98 RC Phone
14458	10/19/23	Central Scale, Inc.	1,360.00 RC Sta Maint
14459 Online	10/19/23	Appalachian Power Company	220.85 BC Electric
14460 Online	10/19/23	Card Services Center	441.84 DC Supplies (Wal-Mart) \$105.29 DC Utility (PSA) \$86.29 BC Utility (PSA) \$153.74 RC Supplies (Amazon) \$50.62 Office (USPS) \$56.00
14461 Online	10/19/23	Point Broadband	91.67 Office Phone
14462 Online	10/19/23	Point Broadband	85.43 DC Phone
14463	10/19/23	Justice Law Office	589.72 Legal Sep/23
PR10123	10/1/23	Ronald E. Peters	184.70 Director's Compensation
PR10123	10/1/23	Damon Rasnck	184.70 Director's Compensation
PR10123	10/1/23	Tim Lovelace	184.70 Director's Compensation
PR10123	10/1/23	Ceri Rhea	184.70 Director's Compensation
PR10123	10/1/23	Jaffery S. Cooper	184.70 Director's Compensation
PR10123	10/1/23	Timothy W. Heas	184.70 Director's Compensation
PR101323	10/13/23	Toby F. Edwards	2,513.54 Employee 1st Half
PR103123	10/31/23	Toby F. Edwards	2,513.54 Employee 2nd Half
Deposit	10/24/23	BC Board of Supervisors	-1,162.76 BC Reimbursed for Annual Board Meeting
Total			233,556.67

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**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
FY 2023-24 - OPERATING BUDGET & EXPENSE REPORT**

	Jul-23	Aug-23	Sep-23	Oct-23	Expenditures Thru 10/31/2023	FY 2023-24 Budget	
Direct Expenses:							
Transport/Disposal	170,774.99	181,299.56	190,673.27	165,955.93	708,703.75	1,500,900.00	
Tire Recycling						10,000.00	
HHW Event						12,000.00	
Other Reimbursed Expenses		222.46			222.46	-	
	170,774.99	181,522.02	190,673.27	165,955.93	708,926.21	1,512,900.00	
Overhead Expenses:							
Debt Service - Loaders	6,798.15	6,798.15	6,798.15	6,798.15	27,192.60	81,577.92	33%
Other Disposal						2,000.00	0%
Utilities:							
Buchanan	254.65	450.90	249.28	477.09	1,431.92	6,000.00	24%
Dickenson	577.49	529.32	293.82	308.51	1,709.14	6,000.00	28%
Russell	651.86	307.93	337.80	283.17	1,580.76	6,000.00	26%
Supplies:							
Buchanan	11.99	199.55	70.38	218.27	500.19	2,500.00	20%
Dickenson		378.55	22.46	163.48	564.49	2,500.00	23%
Russell		393.37	135.44	591.11	1,119.92	2,500.00	45%
Fuel:							
Buchanan	42.01	2,385.93	24.01	24.01	2,475.96	10,000.00	25%
Dickenson	19.28		1,252.44		1,271.72	8,000.00	16%
Russell		2,910.27			2,910.27	10,000.00	29%
Telephone:							
Buchanan	183.00	207.82	374.12	184.21	949.15	2,400.00	40%
Dickenson	170.46	107.97	193.33	170.75	642.51	2,000.00	32%
Russell	125.14	194.44	271.78	126.35	717.71	2,900.00	25%
Station Maintenance/Improvements:							
Buchanan	223.28	138.18	3,647.97	1,669.78	5,679.21	30,000.00	19%
Dickenson	40.00	740.00	685.43	1,669.77	3,135.20	30,000.00	10%
Russell	40.00	40.00	1,138.37	12,958.19	14,176.56	30,000.00	47%
Loader/Equip Maintenance:							
Buchanan	4,962.35		6,527.34	2,580.36	14,070.05	20,000.00	70%
Dickenson	3,465.55	992.69	6,566.11	1,550.79	12,575.14	20,000.00	63%
Russell	4,113.70	3,340.27	5,407.09	23,302.19	36,163.25	20,000.00	181%
Transfer Station Permits and Management:							
Station Permits			21,882.00		21,882.00	24,000.00	91%
VACO Insurance	14,164.00			154.00	14,318.00	22,000.00	65%
Management	6,881.44	6,881.44	6,881.44	6,881.44	27,525.76	79,000.00	35%
Fringe-Health & Retirement	2,563.74	2,288.48	2,543.21	2,563.74	9,959.17	24,468.00	41%
Finance Manager	840.00	840.00	840.00	840.00	3,360.00	10,000.00	34%
Legal	2,167.25	941.00	1,216.00	589.72	4,913.97	10,000.00	49%
IT Support	1,890.00	279.00	585.00		2,754.00	10,000.00	28%
Office Rental/Internet/Cell/Office Supplies	492.21	200.00	290.74	786.74	1,769.69	5,000.00	35%
Directors Comp & PR Tax	1,291.80	1,076.50	1,291.80	1,291.80	4,951.90	18,100.00	27%
Professional Fees (Audit)						7,200.00	0%
Meeting Expense	1,660.88		670.65	(1,152.76)	1,178.78	4,000.00	29%
Travel						1,000.00	0%
Supplies:		245.00			245.00	1,000.00	25%
Dues/licenses						3,500.00	71%
Vehicle Expense	67.82	1,798.00	132.39	472.37	2,470.58	5,000.00	78%
Uniform Rentals	1,904.19	580.24	817.18	604.16	3,905.77	2,000.00	10%
Advertising				192.60	192.60	2,000.00	10%
Projects-Tire Shear	1,300.75	1,300.75	1,300.75	1,300.75	5,203.00	20,000.00	26%
Reserves/Equip/ Emergency Fund						3,000.00	0%
OVERHEAD SUBTOTAL	56,903.99	36,545.75	72,446.49	67,600.74	233,495.97	544,545.92	43%
TOTAL EXPENSES	\$ 227,677.98	\$ 218,067.77	\$ 263,119.76	\$ 233,556.67	942,422.18	2,067,545.92	

Rate begins July 1, 2023
15,129.05

**Overhead Rate per County

15

***Management Breakdown**

Toby Salary	27525.76
Toby Insurance	5651.41
401K Cost/Contribution	2202.08
Taxes	2105.68
Total Fringe	9959.17

Directors Comp & Taxes

Salary	4600
Taxes	351.9
	4951.9

Office Breakdown

Phone/Int	454.52
Rent	800.00
Postage	66
Office Sup	449.17
Bank Charge	1769.69

1/6

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October 19, 2023

R.J. THORNBURY
Licensed in VA & KY

MEGAN A. LESTER

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

RE: Tire Shredder Use

Dear Mr. Lester:

This letter is in response to your recent inquiry regarding use or operation of the Cumberland Plateau Regional Waste Management Authority (the Authority) tire shredder by non-transfer station or non-Authority employees. Historically, the Authority has not authorized use or operation by anyone other than those employed by the transfer station or Authority, due to liability and training issues. While the Authority and member counties are insured through VACORP, such private citizen use is not covered under the policies, creating liability concerns.

As you are aware, some probationers in the three counties serve their community service at the transfer stations. Such probationers may be tasked with operating the tire shredder, but only upon training and supervision. Liability regarding such probationers was addressed shortly following the shredder purchase. Probationers fall under Code of Virginia Section 8.01-226.8, which provides civil immunity for the Authority regarding probationer injury. In addition, the Authority developed a waiver and release form that includes language from the Code Section, a copy of the waiver is enclosed for your review. Further, the Authority previously denied a request from a non-member county to borrow the tire shredder, based on liability and insurance concerns. Therefore, only employees or probationers operate the shredder. It is unlikely the Authority or any public entity would allow a private citizen to operate industrial equipment due to insurance and liability concerns.

Should you have any questions or concerns, feel free to contact me. With best regards, I remain,

Yours very truly,



R.J. Thornbury, Esq.

RJT/llm

Enclosure

cc: Ron Peters, Chairman, CPRWMA

Toby Edwards, Executive Director, CPRWMA

**PROBATION
RELEASE AND WAIVER OF LIABILITY
CPRWMA
Buchanan, Dickenson, Russell
EQUIPMENT AND TIRE MACHINE OPERATION**

The probationer desires to work as a volunteer as a part of their probation at one of the CPRWMA's Buchanan, Dickenson and Russell Counties Transfer Stations.

The Probationer expressly assumes any risk of injury or harm in job duties assigned by the transfer station employees including, but not limited to, loading and unloading heavy materials, operating the tire cutting machine, mowing, cleaning scales, recycling or any work as assigned.

The Probationer acknowledges and has read Virginia Code 8.01-226.8 Civil Immunity for Public and Nonprofit Corporations Officials and Private Volunteers participating in certain programs for probationers, which states as follows:

Probation officers; court personnel; state, county, city, and town personnel; any other public officials; and private volunteers who participate in a program where persons on probation or community service are ordered as a condition of probation or community service to pick up litter along a section of public roadway or waterway, to perform recycling duties at landfills, garbage transfer sites, and other waste disposal systems, to mow rights-of-way or to perform other landscaping maintenance tasks, or to perform services assigned by such probation officers, court personnel, state, county, city, or town personnel, or private volunteers acting as approved worksite supervisors of a court-approved voluntary jail diversion program shall not be liable for any civil damages to a probationer or person on community service, or the property of such person, for acts or omissions resulting from such participation, unless such act or omission is the result of willful misconduct. The provisions of this section shall not be interpreted to grant any immunity to a driver transporting the persons on probation or community service or a motorist who, by his negligence, may injure such probationer or person on community service. Nonprofit corporation employees or officials who participate in a program where persons on probation or community service are ordered as a condition of probation or community service to pick up litter along a section of public roadway or waterway, to perform recycling duties at landfills, garbage transfer sites, and other waste disposal systems, to mow rights-of-way or to perform other landscaping maintenance tasks, or to perform services assigned by such nonprofit corporation employees or officials acting as approved worksite supervisors of a court-approved voluntary jail diversion program shall not be liable for any civil damages to a probationer or person on community service, or the property of such person, for acts or omissions resulting from such

participation, unless such act or omission is the result of gross negligence or willful misconduct.

The Probationer does hereby release and forever discharge and hold harmless the CPRWMA, Transfer Station staff, participants, counties, and all involved in the Probation Program, and their successors and assigns, from any and all liabilities, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer/Probationers work or participation during the time assigned to the Transfer Station including regarding any bodily injury personal injury illness, death or property damage from volunteers/probationers work, whether caused by negligence or otherwise.

The probationer agrees to operate any equipment with caution and safety while performing their assigned duties.

The probationer understands that, except as otherwise agreed to in writing, that neither CPRWMA nor Participating County carry or maintain health, medical, or disability insurance coverage for any volunteer/probationer. Each probationer is encouraged to obtain his or her own medical or health insurance coverage.

The probationer also grants and conveys to the CPRWMA all rights, title, and interest in any and all photographic images and video or audio recordings made by the CPRWMA during your service.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTAND THIS RELEASE.

Probationers Name (print)

Volunteer/Probationers Signature* Date

Volunteer/Probationers Name

Date

Transfer Station Personal

Date