

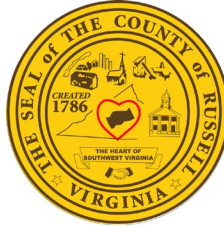
RUSSELL COUNTY
BOARD OF SUPERVISOR’S MEETING
AGENDA – JANUARY 2, 2024

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. Katie Patton – RC Attorney Service Award
2. Saint Paul Fire Department – EMS First Response Resolution

ORGANIZATIONAL MEETING.....A-1

1. Election of Chairman
2. Election of Vice-Chairman
3. Clerk of Board and Deputy Clerk
4. Adoption of Robert’s Rules of Order
5. Adoption of County’s By-Laws
6. CY 2024 Board of Supervisors Regular Meeting Schedule

7. FY 2024/2025 Board of Supervisors Budget Meeting Schedule

NEW BUSINESS

- 1. Approval of Minutes. Consider approval of the minutes of the following meeting of the Russell County Board of Supervisors.....B-1
 - a. Unapproved minutes of December 11, 2023
- 2. Approval of Expenditures. Consider approval of expenditures presented for payment.....B-2
- 3. 2024 Authorized Payments. Authorization of the list of operational routine monthly payments for delegated authorization.....B-3
- 4. Committee Appointments for Board Consideration.....B-4

Cumberland Plateau Economic Development Executive Board

Steve Breeding	Concurrent with Term
Lou Ann Wallace	Concurrent with Term

Cumberland Plateau Economic Development Commission

Carl Rhea	Concurrent with Term
Tim Lovelace	Concurrent with Term

Planning Commission

Oris Christian	Concurrent with Term
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Regional Jail Board

Oris Christian	Concurrent with Term
Tim Lovelace	Concurrent with Term

Cumberland Plateau Regional Waste Authority

Tim Lovelace	Concurrent with Term
Carl Rhea	Concurrent with Term

Chief Local Elected Official (CLEO) (Workforce Dev. Board)

Lou Ann Wallace	Concurrent with Term
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Budget/Finance Committee

Vacant
Vacant

One-Year Term
One-Year Term

Coal Road Commission

Tim Lovelace

Concurrent with Term

Finney Community Center

David Compton
Edward Tiller

Two-Year Term
Two-Year Term

January 3, 2024
January 3, 2024

Spearhead Trails-Trailblazers

Kelsay King

Four-Year Term

January 4, 2024

CITIZEN’S COMMENT PERIOD (Limited to 3 Minutes)

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

1. VACo Preliminary Legislative Program 2024.....D-1
2. 2024 Southwest VA Legislative Reception (1/31/24) & VACo Local Government Day & Reception (2/1/24).....D-2
3. Governor’s Recommended Budget Bills (FY24 Caboose & Biennial Budget..D-3
4. State and Local Economic Interests and Financial Disclosure Statements & Freedom of Information Act (FOIA) Training.....D-4
5. Lebanon Fire Department – RC Courthouse Fire Chiefs Report.....D-5
6. VDOT Monthly Road System Report.....D-6

REQUESTS

- 7. RC Six-Year General Reassessment Services Request for Proposals (RFP) Contract.....D-7
- 8. Eagleview GSD County-wide Pictometry Contract for Flight Services of the County – General Reassessment Services.....D-8
- 9. IDA Commonwealth’s Development Opportunity Fund Performance Agreement & Grant for the Tate Corp. (Bush Building) - \$700,000.....D-9
- 10. Community Development Block Grant #21-21-14 – Dante Regional Sewer Line Extension Project Contract Amendment #1 – Supplemental Funding - \$1,000,000.....D-10
- 11. DCJS VA Services, Training, Officers, Prosecution (VSTOP) Formula Grant Program for Continuation and New Applicants - \$133,333.....D-11
- 12. RC Disposal Truck Purchase – State Contract - \$212,000.....D-12
- 13. Local Law Enforcement (LOLE) Grant Program – FY 23 - \$2,512.....D-13
- 14. CSA Supplemental Allocation Request Form – FY24 - \$116,191.92.....D-14
- 15. Saint Paul Fire Department – EMS First Response Resolution.....D-15
- 16. Honaker & Castlewood Canneries.....D-16

BOARD DISCUSSIONS & REMINDERS

ADJOURNMENT

COUNTY AGENCY / BOARD REPORTS:

- Treasurer.....E
- RC IDAF
- RC PSAG
- RC Tourism.....H
- RC Planning CommissionI
- RC Conference Center.....J
- RC Transportation & Safety.....K
- RC Canneries.....L
- RC Building Inspector.....M
- RC Disposal.....N
- RC Litter.....O

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

PUBLIC NOTICE

JANUARY 2024 REGULAR BOARD MEETING

RUSSELL COUNTY BOARD OF SUPERVISORS

TAKE NOTICE pursuant to Section 2.2-3707 of the Code of Virginia, the Russell County Board of Supervisors changed its **January 2024** regular monthly board meeting from **January 1st, 2024**, to **January 2nd, 2024**, at **6 p.m.** at the **Russell County Board Room**, located at 137 Highland Drive, Lebanon, Virginia due to January 1st, 2024, being a State Holiday.

Notice Given Pursuant to Section 2.2-3707 of the Code of Virginia on the 27th day of December 2023.

BY ORDER OF THE

RUSSELL COUNTY BOARD OF SUPERVISORS

THE HEART OF
SOUTHWEST VIRGINIA



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Information Item
Presenters - Various

Meeting: 1/2/24 6:00 PM

Presentations

- 1. Katie Patton – RC Attorney Service Award**
- 2. Saint Paul Fire Department – EMS First Response Resolution**

Staff Recommendation:

Presentation – Informational Only.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- Various

St. Paul Fire Department EMS First Response in Russell County, VA



Wesley Lawson, NREMT
Secretary, Treasurer
Fire Instructor 1 & EMT-Intermediate

EMS First Response



Need For EMS First Response

- EMS Agencies nationwide are struggling to continue to operate with volunteers.
- We must be creative to help fill the void to protect our own and our citizens.
 - The ability to protect our own when an ambulance is not available. Firefighters are at a high risk of cardiac and traumatic emergencies.
 - To protect our EMS licensed members to be able to provide more patient care rather than just basic first aid.

EMS First Response



Our Request For EMS First Response

- Resolution from the Board of Supervisors for St. Paul Fire Department to provide Emergency Medical Services as a First Response Non-Transport Agency
- Authorization for the County Administrator or Emergency Services Coordinator to sign the EMS Agency Licensure form

EMS First Response



Why

- This will allow St. Paul Fire Department to be licensed by the Virginia Office of Emergency Medical Services to respond to EMS calls to provide lifesaving Emergency Medical Services when an ambulance is not available, buying time for an ambulance to arrive to the scene.
- Reference: 12VAC5-31-610



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Items
Chairperson

Meeting: 1/2/24 6:00 PM

Organizational Meeting

- 1. Election of Chairman**
- 2. Election of Vice-Chairman**
- 3. Clerk of Board and Deputy Clerk**
- 4. Adoption of Robert's Rules of Order**
- 5. Adoption of County's By-Laws**
- 6. CY 2024 Board of Supervisors Regular Meeting Schedule**
- 7. FY 2024/2025 Board of Supervisors Budget Meeting Schedule**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Motions Required.

ATTACHMENTS:

- County's By-Laws
- CY 2024 Board of Supervisors Regular Meeting Schedule
- FY 2024/2025 Board of Supervisors Budget Meeting Schedule

By Laws

Russell County

- Adopted May 5, 2014

Article I

Russell County Board of Supervisors, Officers & Their Selection

A. There shall be seven (7) members of the Board of Supervisors, six (6) elected for four-year terms by citizen vote of each of the six (6) Districts of Russell County and one (1) member elected at-large by the entire County for four years.

B. The Officers of the Board of Supervisors shall consist of a Chairman and Vice Chairman, each of whom shall serve for a term of one (1) calendar year.

C. Nomination of Officers shall be made from the Board at the first meeting of each calendar year. Election of Officers shall follow immediately.

D. A standing Budget/Finance Committee shall be appointed by the newly elected Board Chairman. This committee shall consist of two (2) Board members and two (2) staff members.

Article II

Duties of Officers

A. The Chairman shall:

- (1) Preside at all meetings;
- (2) Work closely with the County Administrator on day to day matters, approve appropriate financial documents, and approve the agenda for all meetings;
- (3) Carry out such other duties as assigned by the Board.

B. The Vice-Chairman shall act in the absence or inability of the Chairman to act.

C. The Budget/Finance Committee shall be responsible for preparation of the annual County budget and for presentation during a regular or special Board meeting before a vote is taken on the Budget each year. Other financial matters shall be considered by this committee before presentation to the full Board.

Article III

Agenda Preparation Policy

A. The County Administrator shall prepare an agenda for each regular meeting of the Board of Supervisors. Supervisors, staff, and others may submit to the County Administrator items for the agenda at any time prior to Noon Wednesday of the week preceding the regular meeting to which such item relates. Emergency items will be added as an amendment to the agenda.

B. Copies of the agenda shall be made available electronically for each Supervisor by close of business on Tuesday prior to the Board meeting and an agenda complete with a packet of materials for the Board members and News Media serving the County and the public not later than close of business on Thursday preceding the meeting to which it relates.

Article IV

Meetings

A. The time and place of Board Meetings shall be set from time to time by resolution of the Board in conformance with State Law. The regular meeting schedule shall be set at the organizational meeting held in January each year.

B. Minutes from the previous meeting shall be delivered to the Board members with the agenda prior to the next meeting. Unless requested by a Board member, the minutes will not be read and will be approved upon motion and vote of the Board.

C. Order of Business

(1) Commencement of Meetings:

At the time established in accordance with Article IV (A) of these By-Laws for the commencement of regular meetings or at the hour specified for continued or special meetings, the Chairman shall call the meeting to order and shall direct the clerk to note the absence of any Board members by roll call. A quorum shall be required for commencement of any meeting.

(2) Agenda:

An agenda shall be prepared by the County Administrator in accordance with Article III under these By-laws. The proposed agenda shall be adopted by the Board at each meeting. The agenda will include under New Business "Reports from Designated Standing Committees". Should the chairman or any member of the Board have a matter which he or she feels needs to be brought to the attention of the Board but which is not on the agenda, or if there is an amendment to the order of the agenda, he or she may make a motion that an addition or amendment be made to the agenda. Such amended agenda must be approved by a majority of the Board members present.

D. Presentations:

Matters to be presented to the Board may be arranged by persons prior to the meetings and placed on the Agenda. The County Administrator must be notified by Wednesday of the week prior to the Board meeting. Any materials to be used for the presentation must be provided and included in agenda packet. Additional materials presented at the Board meeting must be approved by the Chairman prior to dissemination. These presentations are strongly encouraged to be limited to five (5) minutes and when four (4) minutes has elapsed, the Chairman may instruct the speaker that one (1) minute is remaining.

E. Quorum & Method of Voting

A majority of the members of the Board of Supervisors shall constitute a quorum of the Board. All questions submitted to the Board for decision shall be determined by voice vote of a majority of the supervisors voting on any such questions, unless otherwise provided by law. The name of each member voting and how he or she voted must be recorded. Roll Call votes may be requested by any Board member.

F. Procedure for Roll Call of Board Members

(1) The Members of the Board of Supervisors shall cast votes in district order on a rotating basis per meeting.

(2) The Chairman of the Board of Supervisors shall cast the last vote.

(3) The Chairman/Clerk shall restate all motions before a vote is taken and the result of the

vote shall be announced following each vote.

G. General Rules of Procedure

The Board's Parliamentary Procedures shall be Robert's Rules of Order, Newly Revised, 11th edition, specifically to include Section 49, Conduct of Business in Boards, pages 486 – 488, in all matters not covered by the Board's bylaws, to the extent compatible with law and the historical practices of the Board. The County Attorney, or his or her designee, shall act as Parliamentarian to the Board. Any questions involving the interpretation or application of Robert's Rules shall be addressed to the County Attorney. The Board may amend, by Resolution, the rules as it deems appropriate. The following rules shall apply:

(1) Members are not required to obtain the floor before making motions or speaking, which they can do while seated.

(2) All motions require a second except for nominations for appointments to other boards, authorities or commissions.

(3) There is no limit to the number of times a member can speak to a question, and motions to close or limit debate generally should not be entertained.

(4) Informal discussion of a subject is permitted while no motion is pending.

(5) The Chairman can speak in discussion without leaving the chair, can vote on all questions, but cannot make motions unless by consent of a majority of Board members present.

(6) No Board member is required to vote on any issue. If any Board member determines, prior to the calling of any issue before the Board, that he, because of conflict or otherwise, will abstain from voting on such issue, he shall announce such intention at the time the issue comes before the Board and shall not participate in the discussion on such issue or question. An abstention shall be counted for the purpose of determining a quorum. An abstention defeats a motion requiring a unanimous vote.

(7) In the incidence of a tie vote, the issue voted upon by the Board is dead and therefore voted down.

(8) If a primary or substitute motion is made at a Board meeting where at least six (6) members are present and the motion is voted on and fails, the same or a substantively similar motion cannot be reconsidered by the Board within the following twelve (12) months except by a primary or substitute motion made by a member of the Board who voted on the prevailing side where there are no less than six (6) Board members present, and only if two-thirds (2/3) of the Board members present vote to reconsider the action previously decided.

(9) Only Board members and the Parliamentarian shall have standing to raise noncompliance with these General Rules of Procedure, and only during the current meeting at the time of violation. Failure of the Board to comply with these General Rules of Procedure shall not invalidate any action taken by the Board.

H. Member Absenting Himself from Meeting Prior to Adjournment

After the name of any member of the Board has been recorded as present at any meeting of the Board, he shall not absent himself from the remainder of the meeting prior to adjournment unless by consent of the Board.

I. Board to Sit with Open Doors

The Board of Supervisors shall sit with open doors and all persons conducting themselves in an orderly manner may attend the meetings; however, the Board may hold closed sessions as permitted by law and when deemed necessary by a majority vote of the Board.

A consent agenda shall be introduced by a motion "to approve" by any Board member, and shall be considered by the Board as a single item. There shall be no debate or discussion by any member of the Board regarding any item on the consent agenda. The Clerk or his/her designee shall provide a brief written summary or memo on each item included in the consent agenda. Upon request of any Board member who wishes to question or discuss an item, that item shall be removed from the Consent Agenda. This item shall be transferred onto the agenda for consideration.

J. Citizens Comment Period

Rules for Citizen Comment Period

To ensure that the affairs of the Board and its committees may be conducted in an orderly manner, to ensure that all persons desiring to address the Board on matters pertinent to it are afforded an opportunity to do so, to permit persons in attendance to observe and hear the proceedings of the Board without distraction, and to permit to the fullest extent the Board to conduct County business with minimal disruption, the following rules are established.

(1) Each person desiring to speak during the Citizens' Comment period on the agenda must provide name and address prior to their comments.

(2) Each speaker is strongly encouraged to limit remarks to a period of three (3) minutes per comment period; when two (2) minutes have passed the speaker may be reminded that there is one (1) minute remaining.

(3) Speakers may not donate their time to other speakers.

(4) Speakers will not be permitted to use audiovisual materials or other visual displays, but may present written and photographic materials to the Board members.

(5) Comments must be confined to matters germane to the business of the Board of Supervisors and shall not be cumulative or repetitive.

(6) Speakers should address the Board with decorum – loud, boisterous, and disruptive behavior, obscenity, and vulgarity should be avoided as well as other words or acts tending to evoke violence or deemed to be a breach of the peace.

(7) The Citizens' Comment period is not intended to be a question and answer period or time for dialogue with County officials. Questions which are raised during a comment period may at the discretion of the Board be responded to by County officials after sufficient time for appropriate investigation.

(8) Speakers shall remain at the podium while addressing the Board.

(9) Speakers shall not be interrupted by audience comments, calls/whistles, laughter, or other gestures. Individuals in the audience who do not abide by this policy after a warning will be asked to leave the meeting.

(10) Expressive activities including, but not limited to, petitioning, picketing, displaying signs and posters, solicitation, demonstrating, pamphlet distribution, and conducting polls shall not be permitted within the Governmental Center Building or in any other building that the Board is meeting.

These rules do not preclude persons from delivering to the Board or its Clerk written materials including reports, statements, exhibits, letters, or signed petitions or to prohibit persons from presenting oral or written comments on any subject germane to the business of the Board to individual Board members or to the Board through its Clerk outside the context of the public meeting.

K. Agenda Item Procedure

The following guidelines shall be followed for comment addressed to specific agenda items:

(1) In order to prevent obvious questions from consuming Board Meeting time, the Chairman and/or designated person(s) will advise the speaker if a matter is to be considered during some other time during the meeting.

Article V

Procedure for Dealing with Items Not on the Agenda

A. All matters not on the agenda must be raised during citizens comment period. Any matter not on the agenda shall not be considered unless approved for consideration by the majority of the Board present in accordance with Article IV, C (2).

B. For any special meeting, the business to be discussed shall be stated in the call for such meeting. The Chairman or Administrator shall prepare a written agenda listing all items to be considered for every special meeting. No other business shall be discussed or acted upon unless approved for consideration by the majority of the Board present in accordance with Article IV, C (2).

Article VI

Public Hearings

A. All public hearings will be advertised in accordance with the Virginia Code. Public hearings may be postponed, continued or canceled at the discretion of the Board.

B. In addition to those required by law, the Board at its discretion may hold public hearings when it decides that a hearing will be in the public interest.

C. The case before the Board shall be summarized by the Chairman or designated person(s). If there is expected to be many speakers on the issue, interested parties wishing to speak must sign the register at the rear of the room prior to the start of the hearing. Each person wishing to speak will be called to the podium by the Chairman or designated person(s) in the order such person signed the register and must state his or her name and address for the record. Generally, each citizen should be provided an opportunity to speak. Each speaker shall be limited to three (3) minutes, unless waived by the Board.

D. Board Members shall limit their comments in public hearings to insure participation by the public without Board interference.

Article VII

Appointment of Committees

Appointments to committees of the Board may be made by the Chairman. Appointments to other authorities, boards, and commissions, shall be made only by member motion adopted by a majority of the full Board. Prior to consideration of the nomination, the nominee shall be notified to determine his or her willingness to serve and to determine if he or she meets the qualifications for such appointment.

Article VIII

Duties of the County Administrator

The County Administrator shall:

- A. Prepare the agenda for each meeting for approval in conformance with the agenda preparation procedure outlined in these bylaws.
- B. Keep a written record of all business transacted by the Board.
- C. Administer the financial control procedures of the County.
- D. Advise and inform the Board on all matters affecting County government.
- E. Execute all formal documents authorized by the Board of Supervisors.
- F. Provide and supervise all staff services directly under the control of the Board of Supervisors.
- G. The County Administrator shall be responsible for all personnel management of the County. Department Directors, Coordinators, Supervisors or Managers will be hired and dismissed with the consent of a majority of the Board of Supervisors.
- H. Prepare an annual operating budget for the County government in accordance with guidelines established by the State auditor's office for approval by the Board of Supervisors. He shall be responsible for maintaining adequate financial and accounting records on all County business under his control.
- I. Serve as the Board's representative in all circumstances where the Chairman, Vice Chairman, or a majority of the Board Members are not available.
- J. Perform all other duties delegated by the Board as required by law.

Article IX

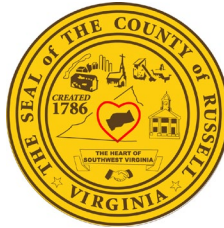
Amendments

A. The Bylaws may be amended by a recorded majority vote of the entire membership of the Board provided that written notice has been given to all members of the Board and a copy of the proposed amendment is sent with the notice, prior to said meeting.

B. The Bylaws may be suspended in whole or in part only upon the unanimous vote of Board members present, relating to any matter before it.

RUSSELL COUNTY
BOARD OF SUPERVISOR'S MEETING

Russell County Governmental Center
Lebanon, Virginia 24266



RUSSELL COUNTY BOARD OF SUPERVISORS
REGULAR MEETING SCHEDULE
2024
GOVERNMENTAL CENTER
6:00 P.M.

January 2nd, Tuesday

February 5th, Monday

March 4th, Monday

April 1st, Monday

May 6th, Monday

June 3rd, Monday

July 1st, Monday

August 5th, Monday

September 2nd, Monday

October 7th, Monday

November 4th, Monday

December 2nd, Monday

- **BOS Regular Board Meetings are on the first Monday of the month unless the BOS reschedules due to holidays, county events, emergencies, or schedules.**

RUSSELL COUNTY

BOARD OF SUPERVISOR'S BUDGET MEETINGS

Russell County Governmental Center
Lebanon, Virginia 24266



RUSSELL COUNTY BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 BUDGET MEETING SCHEDULE

Date	Activity
01/26/24	Letter of Budget Requests to Departments, Offices, & Agencies
02/16/24	Departmental Budget Requests Due to County Administrator
03/11/24	Budget Expenditures Compiled
03/18/24	Revenue Projections Compiled
03/25/24	Budget Committee Workshop
04/01/24	Budget Committee Workshop
04/01/24	Full Board of Supervisors Budget Work Session
04/11/24	Advertise Public Hearing for Budget and Tax Rates
04/18/24	Advertise Public Hearing for Budget and Tax Rates
05/06/24	Hold Public Hearing on FY 2024/2025 Budget and Tax Rates
06/03/24	Approve Budget at Regular June Meeting



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item B-1
Presenter: Chairperson

Meeting: 1/2/24 6:00 PM

Approval of Minutes

Request approval of the minutes from the following meeting:

- **December 11, 2023 Board Minutes**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

December 11, 2023

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, December 11, 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
Katie Patton, County Attorney

Absent:

None

Invocation by Caleb Johnson, followed by the Pledge of Allegiance to the Flag.

APPROVAL OF THE AGENDA

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

The vote was:

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

Presentations

Plaques were presented to Tim Lovelace, Carl Rhea and Oris Christian in appreciation for their service as members of the Board of Supervisors.

New Business

APPROVAL OF THE NOVEMBER 13, 2023 MINUTES

Motion made by Carl Rhea, second Oris Christian and duly approved by the Board of Supervisors to approve the November 13, 2023 minutes and dispense with the reading thereof.

The vote was:

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

Nay: None

APPROVAL OF GENERAL COUNTY INVOICES

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$1,294,180.74, including reoccurring and withholdings.

The vote was:

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

Nay: None

Committee Appointments

MOTION TO TABLE THE COMMITTEE APPOINTMENTS UNTIL JANUARY 2024

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to table the committee appointments until January 2024 board of supervisors meeting.

The vote was:

Aye: David Eaton and Steve Breeding

Nay: Tim Lovelace, Lou Wallace, Oris Christian, Rebecca Dye and Carl Rhea

MOTION FAILED.

CARL RHEA WAS APPOINTED TO THE RUSSELL COUNTY HIGHWAY & SAFETY COMMITTEE

Motion made by Rebecca Dye, second David Eaton any duly approved by the Board of Supervisors to appoint Carl Rhea to the Russell County Highway & Safety Commission for a (2) two-year term, said term ending December 31, 2025.

The vote was:

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

Nay: None

MAXIE SKEEN REAPPOINTED TO THE SOUTHWEST VIRGINIA EMS COUNCIL

Motion made by Carl Rhea, second David Eaton and duly approved by the Board of Supervisors to reappoint Maxie Skeen to the Southwest Virginia EMS Council for a (4) four-year term, said term ending December 31, 2027.

The vote was:

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

Nay: None

REBECCA DYE REAPPOINTED TO THE CPMT

Motion made by Tim Lovelace, second Carl Rhea and duly approved by the Board of Supervisors to reappoint Rebecca Dye to the Community Policy Management Team for a four (4) year term, said term ending December 31, 2027.

The vote was:

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

Nay: Steve Breeding and David Eaton

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to appoint Tara Dye to the Community Policy Management Team.

The vote was:

Aye: Steve Breeding and David Eaton

Nay: Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian

MOTION FAILED.

RICHARD LOCKRIDGE REAPPOINTED TO THE RUSSELL COUNTY IDA

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to reappoint Richard Lockridge to the Russell County Industrial Authority for a four (4) year term, December 31, 2027.

The vote was:

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

Nay: None

MOTION TO REAPPOINT TONY DODI TO THE RUSSELL COUNTY IDA

Motion made by Steve Breeding, second David Eaton to reappoint Tony Dodi to the Russell County Industrial Development Authority.

The vote was:

Aye: Steve Breeding and David Eaton

Nay: Lou Wallace, Tim Lovelace, Carl Rhea, Rebecca Dye and Oris Christian

MOTION FAILED.

TOMMY SHRADER APPOINTED TO THE RUSSELL COUNTY IDA

Motion made by Tim Lovelace, second Carl Rhea and duly approved by the Board of Supervisors to appoint Tommy Shrader to the Russell County Industrial Authority for a (4) four-year term, said term ending December 31, 2027.

The vote was:

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

Nay: Steve Breeding and David Eaton

Citizens' Comment

The Chair opened citizens' comment period.

The following citizens voiced their opposition to the proposed landfill at Moss III:

Amy Branson, Castlewood.
Josh Burgess, Cleveland
Dirk Hall, Cleveland
Jarred Ring, Castlewood
Gary Hughes, Swords Creek
Tammy Garrett, Lebanon
Tony Smith, Cleveland
Jennifer Chumbley, Cleveland

Svitlana Boyd, Lebanon asked if the Board could assist with the Zoning problem she has with the Town of Lebanon.

Katie Patton, Lebanon thanked the Board and staff for their support during her tenure as County Attorney. She looks forward to working with everyone as Clerk of the Circuit Court.

The Chair closed public comment.

ACCEPTANCE OF THE ABSTRACT OF VOTES

1. Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to accept the Abstract of Votes as presented by the Russell County Registrar.

The vote was:

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

Nay: None

APPROVAL OF A COUNTY AND IDA TOBACCO REGION OPPORTUNITY FUND PERFORMANCE AGREEMENT

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve Russell County and the Russell County IDA Tobacco Region Opportunity Fund Performance Agreement in the amount of \$146,000.

The vote was:

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

Nay: None

APPROVAL OF A DHCD COMMUNITY DEVELOPMENT BLOCK GRANT

Motion made by Oris Christian, second Rebecca Dye and duly approved by the Board of Supervisors to approve the DHCD Community Development Block Grant #19-14-36 (Belfast Waterline Extension, Phase II) Administrative & Conditional Closeout.

The vote was:

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

None: None

APPROVAL OF A VDOT DANTE DEPOT PROJECT CERTIFICATION OF SUBSTANTIAL COMPLETION

Motion made by Oris Christian, second Rebecca Dye and duly approved by the Board of Supervisors to approve the VDOT Dante Depot Project Certification of Substantial Completion.

The vote was:

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

Nay: None

APPROVAL OF A VDOT NO-COST ADDITION RESOLUTION RTE. 836 EXTENSION

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a VDOT No-Cost Addition Resolution RTE. 836 Extension.

The vote was

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

Nay: None

**APPROVAL OF A RC SCHOOL BOARD REVERSION FUNDS APPROPRIATION & REALLOCATION 2%
EMPLOYEE SALARY BY THE GENERAL ASSEMBLY**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a Russell County School Board Reversion Funds Appropriation & Reallocation concerning the 2% employee salary increase by the General Assembly.

The vote was:

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

Nay: None

**APPROVAL OF THE RC DSS BOARD APPROPRIATION OF FUNDS CONCERNING A 2% EMPLOYEE SALARY
INCREASE BY THE GENERAL ASSEMBLY**

Motion made by Rebecca Dye, second Oris Christian and duly approved by the Board of Supervisors to approve a Russell County DSS Board Appropriation of Funds concerning a 2% salary increase by the General Assembly.

The vote was:

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

Nay: None

APPROVAL OF A DCJS LAW ENFORCEMENT EQUIPMENT GRANT IN THE AMOUNT OF \$542,000

Motion made by Rebecca Dye, second Oris Christian and duly approved by the Board of Supervisors to approve a DCJS Law Enforcement Equipment Grant in the amount of \$542,000.

The vote was:

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

Nay: None

APPROVAL OF A \$3000 DONATION TO THE SHOP WITH A COP PROGRAM

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to donate \$3000 to the Shop with a Cop Program for the Town of Honaker, Town of Lebanon and the Russell County Sheriff's Department.

The vote was:

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

Nay: None

APPROVAL OF A LIBRARY OF VIRGINIA REVISED STATE GRANT-IN-AID FY 2024 IN THE AMOUNT OF \$128,394

Motion made by David Eaton, second Rebecca Dye and duly approved by the Board of Supervisors to approve a Library of Virginia Revised State Grant-In-Aid FY 2024 in the amount of \$128,394.

The vote was:

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

Nay: None

APPROVAL OF A VDEM EMERGENCY PERFORMANCE GRANT IN THE AMOUNT OF \$7500

Motion made by Oris Christian, second David Eaton and duly approved by the Board of Supervisors to appropriate and accept a VDEM Emergency Management Performance Grant in the amount of \$7500.

The vote was:

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

Nay: None

BURN BAN LIFTED

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to lift the burn ban declaration effective immediately.

The vote was:

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

Nay: None

APPROVAL OF A POTESTA MASTER AGREEMENT FOR ENGINEERS & ENVIRONMENTAL SERVICES CONTRACT SIX-MONTH EXTENSION

Motion made by Oris Christian, second Steve Breeding and duly approved by the Board of Supervisors to approve a Potesta Master Agreement for Engineers & Environmental Services Six Month Extension.

The vote was:

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

Nay: None

APPROVAL OF A VDH & RUSSELL COUNTY SERVICE AGREEMENT

Motion made by Rebecca Dye, second Steve Breeding and duly approved by the Board of Supervisors to approve a VDH & Russell County Service Agreement. (Russell County Health Department).

The vote was:

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

Nay: None

Motion made by Rebecca Dye, second David Eaton and duly approved by the Board of Supervisors to approve a Russell County Operational Medical Director (OMD) Contract for Services.

The vote was:

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

Nay: None

APPROVAL OF A RUSSELL COUNTY COAL HAUL ROAD PLAN RESOLUTION

Motion made by Oris Christian, second Carl Rhea and duly approved by the Board of Supervisors to approve a VDOT Resolution- Russell County Coal Haul Road Plan – Rte 615 Gravel Lick Road Improvements in the amount of \$100,000.

The vote was:

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

Nay: none

APPROVAL TO CHANGE A CL DALE PLAT

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a CL Dale Construction Plat change in language as requested by the Planning Commission.

The vote was:

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

Nay: None

CANNERY CLOSING DATE TABLED

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to table the cannery closing date.

The vote was:

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

Nay: None

APPROVAL OF COUNTY HOLIDAY AND PAY SCHEDULE

Motion made by Steve Breeding, second Rebecca Dye and duly approved by the Board of Supervisors to approve the county holiday and pay schedule as presented.

The vote was:

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

Nay: None

APPROVAL TO SET THE BOARD MEETING FOR JANUARY 02, 2024

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to set the Board of Supervisors meeting for Tuesday, January 02, 2024 at 6:00 pm.

The vote was:

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

Nay: None

APPROVAL OF A VDOT DANTE ENGINEERING STUDY

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve the VDOT Dante Engineering Study.

The vote was:

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

Nay: None

APPROVAL TO SEND A LETTER OPPOSING UTILITY RATE INCREASES

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to authorize the County Administrator to send a letter opposing the rate increase to AEP, Kentucky Utilities and Old Dominion Power.

The vote was:

Aye: David Eaton, Carl Rhea, Tim Lovelace, Rebecca Dye, Lou Wallace, Steve Breeding 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: 1/2/24 6:00 PM

Approval of Expenditures

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

STAFF RECOMMENDATION(s):

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

SUGGESTED MOTION(s):

Motion to approve County's December 2023 Monthly Expenditures.

ATTACHMENTS:

- December 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>
1/02/2024	12/14/2023	002615 A&A ENTERPRISES	79398		235.90	235.90	4100-031020-5410-	-
1/02/2024	12/14/2023	002615 A&A ENTERPRISES	79401		386.00	386.00	4100-031020-5410-	-
					621.90	621.90 *		
1/02/2024	12/14/2023	002623 ADVANCED MAILIN	175047		49.28	49.28	4100-012010-3005-	-
					49.28	49.28 *		
1/02/2024	11/24/2023	004982 AMAZON CAPITAL	11/24-12/15 23	10	139.85	139.85	4100-073010-5411-	-
1/02/2024	11/24/2023	004982 AMAZON CAPITAL	11/24-12/15 23	10	84.14	84.14	4100-073010-5401-	-
1/02/2024	11/24/2023	004982 AMAZON CAPITAL	11/24-12/15 23	10	17.96	17.96	4100-073010-5407-	-
1/02/2024	11/24/2023	004982 AMAZON CAPITAL	11/24-12/15 23	10	229.33	229.33	4100-073010-5414-	-
					471.28	471.28 *		
1/02/2024	11/28/2023	004465 AXON ENTERPRISE	INUS205662		2,591.60	2,591.60	4100-031020-5409-	-
1/02/2024	11/29/2023	004465 AXON ENTERPRISE	INUS206333		1,610.00	1,610.00	4100-031020-5409-	-
					4,201.60	4,201.60 *		
1/02/2024	11/29/2023	000007 BAKER & TAYLOR	11292023	10	957.76	957.76	4100-073010-5411-	-
					957.76	957.76 *		
1/02/2024	12/12/2023	000092 BONANZA RESTAUR	12122023		261.19	261.19	4100-011010-5413-	-
					261.19	261.19 *		
1/02/2024	11/10/2023	002337 CASKIE GRAPHICS	11102023		863.19	863.19	4100-021060-3006-	-
1/02/2024	11/27/2023	002337 CASKIE GRAPHICS	35732		259.47	259.47	4100-021060-3006-	-
					1,122.66	1,122.66 *		
1/02/2024	1/02/2024	005091 CASTLEWOOD FIRE	4FORLIFE FY23	1	5,982.91	5,982.91	4100-032030-5606-	-
					5,982.91	5,982.91 *		
1/02/2024	1/02/2024	000144 CLEVELAND LIFE	4FORLIFE FY23	1	5,982.91	5,982.91	4100-032030-5606-	-
					5,982.91	5,982.91 *		
1/02/2024	11/26/2023	004703 CORRECTIONAL CO	48527		773.93	773.93	4100-022010-5415-	-
					773.93	773.93 *		
1/02/2024	11/16/2023	004452 CRYSTAL SPRINGS	16981298		42.81	42.81	4100-013020-5401-	-
					42.81	42.81 *		
1/02/2024	12/19/2023	000171 CUMBERLAND PLAT	314.		75,732.70	75,732.70	4100-042010-3002-	-
					75,732.70	75,732.70 *		
1/02/2024	1/02/2024	000177 DANTE RESCUE SQ	4FROLIFE FY23	1	5,982.91	5,982.91	4100-032030-5606-	-
					5,982.91	5,982.91 *		
1/02/2024	12/04/2023	000183 DELL MARKETING	1076713380	10	1,154.81	1,154.81	4100-073010-5414-	-
					1,154.81	1,154.81 *		
1/02/2024	12/15/2023	001871 DELPH KELLY MCB	12152023	10	89.95	89.95	4100-073010-5411-	-
					89.95	89.95 *		
1/02/2024	12/11/2023	000184 DEMCO	7410504	10	30.68	30.68	4100-073010-5414-	-
1/02/2024	12/18/2023	000184 DEMCO	7413371	10	93.49	93.49	4100-073010-5401-	-
					124.17	124.17 *		
1/02/2024	12/12/2023	000193 DISCOUNT TIRE C	4226		30.00	30.00	4100-043020-5408-	-
					30.00	30.00 *		
1/02/2024	11/22/2023	000198 DOMINION OFFICE	157170.1		65.00	65.00	4100-035010-5401-	-
1/02/2024	10/25/2023	000198 DOMINION OFFICE	157940		262.77	262.77	4100-031020-5401-	-
1/02/2024	12/05/2023	000198 DOMINION OFFICE	158911		103.98	103.98	4100-071040-5605-	-
1/02/2024	12/05/2023	000198 DOMINION OFFICE	158913		60.19	60.19	4100-012130-5401-	-
1/02/2024	12/06/2023	000198 DOMINION OFFICE	158914		69.99	69.99	4100-022010-5415-	-
1/02/2024	12/07/2023	000198 DOMINION OFFICE	158968		49.98	49.98	4100-012010-5401-	-
1/02/2024	12/06/2023	000198 DOMINION OFFICE	158981		56.99	56.99	4100-032050-5401-	-
1/02/2024	12/07/2023	000198 DOMINION OFFICE	159029		48.99	48.99	4100-012130-5401-	-
1/02/2024	12/07/2023	000198 DOMINION OFFICE	159030		24.46	24.46	4100-021060-5401-	-
1/02/2024	12/07/2023	000198 DOMINION OFFICE	159031		38.70	38.70	4100-034010-5401-	-
1/02/2024	12/08/2023	000198 DOMINION OFFICE	159045		372.74	372.74	4100-021020-5401-	-
1/02/2024	12/08/2023	000198 DOMINION OFFICE	159054		14.12	14.12	4100-021060-5401-	-
1/02/2024	12/12/2023	000198 DOMINION OFFICE	159123		69.95	69.95	4100-012010-5401-	-
1/02/2024	12/12/2023	000198 DOMINION OFFICE	159127		85.59	85.59	4100-034010-5401-	-

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
1/02/2024	12/15/2023	000198	DOMINION OFFICE 159246		169.98	169.98	4100-043020-5405-	-
1/02/2024	12/08/2023	000198	DOMINION OFFICE 159967		159.98	159.98	4100-043020-5405-	-
1/02/2024	11/21/2023	000198	DOMINION OFFICE 158637	10	186.20	186.20	4100-073010-5401-	-
1/02/2024	12/05/2023	000198	DOMINION OFFICE 158915	10	56.38	56.38	4100-073010-5401-	-
1/02/2024	12/14/2023	000198	DOMINION OFFICE 159215	10	29.31	29.31	4100-073010-5401-	-
1/02/2024	12/08/2023	000198	DOMINION OFFICE 159038		14.99	14.99	4100-013020-5401-	-
1/02/2024	12/12/2023	000198	DOMINION OFFICE 159122		168.08	168.08	4100-032050-5401-	-
1/02/2024	12/19/2023	000198	DOMINION OFFICE 159298		55.98	55.98	4100-012010-5401-	-
1/02/2024	12/21/2023	000198	DOMINION OFFICE 159362		103.98	103.98	4100-071040-5607-	-
					2,268.33	2,268.33 *		
1/02/2024	12/20/2023	004959	DOWNSTREAM STRA 4405		990.00	990.00	4100-094010-8033-	-
					990.00	990.00 *		
1/02/2024	9/19/2023	001445	FISHER AUTO PAR 402-576109		26.21	26.21	4100-022010-5415-	-
1/02/2024	12/21/2023	001445	FISHER AUTO PAR 397-297405		736.57	736.57	4100-042400-5407-	-
					762.78	762.78 *		
1/02/2024	10/28/2023	000854	GALL'S, LLC 26098889		166.95	166.95	4100-031020-5409-	-
1/02/2024	10/30/2023	000854	GALL'S, LLC 26107711		486.75	486.75	4100-031020-5409-	-
1/02/2024	11/03/2023	000854	GALL'S, LLC 26164060		356.95	356.95	4100-031020-5409-	-
1/02/2024	11/21/2023	000854	GALL'S, LLC 26320896		47.43	47.43	4100-031020-5409-	-
1/02/2024	12/04/2023	000854	GALL'S, LLC 26441152		95.94	95.94	4100-031020-5409-	-
1/02/2024	12/05/2023	000854	GALL'S, LLC 26451404		86.94	86.94	4100-031020-5409-	-
					1,240.96	1,240.96 *		
1/02/2024	11/03/2023	003505	GREEN VALLEY TO 7649		400.00	400.00	4100-031020-5409-	-
					400.00	400.00 *		
1/02/2024	12/14/2023	004547	GUERNSEY INV-2654100		87.10	87.10	4100-021020-5401-	-
					87.10	87.10 *		
1/02/2024	11/08/2023	005074	HD MEDIA CO INC 1919934		113.40	113.40	4100-012130-3007-	-
1/02/2024	11/01/2023	005074	HD MEDIA CO INC 1918050		453.60	453.60	4100-013020-3007-	-
1/02/2024	11/01/2023	005074	HD MEDIA CO INC 1919456		625.00	625.00	4100-011010-3007-	-
					1,192.00	1,192.00 *		
1/02/2024	12/22/2023	003866	INNOVATIVE TECH 3987		2,587.50	2,587.50	4100-012300-3002-	-
1/02/2024	12/22/2023	003866	INNOVATIVE TECH 3987		2,760.00	2,760.00	4100-012300-7002-	-
1/02/2024	12/22/2023	003866	INNOVATIVE TECH 3988		37.50	37.50	4100-012300-3002-	-
1/02/2024	12/22/2023	003866	INNOVATIVE TECH 3989		300.00	300.00	4100-012300-3002-	-
1/02/2024	12/22/2023	003866	INNOVATIVE TECH 3990		80.00	80.00	4100-071040-5613-	-
1/02/2024	12/22/2023	003866	INNOVATIVE TECH 3990		300.00	300.00	4100-071040-5613-	-
1/02/2024	12/22/2023	003866	INNOVATIVE TECH 3992		37.50	37.50	4100-022010-5415-	-
1/02/2024	12/22/2023	003866	INNOVATIVE TECH 3993		75.00	75.00	4100-072010-3009-	-
1/02/2024	12/22/2023	003866	INNOVATIVE TECH 3996		225.00	225.00	4100-012300-3002-	-
					6,402.50	6,402.50 *		
1/02/2024	12/15/2023	004815	JACKIES SCREENP 12803		282.75	282.75	4100-043020-3008-	-
					282.75	282.75 *		
1/02/2024	10/25/2023	001685	JERRY'S SIGNS 15200		38.71	38.71	4100-031020-5409-	-
1/02/2024	10/31/2023	001685	JERRY'S SIGNS 15213		652.00	652.00	4100-099000-5000-	-
1/02/2024	11/02/2023	001685	JERRY'S SIGNS 15218		652.00	652.00	4100-099000-5000-	-
					1,342.71	1,342.71 *		
1/02/2024	12/20/2023	005072	KILGORE LAW OFF 56361		1,815.00	1,815.00	4100-011010-3002-	-
					1,815.00	1,815.00 *		
1/02/2024	1/02/2024	000373	LEBANON LIFE SA 4FORLIFE FY23	1	5,982.91	5,982.91	4100-032030-5606-	-
					5,982.91	5,982.91 *		
1/02/2024	10/31/2023	003481	MEADE TRACTOR 11838236		158.80	158.80	4100-022010-5415-	-
					158.80	158.80 *		
1/02/2024	12/01/2023	005021	MOBILE COMMUNIC 80120891		3,418.45	3,418.45	4100-032050-3005-	-
					3,418.45	3,418.45 *		
1/02/2024	1/02/2024	000460	NEW GARDEN RESC 4FORLIFE FY23	1	5,982.91	5,982.91	4100-032030-5606-	-
					5,982.91	5,982.91 *		

<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>
1/02/2024	12/12/2023	005070 NEWBERRY PEST S	5360		420.00	420.00	4100-094010-7056-	-
					420.00	420.00 *		
1/02/2024	4/29/2023	000461 NORFOLK SOUTHER	93195946		60.00	60.00	4100-043020-8001-	-
					60.00	60.00 *		
1/02/2024	12/19/2023	003123 O'REILLY AUTO P	1943-129360		15.99	15.99	4100-043020-5408-	-
1/02/2024	12/19/2023	003123 O'REILLY AUTO P	1943-129385		25.58	25.58	4100-043020-5408-	-
					41.57	41.57 *		
1/02/2024	12/11/2023	003041 OVERDRIVE INC	CD0157223446799	10	808.08	808.08	4100-073010-5411-	-
					808.08	808.08 *		
1/02/2024	12/20/2023	001587 POSTMASTER	12202023		3,992.00	3,992.00	4100-013010-5201-	-
					3,992.00	3,992.00 *		
1/02/2024	12/01/2023	000578 RUSSELL COUNTY	12012023		92,348.75	92,348.75	4100-051020-5601-	-
					92,348.75	92,348.75 *		
1/02/2024	12/20/2023	000663 RUSSELL COUNTY	DEC-23	1	15,480.00	15,480.00	4100-095010-9130-	-
1/02/2024	12/20/2023	000663 RUSSELL COUNTY	DEC23 WWTP	2	5,753.04	5,753.04	4100-082010-8025-	-
					21,233.04	21,233.04 *		
1/02/2024	12/23/2023	000594 SAM'S CLUB/GEGR	12232023		16.98	16.98	4100-031020-5409-	-
					16.98	16.98 *		
1/02/2024	12/16/2023	003380 SHENTEL	12162023		126.39	126.39	4100-031020-5203-	-
1/02/2024	12/16/2023	003380 SHENTEL	12162023		130.38	130.38	4100-012010-5413-	-
1/02/2024	12/16/2023	003380 SHENTEL	12162023		130.38	130.38	4100-031020-5203-	-
					387.15	387.15 *		
1/02/2024	12/20/2023	001700 SOUTHWEST VA VE	156799		15,123.31	15,123.31	4100-035010-5404-	-
					15,123.31	15,123.31 *		
1/02/2024	12/04/2023	002498 SOUTHWEST VIRGI	12042023		437,718.44	437,718.44	4100-033010-3009-	-
1/02/2024	12/04/2023	002498 SOUTHWEST VIRGI	12042023		93,076.92	93,076.92	4100-033010-1006-	-
					530,795.36	530,795.36 *		
1/02/2024	12/07/2023	002079 SUPREME COURT O	24-167C-JMS		514.70	514.70	4100-021060-5401-	-
					514.70	514.70 *		
1/02/2024	12/07/2023	003924 TACS	8976		417.00	417.00	4100-011010-3002-	-
1/02/2024	12/19/2023	003924 TACS	9005		2,659.75	2,659.75	4100-011010-3002-	-
					3,076.75	3,076.75 *		
1/02/2024	11/30/2023	000675 THOMPSON & LITT	106572		12,442.50	12,442.50	4100-094010-8042-	-
					12,442.50	12,442.50 *		
1/02/2024	11/30/2023	000977 TOP LINE ADVERT	8349		295.02	295.02	4100-035010-5401-	-
1/02/2024	12/18/2023	000977 TOP LINE ADVERT	8366		500.00	500.00	4100-034010-5401-	-
					795.02	795.02 *		
1/02/2024	10/30/2023	001580 TOWN OF CLEVELA	10302023		2,085.00	2,085.00	4100-042400-5414-	-
					2,085.00	2,085.00 *		
1/02/2024	10/30/2023	000680 TOWN OF HONAKER	10302023		2,085.00	2,085.00	4100-042400-5414-	-
					2,085.00	2,085.00 *		
1/02/2024	10/30/2023	000376 TOWN OF LEBANON	10302023		3,675.00	3,675.00	4100-042400-5414-	-
					3,675.00	3,675.00 *		
1/02/2024	12/13/2023	001223 TREASURER OF VI	24-167C-RMS1		3,772.44	3,772.44	4100-021060-5902-	-
					3,772.44	3,772.44 *		
1/02/2024	11/30/2023	002133 TREASURER OF VI	11302023		20.00	20.00	4100-035030-3001-	-
					20.00	20.00 *		
1/02/2024	11/17/2023	000700 TRI CITY BUSINE	AR35761	10	213.43	213.43	4100-073010-3002-	-
					213.43	213.43 *		
1/02/2024	12/19/2023	003965 UNIFIRST CORPOR	1730100543-		73.03	73.03	4100-043020-3008-	-
1/02/2024	12/26/2023	003965 UNIFIRST CORPOR	1730101702		19.42	19.42	4100-043020-3008-	-
1/02/2024	12/26/2023	003965 UNIFIRST CORPOR	1730101704		77.13	77.13	4100-043020-3008-	-
1/02/2024	12/26/2023	003965 UNIFIRST CORPOR	1730101707		20.37	20.37	4100-043020-3008-	-
					189.95	189.95 *		
1/02/2024	12/27/2023	000728 VBCOA REGION 1	12272023		100.00	100.00	4100-034010-5401-	-
					100.00	100.00 *		

<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>
1/02/2024	12/27/2023	003479	VICTORY TROPHIE 1115		85.00	85.00	4100-011010-5413-	-
					85.00	85.00 *		
			TOTAL FOR DUE DATE 1/02/2024		830,191.00	830,191.00		
			TOTAL DUE FOR FUND- 4100		830,191.00	830,191.00		

<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>
1/02/2024	12/01/2023	000198	DOMINION OFFICE 158869		512.38	512.38	4211-094010-8029-	-
					512.38	512.38	*	
1/02/2024	12/13/2023	003676	GENTRY LOCKE AT 322406		4,913.75	4,913.75	4211-011010-5415-	-
					4,913.75	4,913.75	*	
1/02/2024	12/22/2023	003866	INNOVATIVE TECH 3986		2,296.00	2,296.00	4211-094010-8029-	-
1/02/2024	12/22/2023	003866	INNOVATIVE TECH 3986		34,350.00	34,350.00	4211-094010-8029-	-
					36,646.00	36,646.00	*	
1/02/2024	12/14/2023	005027	POTESTA AND ASS 167730		180.00	180.00	4211-011010-5415-	-
					180.00	180.00	*	
1/02/2024	12/05/2023	003698	THE HOME DEPOT 3406641		1,065.30	1,065.30	4211-094010-8029-	-
1/02/2024	12/11/2023	003698	THE HOME DEPOT 7970386		458.00	458.00	4211-094010-8029-	-
					1,523.30	1,523.30	*	
			TOTAL FOR DUE DATE 1/02/2024		43,775.43	43,775.43		
			TOTAL DUE FOR FUND- 4211		43,775.43	43,775.43		

<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>
1/02/2024	12/13/2023	005070 NEWBERRY PEST S	5306		115.00	115.00	4839-083990-5407-	-
1/02/2024	12/11/2023	005070 NEWBERRY PEST S	5309		115.00	115.00	4839-083990-5407-	-
					230.00	230.00 *		
		TOTAL FOR DUE DATE	1/02/2024		230.00	230.00		
		TOTAL DUE FOR FUND-	4839		230.00	230.00		
		NON-DIRECT DEPOSIT			874,196.43	874,196.43		
		DIRECT DEPOSIT			.00	.00		
		E-Payable Total			.00	.00		
		FINAL DUE			874,196.43	874,196.43		
						.00		



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item B-3
Presenter: Chairperson

Meeting: 1/2/24 6:00 PM

Approval of Pre-Authorized Expenditures

Request authorization of the County's 2024 Pre-Authorized Payment of Monthly Expenditures:

The list of general expenditures the Board approves annually to ensure the County complies with the Virginia Procurement Act which requires all expenditures to be within 30 days or within the terms of the contracts. The expenditures are monthly operational expenditures or approved contracts:

Reoccurring Monthly, Quarterly, Semi-Annual, and Annual Operational Expenditures (i.e. Utilities, Credit Card Payments, Facility/Park/Vehicle Maintenance, Withholding payments (payroll), Debt service, Contracts, and Board approved expenditures)

STAFF RECOMMENDATION(s):

Board Discretion.

SUGGESTED MOTION(s):

Motion to authorize the County's Pre-Authorized Payment of Monthly Expenditures.

ATTACHMENTS:

- None

Board of Supervisors

137 Highland Drive
Lebanon, VA 24266

Action Item: B-4
Presenter: Chairperson

Meeting: 1/2/24 6:00 PM

Finney Community Center

**David Compton
Edward Tiller**

**Two-Year Term
Two-Year Term**

**January 3, 2024
January 3, 2024**

Spearhead Trails-Trailblazers

Kelsay King

Four-Year Term

January 4, 2024

Board Appointments 2024			
Name	District	Term	Term Ending
<u>Finney Community Center</u>			
David Compton		Two Years	January 3, 2024
Edward Tiller		Two Years	January 3, 2024
<u>Spearhead Trails-Trailblazers</u>			
Kelsey King	1	Four Years	January 4, 2024
Name	District	Term	Term Ending
<u>Cumberland Plateau Regional Waste Management Authority</u>			
Tim Lovelace	1	Four Years	March 2, 2024
Name	District	Term	Term Ending
<u>Cumberland Industrial Facilities Authority</u>			
Rebecca Dye		Four Years	June 17, 2024
Nelson "Tony" Dodi		Four Years	June 17, 2024
<u>Russell County PSA</u>			
Cuba Porter	At Large	Four Years	June 24, 2024
David Edmonds, Jr.	2	Four Years	June 24, 2024
Name	District	Term	Term Ending
<u>Community Policy Management Team</u>			
Jennifer Nunley		Three Years	October 12, 2024
<u>Cumberland Plateau Economic Development</u>			
Frank Horton	5	One Year	October 12, 2024
Tony Lambert	6	One Year	October 12, 2024
Ron Blankenship	3	One Year	October 12, 2024
<u>Russell County Library Board</u>			
Kim Fife	3	Four Years	October 12, 2024
Ann Monk	5	Four Years	October 12, 2024

Name	District	Term	Term Ending
<u>Coal Handling Road Commission</u>			
Tim Lovelace	1	Four Year	November 7, 2024
<u>Community Policy Management Team</u>			
Lori Gates-Addison		Three Year	November 1, 2024
Alice Meade	5	Three Year	November 1, 2024
Name	District	Term	Term Ending
<u>Cumberland Mountain Communitiy Service Board</u>			
James Mounts	6	Three Years	December 31, 2024
David Eaton	4	Three Years	December 31, 2024
<u>Drill Community Center</u>			
Charlene Blankenship		Two Years	December 31, 2024
Rachel Helton		Two Years	December 31, 2024
Doug Lester		Two Years	December 31, 2024
Harold Dean Thomas		Two Years	December 31, 2024
Betty Sue Hess		Two Years	December 31, 2024
Michelle Tharp		Two Years	December 31, 2024
<u>Heart of Appalachia Tourism Development Authority</u>			
Shiloh Lyttle		Two Years	December 31, 2024
Maddie Gordon		Two Years	December 31, 2024
<u>People, Inc. Development Financing Board</u>			
Alicia McGlothlin		Three Years	December 31, 2024
<u>Upper Tennessee River Roundtable</u>			
Maddie Gordon		Two Years	December 31, 2024



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item D-1 – D-16
Presenter: Administrator

Meeting: 1/2/24 6:00 PM

County Administrator Reports & Requests

The County Administrator Reports & Request for January 2024:

REPORTS

- 1. VACo Preliminary Legislative Program 2024.....D-1
- 2. 2024 Southwest VA Legislative Reception (1/31/24) & VACo Local Government Day & Reception (2/1/24).....D-2
- 3. Governor’s Recommended Budget Bills (FY24 Caboose & Biennial Budget..D-3
- 4. State and Local Economic Interests and Financial Disclosure Statements & Freedom of Information Act (FOIA) Training.....D-4
- 5. Lebanon Fire Department – RC Courthouse Fire Chiefs Report.....D-5
- 6. VDOT Monthly Road System Report.....D-6

REQUESTS

- 7. RC Six-Year General Reassessment Services Request for Proposals (RFP) Contract.....D-7
- 8. Eagleview GSD County-wide Pictometry Contract for Flight Services of the County – General Reassessment Services.....D-8
- 9. IDA Commonwealth’s Development Opportunity Fund Performance Agreement & Grant for the Tate Corp. (Bush Building) - \$700,000.....D-9
- 10. Community Development Block Grant #21-21-14 – Dante Regional Sewer Line Extension Project Contract Amendment #1 – Supplemental Funding - \$1,000,000.....D-10
- 11. DCJS VA Services, Training, Officers, Prosecution (VSTOP) Formula Grant Program for Continuation and New Applicants - \$133,333.....D-11
- 12. RC Disposal Truck Purchase – State Contract - \$212,000.....D-12
- 13. Local Law Enforcement (LOLE) Grant Program – FY 23 - \$2,512.....D-13
- 14. CSA Supplemental Allocation Request Form – FY24 - \$116,191.92.....D-14
- 15. Saint Paul Fire Department – EMS First Response Resolution.....D-15
- 16. Honaker & Castlewood Canneries.....D-16

STAFFRECOMMENDATION(s):

Board Discretion.

SUGGESTED MOTION(s):

Board Discretion.



Lonzo Lester <lonzo.lester@russellcountyva.us>

Re: YOU'RE INVITED: Southwest Virginia Legislative Reception in Richmond

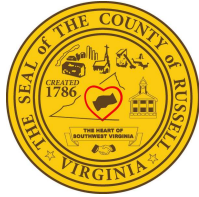
1 message

Lonzo Lester <lonzo.lester@russellcountyva.us>
To: Scotty Wampler <swampler@cppdc.org>

Thu, Oct 12, 2023 at 9:41 AM

Thanks Scotty.

Lonzo Lester, MBA, VCO, CPC
County Administrator
Russell County Board of Supervisors
137 Highland Drive, Suite A
Lebanon, VA 24266
Office: 276.889.8000
Cell: 276.880.4396
lonzo.lester@russellcountyva.us



www.russellcounty.us

On Thu, Oct 12, 2023 at 9:17 AM Scotty Wampler <swampler@cppdc.org> wrote:

FYI

Scotty Wampler, Executive Director
Cumberland Plateau PDC
P.O. Box 548
224 Clydesway Drive
Lebanon, VA 24266
276-889-1778
www.cppdc.org

Begin forwarded message:

From: Beth Rhinehart <brhinehart@bristolchamber.org>

Subject: **YOU'RE INVITED: Southwest Virginia Legislative Reception in Richmond**

Date: October 10, 2023 at 3:33:11 PM EDT

To: swampler@cppdc.org

YOU'RE INVITED

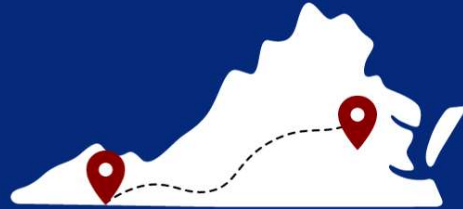
Southwest Virginia Legislative Reception in Richmond

January 31, 2024

05:30 PM EST

[Register](#)

YOU'RE INVITED



SOUTHWEST VIRGINIA LEGISLATIVE RECEPTION

JANUARY 31, 2024
5:30-7:30 P.M.

LIBRARY OF VIRGINIA
800 E. BROAD STREET | RICHMOND, VA 23219

CLICK HERE TO REGISTER



Date/Time

****Speaker details TBA**

Location

Library of Virginia
800 E. Broad Street
Richmond, VA 23219

[Register](#)



SAVE THE DATES!

**VACo/VML/VAPDC
Local Government Day**
Thursday, February 1, 2024
Richmond Marriott

**VACo/VML Legislative
Reception**
Thursday, February 1, 2024
Richmond Marriott

VACo Chairpersons' Institute
Friday, February 2, 2024 and
Saturday, February 3, 2024
VACo Headquarters

Join us for these important events.

Call VACo at 804.788.6652 for more information



NEWS OF INTEREST



The Voice of the
Commonwealth's Counties

(<https://www.vaco.org>)



Local Government Day

Thursday, February 1, 2024 Richmond Marriott Hotel

Virginia Association of Counties invites all County Supervisors to the VACo/VML/VAPDC Local Government Day. This is the day when all counties come together and advocate on behalf of our communities. Join us for Local Government Day!

Date: Thursday, February 1, 2024

Location: Richmond Marriott Hotel

(<https://book.passkey.com/event/50583276/owner/12987>)

Who should attend: ALL County Supervisors and staff are encouraged to register and attend.

Registration Fee

- \$100 Day Briefing Only (Noon – 2pm)
- \$100 Reception Only (530pm)
- \$150 Day Briefing and Reception

Agenda

- **9am** | VACo Board of Directors Meeting
- **10am** | Registration
- **1130am** | Lunch
- **Noon** | Local Government Day



- **Afternoon** | Visit the Capitol to speak with legislators
- **530pm** | Reception

Hotel Reservation Details: Lodging costs are not covered in the registration fee. Local Government Day is held at the Richmond Marriott Hotel, 500 East Broad Street, Richmond, VA 23219. Room rates start at \$179 (single room occupancy). To reserve a hotel room, call 800.228.9290 by January 9, 2024, with this code: **VACo Local Government Day** or reserve a room at this **Richmond Marriott Hotel link** (<https://book.passkey.com/event/50583276/owner/12987/home>).

Registration Form
(<https://www.vaco.org/wp-content/uploads/2023/11/LocalGovernmentDayRegistrationForm24.pdf>)

Register Online
(<https://netforumpro.com/eweb/DynamicPage.aspx?WebCode=LoginRequired&Site=VACo>)

Stay Informed

Sign up for periodic news updates and event invitations.

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(<https://www.vaco.org>)

Advocating, educating and empowering Virginia counties since 1934.

QUICK LINKS

ABOUT

CONTACT & CONNECT

› Team(<https://www.vaco.org/about/team/>) 1207 East Main



JEFFREY PALMORE
CHAIRMAN

ROBYN DE SOCIO
EXECUTIVE SECRETARY

CRAIG BURNS
STACI HENSHAW
EX-OFFICIO MEMBERS

COMMONWEALTH OF VIRGINIA

Compensation Board

P.O. Box 710
Richmond, Virginia 23218-0710

December 20, 2023

EMAIL MEMORANDUM

TO: The Honorable Lenny Millholland, President, Virginia Sheriffs' Association
The Honorable Anton Bell, President, Virginia Association of Commonwealth's Attorneys
The Honorable Michael Stephens, President, Treasurers' Association of Virginia
The Honorable Ann Burkholder, President, Commissioners of the Revenue Association of Virginia
The Honorable Teresa Dobbins, President, Virginia Court Clerks' Association
Derek Almarode, President, Virginia Association of Regional Jails
Michelle Gowdy, Executive Director, Virginia Municipal League
Dean Lynch, Executive Director, Virginia Association of Counties

FROM: Robyn M. de Socio, Executive Secretary

RE: **Overview of Compensation Board Funding Contained in the Governor's Recommended Budget Bills (FY24 Caboose and FY25/26 Biennial Budget)**

Attached please find an overview of Governor Youngkin's budget proposals submitted today to the General Assembly. Based upon our preliminary analysis, this overview presents items that directly affect Constitutional Officers and Aid to Localities funding on their behalf. If additional analysis is needed based on these and any other proposals found in the detailed budget document, we will make that available as soon as possible.

Please feel free to contact me or Charlotte Lee should you need additional information or have any questions concerning the enclosed summary.

Attachment

cc: Compensation Board Members
The Honorable Margaret "Lyn" McDermid, Secretary of Administration
Compensation Board Staff
Kelly Richards, Analyst, Department of Planning and Budget
John Jones, Executive Director, Virginia Sheriffs' Association
Amanda Howie, Executive Director, Virginia Association of Commonwealth's Attorneys
Jane Chambers, Director, Commonwealth's Attorneys' Services Council
Alan Albert, O'Hagan Meyer
John "Chip" Dicks, Gentry Locke
Patrice Lewis, Gentry Locke
Joseph Horbal, Legislative Coordinator, Commissioners of the Revenue Association of Virginia
Michael Edwards, Kemper Consulting
Dylan Bishop, Virginia Law Enforcement Sheriffs' Association
Janet Areson, Virginia Municipal League
Katie Boyle, Virginia Association of Counties

**OVERVIEW OF COMPENSATION BOARD FUNDING
INCLUDED IN THE GOVERNOR'S RECOMMENDED BUDGET
FOR FY24 (CABOOSE) AND FY25/26 BIENNIUM**

December 20, 2023

FY24 "Caboose" Budget Bill (HB29/SB29) Budget Proposals

Sheriffs and Regional Jails

- A \$1,472,297 reduction in funding is included based on the elimination of operating funds associated with the Bristol City Jail, which closed at the end of June, 2022;
- A \$776,393 reduction in funding is included based on the elimination of operating funds associated with the Hampton Roads Regional Jail, which is scheduled to close by April, 2024.

Jails

- A \$15 million reduction in per diem funding is included based on actual inmate population reductions and projected growth in jail populations in FY24.

FY25/26 Biennial Budget Bill (HB30/SB30) Budget Proposals

All Constitutional Officers

- Funding to support a 1% across-the-board salary increase for Constitutional Officers, Regional Jail Superintendents, Finance Directors and their Compensation Board funded employees, is included in the second year of the biennial budget effective July 1, 2025, as well as for state employees effective June 10, 2025;
- Additional funding is provided to support two 1% bonus payments to state supported local employees and state employees, effective December 1, 2024, and December 1, 2025;
- Additional funding of \$159,889 is included in each year of the biennium to support the additional cost of policy-based salary increases due to increased populations for Constitutional Officers whose localities met a population-based threshold (technical, salary amounts already implemented, specific amounts identified in detail by office below);
- Language is included in the biennial budget bill to move projected savings of \$9.4 million accruing from vacant positions in constitutional offices in the first year to a reserve fund, and to remove equivalent funds in the second year, whereby such amounts in the reserve fund can be utilized as needed to reimburse expenses incurred within established budgets for constitutional officers if vacancy levels are reduced and vacant positions are filled;
- No performance-based increases are included for Constitutional Officers and their employees or for state employees;
- No additional funding is included to address staffing standards or the restoration of prior salary fund reductions to unfunded or underfunded positions resulting from prior budget reductions.

Sheriffs and Regional Jails

- A \$1,472,297 reduction in funding in each year of the biennium is included based on the elimination of operating funds associated with the Bristol City Jail, which closed in June, 2022;
- A \$14,258,355 reduction in funding in each year of the biennium is included based on the elimination of operating funds associated with the Hampton Roads Regional Jail, which is scheduled to close by April, 2024;
- Additional \$35,440 in each year of the biennium is provided based on previously implemented population-based salary increases for Sheriffs in Prince Edward County and the City of Chesapeake;
- An additional \$500,000 in non-general funds from the Commonwealth Opioid Abatement and Remediation Fund is provided in the first year of the biennium on a one-time basis to establish a jail-based substance use disorder treatment program in local and regional jails;
- Additional \$1,269,332 in each year of the biennium is provided to fully annualize the cost of previously allocated behavioral health and medical treatment positions.

Jails

- A \$15 million reduction in per diem funding in each year of the biennium is included based on actual inmate population reductions and projected growth in jail populations over the next biennium.

Commonwealth's Attorneys

- Additional \$7,849 in each year of the biennium is provided based on a previously implemented population-based salary increase to the Commonwealth's Attorney in the City of Chesapeake.

Circuit Court Clerks

- Additional \$13,740 in each year of the biennium is provided based on a previously implemented population-based salary increase to the Circuit Court Clerk in Prince Edward County;
- A \$75,000 reduction is included associated with the elimination of language that provided for an online foreclosure listing pilot program in James City County.

Treasurers

- Additional \$51,430 in each year of the biennium is provided based on previously implemented population-based salary increases to Treasurers in Prince Edward and York Counties and the City of Chesapeake.

Finance Directors

- No program specific changes are included in the Governor's Budget Bill recommendations.

Commissioners

- Additional \$51,430 in each year of the biennium is provided based on previously implemented population-based salary increases to Commissioners of the Revenue in Prince Edward and York Counties and the City of Chesapeake.

Administration

- No program specific changes are included in the Governor's Budget Bill recommendations.

Russell County BOS

VDOT Update

January 2, 2024

Board Action Requests

Assuming the Board acted on the coal severance tax resolution last month, the Residency has no requests for action this month.

Maintenance Activities - Completed

Maintenance activities were largely focused on tree removal / clean-up, brush cutting, working gravel roads and responded to multiple small winter weather events.

- Maintenance work (spreading gravel, blading) was conducted on Routes 618, 621, 661 and 721.
- Shoulder repairs were completed on portions of Route 80.
- Tree clean-up / removal was completed on Routes 603, 640, 643 and 645.
- Boom Ax / Tree Trimming & Brush cutting operations were completed on portions for the following routes: 620, 646, 647, 653, 661, 692 and 743.

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 (Reference previous requests for resolution)
- Debris removal on various routes (down trees and rocks/slides).
- Removal of dead trees on Routes 80 (Hayter's Gap), 71, and 65.
- Pipe replacement on Route 615.
- 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

The residency is beginning plan sketch preparation and initiating the environmental review process for projects planned for the coming construction season.

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.

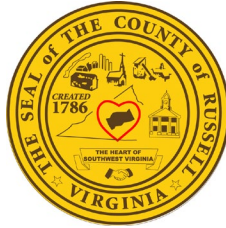


**RUSSELL COUNTY
VIRGINIA
REQUEST FOR PROPOSALS
(RFP)**

General Reassessment of Real Property

The County of Russell, Virginia is soliciting proposals from qualified firms to provide services to complete the 2025 General Reassessment of Real Property in the county. The General Reassessment must be completed in accordance with Section 58.1-3252 of the Code of Virginia, 1950, as amended. Proposals will be received by the County Administrator, Government Center, 137 Highland Drive, Suite A, P.O. Box 1208, Lebanon, Virginia 24266 until 3:00 P.M. on January 31, 2024 at which time proposals will be opened. Proposals shall be clearly marked on the outside envelope: "Russell County General Reassessment of Real Property RFP." It shall be the proposer's responsibility to determine their method of transmittal such that their proposal will arrive in the County's office prior to the scheduled deadline. A copy of the RFP at Lonzo.lester@russellcountyva.us. The request for proposals, the awarded proposal, and negotiated agreement will be become part of the contract documents. Any questions concerning the RFP, please call 276-889-8000.

RUSSELL COUNTY VIRGINIA



Request For Proposal (RFP) **for** **General Reassessment Services**

Issue Date: January 2, 2024
Proposal Due Date and Hour: January 31, 2024, at 3:00 PM

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

COUNTY OF RUSSELL, VIRGINIA

ISSUE DATE: January 2, 2024

General Reassessment Services

(TO BE COMPLETED AND RETURNED)

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Lonzo Lester, County Administrator, Phone: (276) 889-8000; faxed to (276) 889-8011, or e-mail: lonzo.lester@russellcountyva.us.

DUE DATE: Sealed Proposals will be received by **January 31, 2024**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed, or hand delivered to: **Russell County Administration, 137 Highland Drive, Suite A, P.O. Box 1208, Lebanon, Virginia 24266.**

COMPANY INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

NOTICES

Copies of the Proposal Documents may be obtained at the County Administrator's Office located in the County Office Building 137 Highland Drive, Lebanon, Virginia at no charge. The RFP may also be requested with Lonzo.lester@russellcountyva.us.

This service is being competitively offered to comply with the requirement that the County obtain a general reassessment of all real property no less frequently than every six years and December 31, 2024 will complete the current six-year cycle.

Inquiries regarding this solicitation should be directed to Lonzo Lester, County Administrator at E-Mail: lonzo.lester@russellcountyva.us.

SCOPE OF SERVICES

The purpose of this RFP is to establish a contract with a qualified firm, hereinafter called the "Contractor" to provide data collection services for all real estate parcels in Russell County, Virginia. The Contractor shall be properly licensed by the Virginia Department of Professional and Occupational Regulation's Appraisal Board. The collection of data shall be provided with an emphasis on accurately reviewing, and describing each of the approximately 22,405 parcels of land in the County. At a minimum, the Contractor will either (1) use Pictometry to evaluate, measure, inspect and record data from each parcel for which Pictometry is available or (2) physically visit, inspect, and record data from each parcel for which Pictometry is not available. The Contractor shall always be expected to perform their services in a professional manner that promotes exemplary public relations.

Basic work to be performed by the Contractor:

Personally inspect each parcel of property in the County (either through Pictometry or through site visit), digitally recording its ownership, physical address, the property lines, all improvements, signs, tanks, portable structures, etc. and any other elements of value.

During physical site visits, make a complete exterior and reasonable interior inspection which will include measuring and sketching each residence and all other buildings to the nearest tenth of an inch. Measure all site improvements. Digitally photograph the front and rear of each residence, including mobile and manufactured homes, and any other improvements that exist on the property.

COUNTY OF RUSSELL

General Reassessment Services

I PURPOSE: The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation with a professional appraisal firm to complete a general reassessment of real estate in the County of Russell, Virginia herein after referred to as “County.”

II BACKGROUND:

A. **General:** The County is located in Southwest Virginia. The County is governed by an elected seven member Board of Supervisors who appoints a County Administrator.

B. **Specific:** Russell County is approximately 477 square miles and has approximately 26,681 Pictometry parcels which includes: 22,405 real estate parcels; 898 Mineral parcels; 2,415 mobile home parcels, and 963 non-taxable parcels. The last general assessment was effective January 1, 2019. The Commissioner of the Revenue is Randy Williams.

III STATEMENT OF NEED: The County desires the services of a Contractor that can provide a complete reassessment of all property within Russell County, Virginia, and the classification of all real property in accordance with State requirements, excluding public service properties. Values shall be at one hundred percent (100%) of fair market value as required by the laws of the Commonwealth of Virginia.

Offerors are being requested to provide line item pricing, breaking down and defining each component/item. The Contractor must be able to use the County’s computerized property valuation system. The County will provide computer hardware, access to the County’s software, and office space. Offerors are requested to include a per parcel rate to be used for invoicing purposes if the Contractor completes more or less parcels than listed in the above total. Offerors are requested to include a “not to exceed” price to complete all work for this project.

IV REQUIREMENTS:

A. Contractor Requirements:

1. **Tasks:** The Contractor, as a minimum, will be responsible for the following requirements. Each Offeror is requested to submit their proposal methodology, operational plan, and pricing, outlining how each of the following requirements will be performed. Offerors are requested to include their definition of each of these components.
 - a) Project Planning.
 - b) Perform Market/Sales Data Analysis/Calibrate Cost/Depreciation Tables.
 - c) Field Work/Data Collections.
 1. On Site Visits to properties is required to for the collection of field data of all residential & commercial properties, taxable and nontaxable.
 2. Data entry of all missing fields and update information into county computer system.
 3. General values and perform statistical analysis.
 - d) Evaluation Review & Proofing.
 - e) Monthly Status Reports for County.
 - f) Preliminary Evaluation.
 - g) Informal Assessor Hearings.
 - h) Formal Hearings with Board of Equalization.
2. **Schedule/Time frame:** Offerors are to state their proposal schedule for completing the tasks as outlined above. The entire reassessment process must be completed by December 31, 2024. All fieldwork and preliminary appeals must be completed and complete reassessed values must be to the Board of Equalization (BOE) upon their appointment. The 10% retainer will be withheld if all work is not finished by December 31, 2024.
3. **Delays:** The Contractor will not be held responsible for any delays resulting from hardware or software failures caused by the County.
4. **Sales Data:** The Contractor will complete a comprehensive sales analysis prior to the appraisal of any real property in the County. This analysis will contain sufficient number and variety of valid real estate transactions to establish a basis of comparability. Pertinent information regarding these transactions will be recorded in a format agreed upon by the contractor and the County, and the results will be presented to the County as agreed upon in their Contractor’s proposed time frame as accepted by the County. This sales analysis will be available for public inspection and shall become the

property of Russell County at the completion of the reassessment. This work will be ongoing to include valid sales up to **September 2024**.

5. **Sales and Feature Tables:** The reassessment will be conducted using the County's computerized property valuation system. The program value over rides will not be allowed. The Contractor will be required to become sufficiently familiar with this system in order to update the system.
6. **Appraisal Cards:** The County will provide field appraisal cards. The cards will be provided at the beginning of the project and all appraisals will be recorded using these cards. The cards shall show factors upon which value is based, such as, construction, age, size; condition, depreciation, of each building or structure. The cards may also contain an outline or sketch of all major building improvements and will also display pricing data for each building along with the owner's name, address, legal description and map number. Some data required by the county system may not be included on the cards. The Contractor will be required to gather this data as part of their fieldwork. Clerical staff, under the supervision of the contractor, will be responsible for updating the County's assessment data files, and new values will be generated solely from the computerized assessment system. County reserves the right to periodically check Contractor's work for accuracy and conformance with County's requirements.
7. **Mobile Homes:** The County will provide field record cards for all mobile homes assessed in the County. The location shall be identified by tax map number and/or site address. Mobile homes must be appraised by the contractor. The Contractor shall provide the County with a monthly report indicating those mobile homes that are not found. The Contractor shall also generate a new field appraisal card showing the make, size, condition, estimated model year of manufacture, owner, site address, tax map number of any mobile homes found by the Contractor that have not been placed on record by the County at the time of the contractor's field inspection. Copies of these new field appraisal cards shall also be provided to the County on a monthly basis.
8. **Residential Properties:** The contractor shall complete an exterior inspection of each residence. The inspector will confirm, correct, or gather information to complete all information requested on the field appraisal cards, including the exterior dimensions which produce the sketch. The Contractor will observe and adjust for such factors as exterior condition, physical depreciation, functional and economic obsolescence, and general quality of construction. All information so gathered shall be recorded on the field appraisal cards.
9. **Farm Properties:** The Contractor will confirm, correct, or gather information to complete all fields on the field appraisal cards, including the exterior dimensions which produce the sketch. All farm buildings and structures will be noted as additional features on the card, and these improvements shall be appraised at their fair market value. .
10. **Commercial Properties:** The Contractor will confirm, correct or gather information to complete all fields on the field appraisal cards. To the extent that such information is available replacement cost, less any physical depreciation, functional or economic obsolescence; income and expense data; and market data will be used in combination to assist in appraising with the property. The Contractor shall review and update the improvements.
11. **Apartments:** All apartments of four or more connected dwelling units designed or redesigned for rental occupancy and all groups of apartment buildings are to be classified as apartment property.
12. **Industrial Properties:** Industrial plants shall be appraised in the same manner as other commercial properties. All yard improvements shall be listed individually and a sketch shall be made and shown in their proper location and size with the name of the building as known to the industry shown. The Contractor will confirm, correct or gather all information necessary.
13. **Tax Exempt Properties:** The Contractor will confirm, correct or gather information to complete all fields on the field appraisal cards. To the extent that such information is available replacement cost, less any physical depreciation, functional or economic obsolescence; will be used in combination to assist in appraising tax exempt properties.
14. **Mineral Rights and Mineral Lands:** The Contractor will confirm, correct, or gather information to complete all fields on the field appraisal card.
15. **Cell Towers:** Cell towers shall be appraised at market value in the same manner as Commercial properties using acceptable appraisal standards. The County will provide the contractor with a listing of cell towers that differentiate between those towers assessed locally and those towers assessed by the SCC.
16. **New Construction/Property Splits/Boundary Adjustments:** The Contractor shall coordinate efforts with the County Assessor in appraising new construction, additions, property splits, and boundary line adjustments. Every reasonable effort will be made to ensure that this function is not duplicated by the firm or by the jurisdiction or omitted by both. The proposal shall include an estimated deadline for completion of new construction by the Contractor.
17. **Notification:** Residents will be notified, either in person or by printed material left on the property when their dwelling/property is inspected by an appraiser. Printed material must indicate a contact person's name with a listed phone number indicating where to reach the appraiser.
18. **Contractor Qualifications and Personnel:** The County shall have the right to review and approve all personnel involved in the appraisal of real property in Russell County. It should be noted that all appraisers serve at the discretion of Russell County and the terms of the final contract between the contractor and the County of Russell shall clearly empower the County to remove unsatisfactory appraisers from the project. The Contractor shall meet qualifications and criteria

established for such work by the Commonwealth of Virginia.

- a) The Contractor must employ a sufficient number of qualified and experienced employees, at all times, to perform the work expeditiously on a timely and controlled basis. Complete instruction and direction of all members of the personnel connected with the reassessment shall be supplied by the Contractor. (Offerors are requested to include in their proposal the names and qualifications of individuals that will be working on this project).
 - b) The Contractor shall make personnel available on-site during normal working hours in the office provided by the County.
 - c) No employee of the Contractor is to be deemed an employee or agent of the County and is not entitled to any benefits from the County. The Project Manager in charge of this appraisal program and other key personnel shall not be transferred away from the County and the work to be performed under this contract, or shifted, or replaced, without the written consent of the County having been first obtained. The County has the right to approve or reject all personnel working on the project.
 - d) All field personnel shall display a personal identification badge that shall include name, photograph, company name, County name and employee's title and signature.
 - e) All field personnel shall be employees of the Contractor. The County Assessor, including any assistants, will work closely with the Contractor's employees.
 - f) The Contractor's appraisal personnel responsible for final values should preferably have a minimum of three (3) years of experience in providing services similar to our requirements. Other field personnel not responsible for actual values, may be employed at the discretion of the contractor, without the 3 year experience requirement.
 - g) The Contractor shall provide the name, title, address, e-mail address and telephone/facsimile number of the primary contact for our account if awarded the contract.
 - h) The Contractor must be licensed to perform reassessment services as required by the applicable rules, regulations, and laws of the Commonwealth of Virginia.
19. **Laws to be Observed:** The Contractor is assumed to be familiar with all Federal, State and local laws, codes, ordinances and regulations which in any matter affect those engaged or employed in the work or in any way affect the conduct of work. No plea of understanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of the contract. The Contractor shall at all times observe and comply with all Federal, State, and local laws, orders, codes, ordinances and regulations in any manner affecting the conduct of the work and the Contractor shall indemnify and save harmless the County, its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order of decree, whether by Contractor or its employees, or anyone acting in the Contractor's behalf.
20. **Vehicle Identification:** The Contractor shall submit a listing of all regularly used vehicles, driver's name, description and vehicle tag number to the Russell County Sheriff's Office, The Lebanon Police Department and the Honaker Police Department at the beginning of the job. Vehicles shall be provided by Contractor.
21. **Public Relations:** The Contractor and its employees shall endeavor to promote friendly relations with taxpayers and the general public. Any news releases, media interviews, brochures and other publicity or public information must be approved by or issued by the County.
22. **Public Input: Pursuant to the requirements of Section 58.1-3330 of the Code of Virginia, 1950, as amended, all property owners in Russell County shall be notified of changes in assessed values of their property. Following this notification, the appointed Contractor shall hold informal hearings to meet with property owners in order to explain, discuss and hear appeals concerning values established. An ample number of hearing days shall be allotted by the Contractor to handle the entire number of appeals filed by property owners and include a minimum of fifteen-days (15) days following the mailing of notices of the change in assessed value. Property owners shall be able to file their appeals of their assessments via phone call, letter, in person, or electronically. The Contractor shall keep a log/spreadsheet of all appeals received indicating property owner, date of appeal, method of appeal and disposition of appeal. The Contractor shall respond to all appeals received, postmarked, or time stamped within the allotted fifteen-days (15) days or additional time if warranted due to a heavy volume of appeals. It is the intent of the County that all appellants shall receive an informal hearing prior to an appeal to the Board of Equalization. A minimum of fifteen (15) minutes shall be allotted by the Contractor for each appeal according to the number and type of properties they are appealing. An ample number of qualified assessors shall be on-site to hear appeals. Hearing dates and times shall be varied during the appeal period. A minimum of two (2) weekdays shall include night hours until 7 p.m. and at least two (2) Saturdays shall be provided for appeals of at least four (4) hours each. The Contractor shall ensure that assessors hearing appeals endeavor to explain and demonstrate to each appealing property owner how they arrived at the changes in assessed values. The Contractor shall use sales studies, aerial photography, sales of comparable properties among other things to demonstrate how the appealed assessed value was reached. Appealing property owners shall be advised when to expect a notice from the assessor(s) of any changes or no changes to assessed values due to the filed appeal. Following such meetings with property owners, the Contractor shall make any necessary field reviews of disputed properties and shall make any appropriate adjustments in value. Notices of**

any changes/no changes in assessed values as a result of the filed appeals shall be mailed to the property owners before December 15, 2024.

23. **Board of Equalization:** Following the general reassessment, the County is required by law to appoint a Board of Equalization (BOE). The BOE shall establish meeting dates, times and places, to receive complaints from property owners regarding appraised values. The Project Manager or representative will be available as needed for consultations and questions resulting from the meetings of the BOE and all informal hearings following the completion of the work until all complaints are heard and disposed of, to assist in the settlement of complaints and to defend the values placed upon the various properties. These services shall be provided at no additional cost to the County in the case of complaints as to assessed valuations.

24. **Printing:** Except as previously noted, the Contractor shall be responsible for the printing cost associated with the reappraisal project. Printing shall include notices of value and other required forms. Public information pamphlets, if done, are the County's responsibility. It shall be the joint responsibility of the County and the Contractor to design these items. The County shall have all final approval on all materials sent to County residents

25. **Valuation Methodology:**

A. Valuation General

The contractor shall compute to the nearest one-hundred dollars (\$100) the value of all properties identified in these specifications. A minimum of two approaches to value from the following three: market, cost or income, must be employed for all income-producing property. Income-producing property includes, but is not necessarily limited to, the following types: primarily commercial multiple-use properties; apartments over eight units; hotels and motels; storage, warehouse and distribution facilities; discount and department stores; shopping centers and malls; supermarkets; small retail properties; office buildings; medical office buildings; research and development facilities; and properties within industrial parks.

All valuation testing must be reviewed and approved by the assessors before the commencement of valuation production. The requirements for each of the three major approaches to value, land valuation and personal property valuation are outlined in the following:

1. Residential Property

a) Comparable Sales

The contractor shall employ a comparable sales valuation approach. The contractor's analysis of the factors used to select comparable sales shall be provided to the assessor for their review prior to valuation.

b) Cost Approach

The contractor shall analyze local building costs and trends and shall revise the replacement cost pricing schedules to be used in determining the valuation of appropriate properties.

Subsequent to the selection of replacement cost pricing schedules and the establishment of land values, the contractor shall analyze the sales of improved properties in order to derive an estimate of physical and functional depreciation and economic obsolescence.

After this analysis, depreciation tables, based upon the condition, desirability, and usefulness of a building relative to its actual age, shall be revised as necessary. After approval by the assessors, these tables shall be used to estimate the depreciation of comparable subject properties.

2. Commercial/Industrial Property

a) Cost Approach

The contractor shall analyze local building costs and trends and shall revise the replacement cost pricing schedules to be used in determining the value of appropriate properties.

Subsequent to the selection of replacement cost pricing schedules and the establishment of land values, the contractor shall analyze the sales of improved properties in order to derive an estimate of physical and functional depreciation and economic obsolescence.

After this analysis, depreciation tables, based upon the condition, desirability, and usefulness of a building relative to its actual age, shall be revised as necessary. After approval by the assessors, these tables shall be used to estimate the depreciation of subject properties.

b) Income Approach

The contractor shall review and analyze current income and expense information furnished by parcel owners, prepared as a result of property owner interviews or obtained from third party sources, giving due consideration to factors affecting the valuation of income-producing properties. A report containing documentation to support the development and derivation of rent schedules, expense ratios and capitalization rates shall be submitted to the assessors for review prior to the commencement of valuation field review activities. The County will pay postage for mailing requests for income data.

A value determined by any of the accepted methods for the income approach to valuation shall be made for each income-producing property.

c) Comparable Sales

The contractor shall employ a comparable sales valuation approach. The contractor's analysis of the factors used to select comparable sales shall be provided to the assessors for their review prior to valuation.

d) Land Valuation

The contractor shall analyze recent sales of comparable properties either within the County, or within an agreed upon area of the state, and/or land residuals if there are insufficient sales. The contractor shall evaluate all factors affecting the market value of lots and parcels including the quality of the neighborhoods, zoning restrictions, size, frontage, depth, shape, topography and all other factors considered relevant in the establishment of land values. Based on this analysis, the contractor shall develop appropriate land base unit values and shall establish land valuations for each parcel of real property within the scope of these specifications

B. County Requirements: The County will provide the following:

1. Office Arrangements: Offerors are requested to submit a recommendation as to their estimated requirements for office arrangements. The County will be responsible for providing the agreed upon office arrangements. The County will furnish all necessary utilities such as power, water, heat, air conditioning, computer hardware and local telephone service.
2. Computer Workstations: Offerors are requested to submit a recommendation as to their requirements for computer workstations. The County will be responsible for providing the agreed upon computer workstations. A workstation will be provided for clerical staff.
3. Forms and appraisal cards: The County will provide the Contractor with appraisal cards and data collection forms as described above.
4. Tax Maps: A complete set of tax maps for use by the contractor and access to map updates and property records. A digital version of this information can also be provided.
5. Postage: Mailing of the notices of change in assessed value after said notices are prepared and delivered to the County by the contractor. The County will be responsible for the postage necessary for mailing notices of value.
6. Pictometry, Topography, Flood Plain Maps: Access to these can be provided by the County. Pictometry is detailed oblique aerial photography that shows buildings, land, etc. Measurements including height, length, and width can be taken directly from the Pictometry.

C. Termination of Contract: The contract may be terminated by the County for the following reasons:

1. Failure of the Contractor to start the work on the date specified.
2. Reasonable evidence that the progress being made by the Contractor is insufficient to complete the work within the specified time at the sole discretion of the County.
3. Failure on the part of the Contractor to comply with any requirement of the contract.

Before the contract may be terminated, the Contractor and its surety must be notified in writing by the County of the conditions which make termination of the contract imminent. Ten (10) days after this notice is given, if a satisfactory effort has not been made by the Contractor or its surety to correct the condition, the County may declare the contract terminated, notify the Contractor and its surety accordingly, and pursue any right and remedy under contract and bond (s).

In the event the contract is terminated, the County reserves the right to take possession of all completed work, work in progress, material, software, documentation, or any other part of the work, to account for said work and material and to use the same to complete the project in accordance with the contract specifications and the provisions and conditions of the bond (s) attached to the contract.

D. Contract Administration:

1. The Contract Administrator, designated by the County, for this contract and shall use all powers under the contract to enforce its faithful performance.
2. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by Russell County through a written amendment to the contract.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to:

Lonzo Lester, MBA, CPC, VCO
County Administrator
137 Highland Drive
P.O. Box 1208, Suite A
Lebanon VA 24266

Identify on outside of envelope: **Russell County General Reassessment RFP**

RFP Due date/Opening date and hour: **February 1, 2024, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. **Proposal Preparations:**

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the County.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. **Client References:** Offerors must provide at least three governmental client references in which work

completed is comparable to the requirements contained in this RFP. Submit a Client Reference to include name of entity where services were performed, name of contact person and valid phone number of the contact. Also include exit ratios, percentage of hearings and percentage of appeals to BOE. Offerors shall provide a complete list of ALL general reassessment services they have completed within the past five years. This information is to include the agreed upon contract price for each public body and the number of parcels that were appraised.

3. **Method and Plan:** Offeror's shall submit a method and plan outlining:
 - a. How the requirements contained in this proposal will be met. This is the Offeror's proposed plan.
 - b. The Offeror's proposed methodology for meeting the requirements of this RFP.
 - c. Itemized list with prices of all services to be provided.
 - d. Approximate date work will begin and end.
 - e. The qualifications, experience, and background of the personnel to be used to complete the requirements of this contract.
 - f. Discuss the possibility of the contractor hiring local clerical to carry over to the BOE be a condition of employment.
4. **Offeror's Experience and Work Load:** The County is requesting that Offerors include with the proposal a complete list of all contracts awarded during the past five years. The information must include the amount of the contract award and the actual amount paid elaborating on the reason for the difference. Sales ratio study information shall be provided for each job. The County is requesting this information to determine how complete Contractors are in providing pricing information for a proposal and how that pricing information relates to actual expenses paid. The County will not allow unwarranted contract modifications or purchase order changes for items that should have been addressed prior to awarding a contract. This information will be evaluated and could have an impact on the award decision.
5. **Pricing.** Offerors are requested to provide pricing on a per parcel basis. Offerors must convey to the County how the county will be invoiced if the number of parcels appraised exceed the number originally quoted in the RFP. Offerors must also convey to the County how the County will be credited if the number of parcels appraised are less than the number originally quoted in the RFP.
6. Other information that the Offeror believes pertinent for consideration.
7. **Exceptions to request for proposals:** Any Offeror taking exception to any section of this Request for Proposal must clearly state the exception in writing.

VI. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Russell County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Russell County may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should Russell County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment B for sample contract form.

B. Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

Each proposal will be evaluated on the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Price	15
2. Proposed methodology for completing the reassessment	20
3. Operating plan including staffing, timeframe, quality control, use of technology, oversight public relations in providing a solution to meet the County's requirements	25
4. Relevant Experience	25
5. References	15

VII PRICE SCHEDULE: Offerors are requested to provide pricing per item listed in itemized pricing, including all tasks identified.

The pricing schedule must include an itemized listing of all fees for each component of this project.

VIII CONTRACT ADMINISTRATION:

Lonzo Lester, County Administrator representing the Russell County, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the County Administrator through a written amendment to the contract.

IX PAYMENT PROCEDURES:

1. **Proposed method of payment:** Offerors are requested to submit their recommendation as to how they are to be paid.
2. **Retainer: a 10% retainer will be withheld from each invoice.** A final payment of the retainer will be made to the Contractor after final acceptance of all work.
3. The County will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Russell County Board of Supervisors
Attn: Lonzo Lester
137 Highland Drive
Lebanon, VA 24266

3. Deliverables: All documents, reports, records, data or other materials, in whatever form, manual or mechanized, obtained or produced during the performance of this project shall be the sole property of the County and shall be delivered during an appropriate phase of or at the conclusion of the project, as set forth in these specifications or by the assessor. The documents, reports, records, data and other materials shall include, without limitation, the specific deliverable products listed below:
 - 1) A property inventory record for each parcel and account,
 - 2) Any sales ratio studies developed during the project,
 - 3) A detailed cost manual,
 - 4) The depreciation schedule and source of information used for its development,
 - 5) All materials and documentation used on the land valuation effort,
 - 6) Field review documents which reflect original proposed value, adjusted proposed value, and any notes relative to action taken from public disclosure activities,
 - 7) All manual and computerized reports which support values and valuation formulas,
 - 8) Documentation of all procedures used throughout the project.

X **CONTRACT PERIOD:** The term of this contract is for the anticipated time frame for reassessment services that will begin February 2024 and be completed by December 31, 2024. Russell County reserves the right to renew for an additional assessment period as negotiated.

ATTACHMENT A
TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Russell County will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Russell County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **PERFORMANCE AND PAYMENT BONDS:** The successful Offeror shall deliver to the Russell County Administrator executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with Russell County as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Russell County Purchasing Department. Standard bond forms will be provided by the Russell County Administrator prior to or at the time of award.
4. **CANCELLATION OF CONTRACT:** Russell County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:
Russell County Administrator
137 Highland Drive
Lebanon, VA 24266
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Russell County Purchasing Department.
6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Russell County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Russell County, or to otherwise act on behalf of Russell County, except as Russell County may expressly authorize in writing.
7. **INSURANCE:**
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Russell County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Russell County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00The contractor agrees to be responsible for, indemnify, defend and hold harmless Russell County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Russell County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
8. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
9. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
10. **OWNERSHIP OF DOCUMENTS AND RECORDS:** Upon full payment to the Contractor, all concepts, ideas, plans specifications, management systems and approaches, records, reports, documents and other materials, including those in electronic form, (the "Documents") prepared by the Contractor under the terms of this agreement shall become the exclusive property of the County, however the Contractor's liability will be limited to the original

intended use of the Documents. All materials shall be delivered to Russell County in usable condition after completion of the work, and prior to submission of the invoice for payment.

11. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Russell County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Russell County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
12. **LIQUIDATED DAMAGES, GOODS AND NONPROFESSIONAL SERVICES:** Delivery is required not later than December 31, 2018. It is understood and agreed by the Offeror that time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in the proposal document. In the event these specified supplies, services, materials or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, the sum of \$1000 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence or default on the part of Russell County, public enemy, war, embargo, fire or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as Russell County deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, Russell County may extend the time for performance of the contract or delivery of goods herein specified, at Russell County's sole discretion, for good cause shown.



Lonzo Lester <lonzo.lester@russellcountyva.us>

Flight Costs

1 message

John Atkinson <john.atkinson@eagleview.com>
To: Lonzo Lester <lonzo.lester@russellcountyva.us>

Thu, Dec 28, 2023 at 11:49 AM

Hi Lonzo,

Please find attached the quote for the flights we discussed. Please note:

- This is based on three flights over six years. There would be one flight in 2024, 2026 and 2028.
- The quote contains the software, imagery, training and our Disaster Response Program
- There is no user limit on this proposal and it can be used by your reassessment vender. The imagery can also be shared with other departments in the County.
- The County will have the choice to make the imagery public facing. This is not a requirement but some of your neighboring Counties are providing this service to their residents today.
- I have included Change Detection based on 33,000 parcels. We bill this based on the parcel county so this figure could change. We would be comparing the 2024 imagery to the 2018 imagery to show Terry where there has been change. You will also get a new building outline layer that can be used by GIS and your 911 center.
- This proposal also includes the previous imagery we have of the County.

If you want to schedule sometime to review please let me know.

Thank you,

John


John Atkinson



District Manager VA, MD, DE, WV and DC

M 703.532.7838

john.atkinson@eagleview.com

 **Russell County VA 3 Flights over 6 years with Change Finder 12-28-23.pdf**
538K



Budget Proposal

Multi-Project Summary
3 Projects over 6 years

Proposal For: Russell County VA
Project Name: Imagery with Change Finder and EV Cloud
Contract Term: 6 Years
Number of Projects: 3

EagleView Rep: John Atkinson
Expiration Date: 3/31/2024
Target Capture: 2024-a-Winter

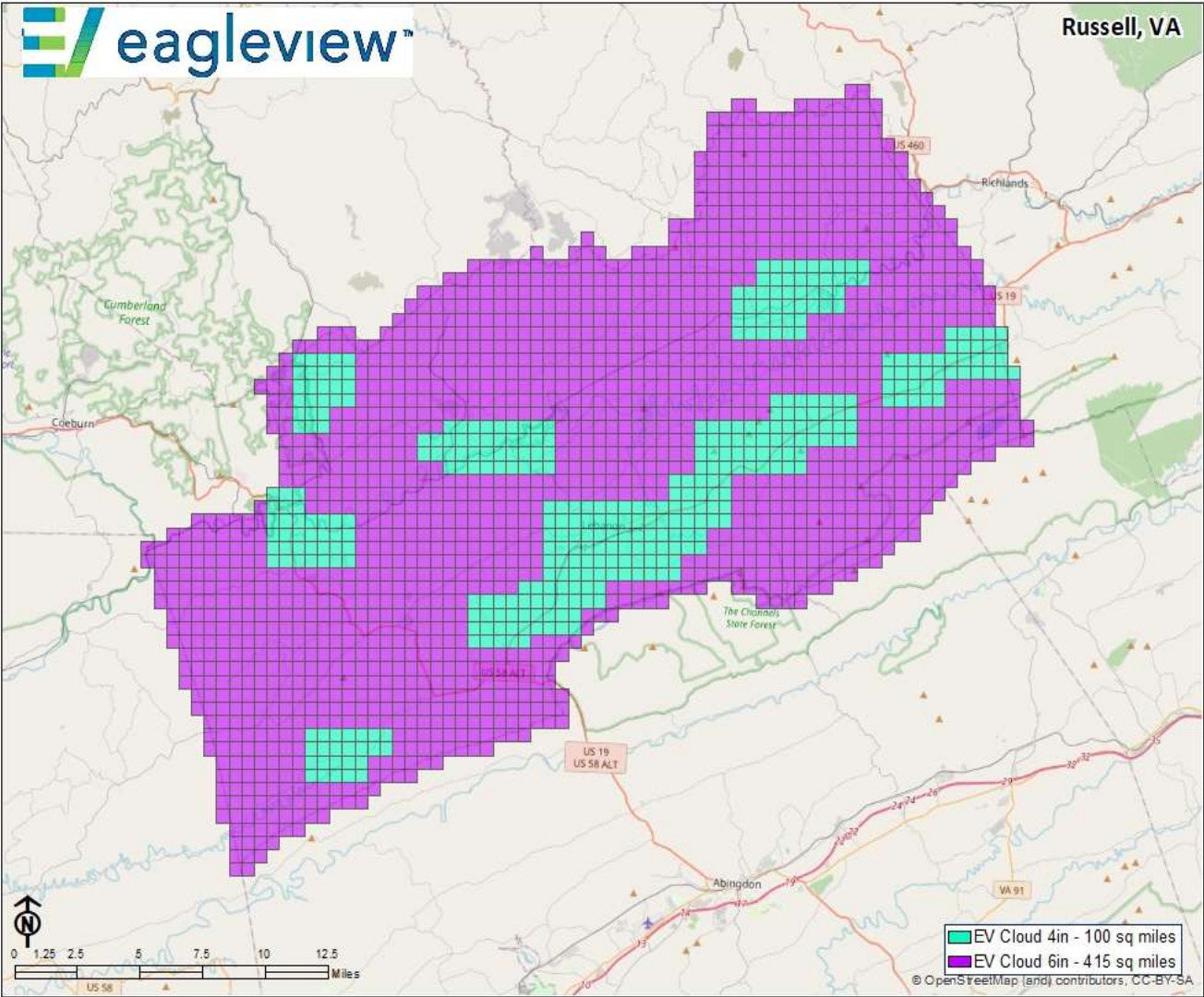
Qty	Product
100	Eagleview Cloud Imagery 4"
415	Eagleview Cloud Imagery 6"
33,000	Change Detection- Includes Building Outlines and Connect Assessment Software
1	Eagleview Cloud Software (two years of access)
1	Integration Bundle
1	Early Access
1	Authorized Sub-divisions
1	Physical Ortho and Oblique Delivery
21	Capture History
1	Disaster Response Program
1	FutureView Advanced Training
Project #1 Total	
Payment	
	\$109,084.70
	\$109,084.70



Budget Proposal

Qty	Product
100	Eagleview Cloud Imagery 4"
415	Eagleview Cloud Imagery 6"
33,000	Change Detection- Includes Building Outlines and Connect Assessment Software
1	Eagleview Cloud Software (two years of access)
1	Integration Bundle
1	Early Access
1	Authorized Sub-divisions
1	Physical Ortho and Oblique Delivery
21	Capture History
1	Disaster Response Program
1	FutureView Advanced Training
Project #2 Total	
Payment	
\$109,084.70	
\$109,084.70	

Qty	Product
100	Eagleview Cloud Imagery 4"
415	Eagleview Cloud Imagery 6"
33,000	Change Detection- Includes Building Outlines and Connect Assessment Software
1	Eagleview Cloud Software (two years of access)
1	Integration Bundle
1	Early Access
1	Authorized Sub-divisions
1	Physical Ortho and Oblique Delivery
21	Capture History
1	Disaster Response Program
1	FutureView Advanced Training
Project #3 Total	
Payment	
\$109,084.70	
\$109,084.70	



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COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the "Agreement") made and entered this ____ day of October, 2023, by and among the **COUNTY OF RUSSELL, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **TATE USA INC.**, a [state of creation] [type of entity] [authorized to transact business in the Commonwealth] (the "Company"), the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY ("VEDP")**, a political subdivision of the Commonwealth, and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF RUSSELL, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth. [NEED TO CONFIRM THE ENTITY THAT WILL BE RESPONSIBLE FOR THE CAPITAL INVESTMENT AND NEW JOBS.]

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$700,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to expand, equip, improve, and operate an existing 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;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of the Company regarding Capital Investment and New Jobs;

WHEREAS, the construction, expansion, equipping, improvement, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately \$14,850,000, of which approximately \$14,150,000 will be invested in machinery and tools, and approximately \$ 700,000 will be invested in furniture, fixtures and business personal property;

WHEREAS, the construction, expansion, equipping, improvement, and operation of the Facility will further entail the creation and Maintenance of 170 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF 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 purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building construction, expansion, improvement and up-fit by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of September 1, 2023.

“Capital Investment Target” means that the Company has made or caused to be made and retained Capital Investments of at least \$14,850,000.

“Fund” means the Commonwealth’s Development Opportunity Fund.

“Maintain” means that the New Jobs will continue without interruption from the date of creation through the date that the level of achievement of the New Jobs Target is being tested, including 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.

“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 \$52,020. 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.

“New Jobs Target” means that the Company has created and Maintained at least 170 New Jobs.

“Performance Date” means December 31, 2027. If the Locality, in consultation with VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, on or before the Performance Date, the Locality may request an extension of the Performance Date by up to 15 months. Any extension of the Performance Date shall require the prior approval of the Company and the Board of Directors of VEDP (the “Board”). If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and VEDP and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“Performance Report” means a report to be filed by the Company in accordance with Section 5. The “Final Performance Report” is to be filed within 90 days after the Performance Date. As noted in Section 5, the Locality, the Authority and VEDP may each request a Performance Report at other dates prior to the Performance Date.

“Targets” means the Capital Investment Target and the New Jobs Target, all to be achieved as of the Performance Date.

“VCEDA” means the Virginia Coalified Economic Development Authority.

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

Section 2. Targets; Statutory Criteria.

(a) *Targets:* The Company will construct, expand, equip, improve, and operate the Facility, and achieve the Targets.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth:* The Locality, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to “Residents” of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least \$52,020 is more than the prevailing average annual wage in the Locality of \$45,303. The Locality is a high-unemployment locality, with an unemployment rate for 2022, which is the last year for which such data is available, of 3.6% as compared to the 2022 statewide unemployment rate of 2.9%. The Locality is a high-poverty locality, with a poverty rate for 2021, which is the last year for which such data is available, of 18.4% as compared to the 2021 statewide poverty rate of 10.3%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Agreement, the Governor, his campaign

committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than \$100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

(e) *Support for Virginia's and Locality's Economic Development Efforts:* Recognizing that it is in the best interest of all parties for the Commonwealth and the Locality to achieve sustained economic growth, the parties will periodically engage with one another to advise on economic development strategies and initiatives for the Commonwealth and the Locality, such as promoting the attributes of the Commonwealth and the Locality as places to do business, or highlighting important industry trends and/or business development opportunities that the Commonwealth or the Locality may wish to pursue. Such engagement would include the Company's participation in occasional business retention and expansion visits from VEDP personnel, as deemed appropriate based on the project parameters and nature of the incentives provided to the Company.

(f) *Compliance with Environmental Laws:* The Company covenants to (i) comply in all material respects with any and all applicable federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws") with respect to its operations at the Facility, (ii) receive all material permits, licenses or other approvals required of the Company under applicable Environmental Laws to conduct its business at the Facility, and (iii) remain in compliance with all material terms and conditions of any such permit, license or approval. If the Company fails to comply with this covenant and fails to rectify the noncompliance within 30 days of notice from VEDP, VEDP shall have the option to terminate this Agreement in accordance with Section 7.

Section 3. Disbursement of COF Grant.

(a) *General Provisions:* The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

The COF Grant is to be allocated as 10% (\$70,000) for the Company's Capital Investment Target, and 90% (\$630,000) for the Company's New Jobs Target.

The statutory minimum requirements for a COF Grant in the Locality require that the Company (1) make or cause to be made and retained a Capital Investment of at least \$1,500,000 and (2) create and Maintain at least 15 New Jobs (the "Statutory Minimum Requirements").

The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement.

(b) *Disbursement of the COF Grant:* Within 90 days after the Performance Date, the Company will deliver the Final Performance Report. Through this report, the Company will provide notice and evidence satisfactory to the Locality, the Authority and VEDP of the amount

of Capital Investments made or caused to be made and retained, and the number of New Jobs created and Maintained, by the Company as of the Performance Date. The Final Performance Report will be subject to verification by the Locality and VEDP.

Upon such verification, the amount of the COF Grant proceeds to be disbursed to the Company, if any, shall be determined as follows:

(i) *If Statutory Minimum Requirements Not Met:* If, as of the Performance Date, the Company has not achieved both of the Statutory Minimum Requirements, the Company will not receive any of the proceeds of the COF Grant.

(ii) *If Targets Met:* If, as of the Performance Date, the Company has achieved the Capital Investment Target and the New Jobs Target, the Company will receive all \$700,000 of the proceeds of the COF Grant.

(iii) *If Statutory Minimum Requirements Met, but Targets Not Met:* If, as of the Performance Date, the Company has achieved both of the Statutory Minimum Requirements, but has not achieved the full Capital Investment Target and the full New Jobs Target, the Company will qualify for a reduced disbursement of the COF Grant, reflecting a proportional amount of the Target or Targets for which there is a shortfall. For example, if as of the Performance Date, only \$13,365,000 of the Capital Investment has been retained (reflecting achievement of 90% of the Capital Investment Target), and only 128 New Jobs have been created and Maintained (reflecting achievement of 75% of the New Jobs Target), the Company will receive \$63,000 (reflecting 90% of the \$70,000 of the COF Grant allocated to the Capital Investment Target), *plus* \$472,500 (reflecting 75% of the \$630,000 of the COF Grant allocated to the New Jobs Target), for a total of \$535,500. These amounts reflect the percentages of the shortfall from the Capital Investment Target and the New Jobs Target, each such shortfall multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target.

Within 30 days after verification of the Final Performance Report, if any amount of COF Grant proceeds is available for disbursement to the Company, as determined in accordance with the foregoing calculations, VEDP will disburse that amount to the Locality. Within 30 days after receipt of such amount, the Locality will disburse such COF Grant proceeds to the Authority. Within 30 days after receipt of such amount, the Authority will disburse such COF Grant proceeds to the Company.

If any amount of COF Grant proceeds has not been earned by the Company, the amount not disbursed will be retained in the Fund and will be available for other economic development projects.

(c) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the cost of construction or build-out of privately owned buildings for the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

Section 4. Break-Even Point; State and Local Incentives.

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
COF Grant	\$700,000
Virginia Talent Accelerator Program (“Virginia Talent Accelerator”) (Approximate Value)	488,000

The proceeds of the COF Grant shall be used for the purposes described in Section 3(c). The Virginia Talent Accelerator represents the value to the Company of workforce development services expected to be provided by VEDP to the Company for recruitment and training.

(b) *Local-Level Incentives:* The Locality, the Authority, and the VCEDA expect to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Machinery and Tool, Real Estate, and Property Tax Rebates	\$811,593*
Accrued Building Interest Forgiveness	110,050

* Tax Rebates will be provided over a period of ten years; amount shown reflects amount rebated over five years.

If, by the Performance Date, the total value of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than the \$700,000 COF Grant local match requirement, the Locality, subject to appropriation, shall make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

The tax rebates and accrued building interest forgiveness will reflect cost savings to the Company.

(c) *Other Incentives:* This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except

for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

(a) *Performance Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed Performance Reports satisfactory to the Locality, the Authority and VEDP of the Company's progress on the Targets. The Performance Reports are due by each April 1, commencing April 1, 2025, reflecting the Company's progress toward the Targets as of the prior December 31. Further, the Company shall provide such Performance Reports at such other times as the Locality, the Authority or VEDP may require.

(b) *Final Performance Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B, a detailed Final Performance Report satisfactory to the Locality, the Authority and VEDP of the Company's achievement of the Targets as of the Performance Date. This Final Performance Report shall be filed within 90 days after the Performance Date.

Should the Company be unable to file the Final Performance Report within the 90-day timeframe, the Company may request a 60-day delay in filing the Final Performance Report. VEDP will require a \$3,000 fee, payable to VEDP, to process the request for the filing delay. Should the Company not file the Final Performance Report within the 90-day window nor request a filing delay (including payment of the required fee), or if the Company requests a filing delay but does not file the Final Performance Report prior to the new filing deadline, VEDP will withhold any COF Grant payment that might otherwise be due, and all rights of the Company under this Agreement will automatically terminate.

Section 6. 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 VEDP 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 VEDP solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Office of the Commissioner of the Revenue or the Office of 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 or VEDP may request. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Locality's Commissioner of the Revenue.

(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) with the Virginia Employment Commission with the Final Performance Report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment 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.

(c) *Additional Documentation:* In addition to the verification data described above, in the sole discretion of the Locality, the Authority or VEDP, the Locality, the Authority or VEDP, may each require such other documentation or audits as may be required to properly verify the Capital Investment or New Jobs.

Section 7. Possible Termination of this Agreement and Redeployment of COF Grant

Proceeds. If the Locality, the Authority or VEDP shall determine at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, this Agreement will be terminated, no further disbursements of the COF Grant proceeds will be made to the Company, and the amount not disbursed will be retained in the Fund and made available for other economic development projects. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company, a failure to comply with the covenant provided in Section 2(f), or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

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, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

with a copy to:

_____, _____
Email: _____
Attention: _____

_____, _____
Email: _____
Attention: _____

if to the Locality, to:

with a copy to:

County of Russell, Virginia

_____, _____
Email: _____
Attention: _____

_____, _____
Email: _____
Attention: _____

if to the Authority, to:

with a copy to:

Industrial Development Authority of Russell,
Virginia
c/o County of Russell, Virginia

County of Russell, Virginia

_____, _____
Email: _____
Attention: _____

_____, _____
Email: _____
Attention: _____

if to VEDP, to:

with a copy to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: ceo@vedp.org
Attention: President and CEO

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: generalcounsel@vedp.org
Attention: General Counsel

Each party may change the address for service of notice upon it by a notice in writing to the other parties hereto.

Section 9. Miscellaneous.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the COF 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 VEDP.

(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.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(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.

(f) *Force Majeure:* Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Target or take any action required under this Agreement because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable Target or taking such action will be extended day-for-day by the delay in meeting the applicable Target or taking such action caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

[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 RUSSELL, VIRGINIA**

By _____
Name: _____
Title: _____
Date: _____

TATE USA, INC.

By _____
Name: _____
Title: _____
Date: _____

**VIRGINIA ECONOMIC
DEVELOPMENT PARTNERSHIP
AUTHORITY**

By _____
Name: _____
Title: _____
Date: _____

Exhibit A: Performance Report Form
Exhibit B: Final Performance Report Form

**PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT 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)			
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) 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"/>
Average Annual Wage			
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"/>	

¹ Data will be verified with locality records.

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
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: _____

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership,
804.545.5618, kellett@vedp.org

FINAL PERFORMANCE REPORT COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:¹

Performance Measurement	Target	As of _____, 20__	% Complete
New Jobs (over ___ baseline) ²			
Capital Investment (provide breakdown below) ³			
Average Annual Wage			
Standard Fringe Benefits			

¹Final, actual performance will be reported on VEDP's public reporting website.

² Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.

³ Data will be verified using records from the Commissioner of the Revenue and invoices.

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

LOCAL MATCH:

Goal	
Actual	

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: _____

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership,
804.545.5618, kellett@vedp.org



Glenn Youngkin
Governor

Caren Merrick
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn
Director

December 21, 2023

Mr. Lonzo Lester
County Administrator
Russell County
137 Highland Drive, Suite A
Lebanon, Virginia 24266-7169

RE: **Community Development Block Grant #21-21-14
Dante Regional Sewer Line Extension Project
Contract Amendment #1—Supplemental Funding**

Dear Mr. Lester:

The Department of Housing and Community Development (DHCD) is amending the above referenced Community Development Block Grant (CDBG) Contract to award an additional \$1,000,000.00 in funds from the 2023 CDBG One-Time Supplemental Infrastructure Funds Program. The total CDBG award for this project is now \$3,500,000.00. DHCD is also extending the contract termination date from August 14, 2024, to August 14, 2025. It is our expectation that this project will be fully completed by the new extension date.

If Russell County needs additional assistance, our team is ready to provide support. Please contact me to let us know how we can help you.

Your signature below confirms your understanding that all terms, conditions, and assurances included in the original contract apply to this amendment. Please acknowledge your agreement with this amendment by signing this letter. **Please return a scanned copy to Megan McKinnon, Program Support Specialist, by email at megan.mckinnon@dhcd.virginia.gov. The County will also need to upload a copy into “Reports and Documents” in the Centralized Application and Management System (CAMS) as a contract document.** This will then become part of the Russell County Dante Sewer Project’s CDBG Contract documents. The effective date of this amendment is December 12, 2023.

Sincerely,

Sandra Powell
Sr. Deputy Director

Lonzo Lester, Russell County Administrator

Date

c: Debbie Milton, Cumberland Plateau PDC
Matt Boyd, Cumberland Plateau PDC
Kathi Boatright, DHCD
Tracy Puckett, Russell County PSA

Dr. Melissa Mason, DHCD
Stuart Burrill, DHCD
Tonya Thomas, DHCD
Amanda Healy, DHCD





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

December 1, 2023

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

RE: 516977-CY 24-25 Virginia Services, Training, Officers, Prosecution (VSTOP) Formula Grant Program for Continuation and New Applicants

Dear Lonzo Lester:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **24-S4705VA22** and was approved for a total award of **\$133,333**, funded in part through Award Numbers **15JOVW-23-GG-00605-STOP**. The project period is **1/1/2024** through **12/31/2025**.

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/>. Additionally, if you cannot access your grant in OGMS, your application may be under negotiation. Please check your email and/or spam for OGMS correspondence and follow up with your DCJS Grant Monitor.

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 grantsmgmt@dcjs.virginia.gov. If you have questions, contact your DCJS Grant Monitor **Sharon Reed** at sharon.reed@dcjs.virginia.gov or via email at **(804) 658-8179**.

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

Decreasing Violence Against Women in Russell County
--

Subgrantee:	Russell		
DCJS Grant Number:	24-S4705VA22	UEI Number:	WMRHA68SMK19
Grant Start Date:	1/1/2024	Grant End Date:	12/31/2025
Federal Grant Number:	15JOVW-23-GG-00605-STOP		
Federal Awardee:	VAWO		
Federal Catalog Number:	16.588		
Project Description:	To increase the apprehension, prosecution, and adjudication of persons committing violent crimes against women.		
Federal Start Date:	7/1/2023		

Federal Funds:	\$100,000
Local Match:	<u>\$33,333</u>
Total Budget:	\$133,333
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 Highland Drive, Suite A Lebanon, Virginia 24266 276-889-8000 lonzo.lester@russellcountyva.us	Alicia McGlothlin Treasurer 137 Highland Drive Lebanon, Virginia 24266 276-889-8028 alicia.mcglathlin@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: _____
 Authorized Official (Project Administrator)

Title: _____

Date: _____

ROLLOFF TRUCK ROTATION																					
Truck	VIN Last 4	Miles	Sold Miles	Date Purchase	Date Sold	Est Sale Date	Months own	Miles per month	Total Miles	Purchase Price	Price Guarantee	Return %	Auction Price	Auction Expense	Net Sold Price	%	Cost To Own	True Monthly Cost To Own	Est Monthly Cost	Truck Number	Comments
2017 Mack GU713	1370	859	85423	6/1/2016	9/18/2018		27	3132	84564	\$152,849	\$113,637	74%	\$137,000	\$9,365	\$127,635	84%	\$25,214	\$933.85		RC1	SOLD
2017 Mack GU713	1377	1020	70303	6/1/2016	6/20/2018		24	2887	69283	\$152,849	\$113,637	74%	\$161,000	\$11,495	\$149,505	98%	\$3,344	\$139.33		RC2	SOLD
2019 Mack GR64F	4789	732	70075	6/1/2018	3/6/2020		21	3302	69343	\$154,220	\$120,000	78%	\$153,500	\$10,745	\$142,755	93%	\$11,465	\$545.95		RC3	SOLD
2019 Mack GR64F	4035	906	98983	8/22/2018	9/22/2020		25	3923	98077	\$155,895	\$110,000	71%	\$148,000	\$10,620	\$137,380	88%	\$18,515	\$740.60		RC4	SOLD
2020 Mack GR64F	6846	600	80932	11/8/2019	9/21/2021		22	3651	80332	\$160,395	\$118,500	74%	\$190,000	\$13,575	\$176,425	110%	-\$16,030	-\$728.64		RC5	SOLD
2020 Mack GR64F	9119	1345	62504	9/16/2020	3/15/2022		17	3598	61159	\$156,326	\$150,000	96%	\$250,000	\$17,775	\$232,225	149%	-\$75,899	-\$4,464.65		RC6	SOLD
2022 Mack GR64F	6559	1228	112000	6/21/2021		3/19/2024	32	3462	110772	\$160,582						0%	\$160,582		\$2,676.37	RC7	March Auction
2022 Mack GR64F	6560	1222	103222	6/21/2021	9/20/2023		26	3923	97000	\$160,582	\$160,000	100%	\$205,000	\$14,350	\$190,650	119%	-\$30,068	-\$1,156.46		RC8	SOLD
2022 Mack GR64F	6697	947	110793	2/7/2022		6/7/2024	28			\$173,684						0%	\$173,684		\$2,894.73	RC9	Based on Est 5 YR Life
2024 Mack GR64F	8735	1936		8/16/2023		9/16/2025	25			\$212,711						0%	\$212,711		\$3,545.19	RC10	Based on Est 5 YR Life
2024 Mack GR64F	8862			1/3/2024		12/26/2025	24			\$215,212						0%	\$215,212		\$3,586.87	RC11	Based on Est 5 YR Life

Average Monthly Cost Per Truck Sold Rotation	-\$391.72
Average Monthly Miles Truck Rotation	3,488

Average Monthly Cost Per 5 YR*	\$3,342.26
--------------------------------	------------

- * Monthly Cost per truck Sold county is to the good \$391.72 per month if keep 5 yrs not rotated cost is \$3,342.26 per month
- * Trucks are purchased at Worldwide Equipment in Abingdon thru National Auto Fleet Group under sourcwell contract
- * Trucks are sold at auction at JM Wood Auction in Montgomery, Alabama auction company gives price guarantee before auction
- * Trucks are owned by county not leased
- * Trucks warranty are Engine 24 month, Chassis 12 month, and Transmission 36 month
- * Trucks need to be sold at Auction around 75000 or less to get max return at Auction
- * Trucks order typical time frame from order to build have been 12 to 18 month due to Mack limited build slots and body vendor lead time
- * Rotation keeps trucks down time to mininum and maintance cost down

Invoice



**WORLDWIDE
EQUIPMENT**
WE THE TRUCK PEOPLE

74-Worldwide Equipment - Road Champion

6416 Asheville Hwy.
Knoxville TN 37924
865-637-4333

Date: 12/19/2023
Invoice#: DE-14990
Salesperson: Arnold Day

Bill To: 17844 RUSSELL COUNTY BOARD OF SUPERVISORS VA P.O. BOX 1208 LEBANON VA 24266	Make Check Payable To: Natioanl Auto Fleet Group 490 Auto Center Drive Watsonville, CA 95076
---	---

Stock#: N38373	VIN:1M2GR3GC1RM038862	New 2024 MACK GRANITE F	Price: \$215,212.00
			Per Unit: \$215,212.00
			Total Price \$215,212.00
			Total \$215,212.00

Terms of Agreement

No Liability Insurance Included
 Any warranties applicable to a new motor vehicle ordered hereunder are the Manufacturer's warranties only and not the Dealer's. DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY INCIDENTAL DAMAGES. The seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such vehicle. This disclaimer in no way affects the terms of the Manufacturer's warranty.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

12/19/2023

Quote ID#2051HD (R2)

Mr. Brian Ferguson

Russell County Solid Waste
137 Highland Drive
Lebanon, VA 24266

Dear Brian Ferguson,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (2024 Mack Granite 64FR, MP8-445C Engine, MACK TMD12AFO-HD mDrive with Galfab Rolloff Hoist OR60174 60,000#) and provided by Mr. Arnold Day with Mack, each for:

	List Price	Contract Price	Adj. Discount	Savings
Chassis and Option	\$ 201,462.00	\$ 154,135.00	23.50%	\$ 47,327.00
Carolina Env. Quote		\$ 61,077.00		
Tax (0.00%)		\$ 0.00		
Total		\$ 215,212.00		

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez
HD Contract Manager
BEN@NationalAutoFleetGroup.com
Office (855) 289-6572
Fax (831) 480-8497



Invoice



**WORLDWIDE
EQUIPMENT**
THE TRUCK PEOPLE

74-Worldwide Equipment - Road Champion
6416 Asheville Hwy.
Knoxville TN 37924
865-637-4333

Date: 12/19/2023
Invoice#: DE-14990
Salesperson: Arnold Day

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---	---

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Carolina Environmental Systems, Inc.

306 Pineview Drive, Kernersville, NC 27284
2701 White Horse Road, Greenville, SC 29611
500 Lee Industrial Blvd, Austell, Ga 30168

Phone: 800-239-7796

336-869-9900

HOIST QUOTE

11/03/23

Craig Stollings
Worldwide Equipment

We would like to submit the following specifications and pricing on one (1) new Galfab Rolloff hoist and Pioneer tarper mounted on a chassis Mack M-Drive Transmission.

Hoist Specs

New Galfab 60,000 lbs. reeving type outside rail
Model – OR60174
Container Lengths 18-22'
Front – automatic nose roller container lock, rear ratchet straps
Main frame – 8"x4"x1/2"
Cylinders: Lift 6"x4.5" rod x 72", Reeving 7"x4" rod x 79.5"
48gallon oil tank with filter
Inside air controls, outside levers
Hoist up – in cab – light
Outboard Supported Rollers
Rear Wing Skid Plate
Automatic rear folding ICC bumper, back up alarm
LED Rear lights
Mid body turn signals – LED
Steel tool box – 48" x 20" x 16"
Tandem steel fenders
Work lights on tarp gantry
Mud flaps
Hucks bolts used on mounting at CES facility
RP4500SARG Pioneer rack and pinion tarp system with integrated valve
Galbreath warranty – 1 year excluding cable, 2 year hydraulic
High gloss black paint

Mounted Price: \$ 61,077.00

Worldwide Equipment would be responsible for overspeed protection programming.

Price does not include any applicable taxes or delivery

Price is subject to change due to steel surcharge changes.

We sincerely appreciate the opportunity to submit the above quotation. If we may answer any questions or be of service to you in any way, please do not hesitate to contact us at 1-800-239-7796.

Sincerely,

Jimmy Davis

Carolina Environmental Systems

TECHNICAL SPECIFICATION

GRANITE 64FR



APPLICATION PACKAGES	DESCRIPTION
CHASSIS CONFIGURATION PACKAGE	ONEBOX EATS, RH BATTERY BOX, 6.6 GALLON (25L) SLEEVED DEF, 22" SLEEVED LH FUEL TANK

CUSTOMER/VEHICLE INFO	DESCRIPTION
S CHASSIS (BASE MODEL)	GRANITE 64FR
S ASSEMBLY PLANT	Made in Macungie, PA USA
CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S TYPE OF SERVICE	COMMERCIAL
S WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION
EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel
S INITIAL REGISTRATION LOCATION	USA REGISTRATION
S LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH
S ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE
VEHICLE USE & BODY/TRAILER TYPE	ROLL-OFF TRUCK
TRAILER TYPE	WITHOUT TRAILER TYPE
S GROSS COMBINATION WEIGHT (CA in PC29 only)	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED
S BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)
TOPOGRAPHY	GRADES <6% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 16%
S AMBIENT TEMP UPPER LIMIT (GTA)	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR
S TERRAIN GRADE	ON-OFF HIGHWAY, STARTING GRADES<18%
LOADING SURFACE	GRAVEL LOADING AND / OR UNLOADING SURFACE
VEHICLE VOCATION	REFUSE / NON LANDFILL OPERATION

ENGINE/TRANSMISSIONS	DESCRIPTION
ENGINE PACKAGE, COMBUSTION	MP8-445C MACK 445HP @ 1400-1700 RPM (PEAK) 2100 RPM (GOV) 1850 LB-FT, US'21
S GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION
TRANSMISSION	MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)
S GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT

EXHAUST/EMISSIONS	DESCRIPTION
CARB 2008 IDLE REGULATION	IDLE EMISSION CERTIFICATION, BASIC
S DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21
S CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & PAINTED DPF COVER
S DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD
EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END
EXHAUST STACK HEIGHT	9' 6" FROM GROUND
EXHAUST SYSTEM MATERIAL FINISH	SINGLE, BRIGHT FINISH HEAT SHIELD, STACK AND SCR COVER (IF EQUIPPED)
EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2022

ENGINE EQUIPMENT	DESCRIPTION
AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD&DASH MTD AIR RESTRICTION IND
S BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER



ENGINE EQUIPMENT		DESCRIPTION
S	AIR COMPRESSOR/DRYER	WABCO AIR DR SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR
S	AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD
S	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE
S	BATTERIES	(3) MACK 12V 650/1950 CCA THREADED STUD TYPE
	BATTERY BOX - MOUNTING (x)	RH RAIL BEHIND SCR
	BATTERY BOX COVER	POLISHED ALUMINUM
	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
S	STARTER MOTOR	12 VOLT DELCO 39MT-MXT
	ENGINE BRAKE	MACK MP8 POWERLEASH
S	ENGINE BRAKE LIGHTING (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)
S	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
S	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER
	RADIATOR TYPE	RADIATOR, CORE AREA W/O FEPTO 1345sq in (86sq dm), CORE AREA W/ FEPTO 1296sq in (83sq dm)
S	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES
S	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)
S	PRIMARY FUEL FILTER POSITION (CA)	STANDARD FUEL FILTER POSITION
S	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)
S	OIL SUMP	OIL PAN
	TETHER DEV PKG, CAPS & COVERS	CAP RETAINER FOR OIL FILL & RADIATOR OVERFLOW TANK, BATTERY BOX, AND TOOL BOX (IF FURNISHED)
S	ENGINE STOP, EMERGENCY (CA in PC29 only)	WITHOUT ENGINE STOP, EMERGENCY

CLUTCH/TRANS EQUIPMENT		DESCRIPTION
S	GEAR SHIFTER	MACK mDRIVE-PREMIUM SHIFTER
S	CLUTCH	ZF/SACHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL
S	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM
	DRIVELINE - MAIN	MERITOR RPL25HD W/PERMALUBE U-JOINTS (PROPS-L)
	DRIVELINE - INTERAXLE	MERITOR RPL20 W/PERMALUBE
	PROPELLR SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT HALF-ROUND TYPE
S	PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT
S	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC
S	BELL HOUSING	ALUMINUM
S	LUBRICANTS, TRANSMISSION	75W - 90 (SYNTHETIC LUBRICANT)
S	TRANSMISSION OIL COOLER	MACK mDRIVE TRANSMISSION OIL COOLER MOUNTED LH SIDE OIL TO WATER COOLER

FRONT AXLE EQUIPMENT		DESCRIPTION
S	FRONT AXLE	18000# (8200 KG) MACK FXL18 (WIDE PIVOT CENTER) STRAIGHT SPINDLE/UNITIZED BEARINGS
S	SPRINGS - FRONT	MACK TAPERLEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS
	FRONT AXLE BRAKES	BENDIX NEXT GENERATION DRUM BRAKE, HEAVY DUTY 16.5 X 6 (9.65mm thick)
S	BRAKE, FRONT	CAST IRON
	FRONT BRAKE ADJ. MANUFACTURE	MERITOR - AUTOMATIC
S	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, MGM
S	HUB MATERIAL, FRONT	FERROUS
S	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE



FRONT AXLE EQUIPMENT		DESCRIPTION
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S	STEERING	SHEPPARD SD110
S	LUBRICANTS, FRONT AXLE	PETROLEUM/SYNTHETIC (50/50) OIL FRONT AXLE

REAR AXLE EQUIPMENT		DESCRIPTION
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	REAR AXLE	44000# (20000kg) MACK S440 FABRICATED STEEL HOUSING
S	REAR AXLE CASING WIDTH	W/O WIDE TRACK AXLE
S	CARRIER - REAR AXLE	CRDP150/151 AVAILABLE WITH OPTIONAL DRIVER CONTROLLED INTERWHEEL DIFFERENTIAL LOCKS, SEE 254 SYMBOL
	REAR AXLE RATIO	4.19 RATIO
	REAR SUSPENSION	SS44 MACK CAMELBACK MULTILEAF 44,000 lb, HEAVY DUTY
S	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)
S	TRANSVERSE TORQUE RODS, R SUSP	TRANSVERSE TORQUE ROD (REAR AXLE ONLY)
S	AUX.SPRING BRAKE QTY	AUX SPRING BRAKE QTY, 4 CHAMBERS
	BRAKES - REAR	BENDIX NEXT GENERATION DRUM BRAKE, HEAVY DUTY 16.5 X 7 (9.65mm thick) (Total for QTY = 2)
S	BRAKE, DRIVE, REAR	CAST IRON
	REAR BRAKE ADJ MANUFACTURE	MERITOR - AUTOMATIC (Total for QTY = 2)
	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE
	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: High Mount - Rear of Axle - Chamber Down
S	PARKING BRAKE CHAMBER	MGM TR3030LP3THD BRAKE CHAMBERS (Total for QTY = 2)
S	HUB MATERIAL, DRIVE	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT
S	POWER DIVIDER LOCKOUT	POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT
	LUBRICANTS, REAR AXLE(s)	FACTORY OPTION LUBE - REAR AXLE 80W-90
S	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M
S	BRAKE VALVE VERSION	BENDIX SWITCHES AND VALVES WHERE POSSIBLE

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
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	WHEELBASE	273"
	AF (OVERHANG)	73"
	FRAME RAILS & LINERS	9.5 x 90 x 300mm - (0.37" x 3.54" x 11.81")W/ Partial Liner; RBM 3,580,000 LB-IN
S	FRONT FRAME EXT. (BOLTED ON)	6" BOLT ON FRAME EXTENSION
S	FRONT FRAME LENGTH	FRONT FRAME LENGTH 725MM
	CROSSMEMBERS	BOC AND INTERMEDIATE CROSSMEMBERS, HD I-BEAM
	AUX CROSSM. IN REAR OVERHANG	STEEL SINGLE CHANNEL (1)
S	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER
S	REAR FRAME TREATMENT	WITHOUT TAPERED FRAME RAIL ENDS
	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL BRIGHT FINISH
	CAB GUARD, FRONT	PLATE TYPE BRIGHT FINISH
S	CROSSMEMBER, BOGIE TYPE	BASIC SOLUTION TRUNNION BRACKET, STD HEIGHT
S	TOWING DEVICE, FRONT	HOOKS
S	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK
	FUEL TANK - LH	111 GALLON (420 L) 22" ALUMINUM, SLEEVED D-SHAPED
S	FUEL TANK - RH	W/O RH FUEL TANK
S	FUEL HOSES, LIQUID	BRAIDED HOSE
S	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP
	FUEL LINE OPTIONS, LIQUID	W/O FUEL LINE OPTION
S	CAB INSTEP VERSION	STANDARD 2 STEP CAB ACCESS

AIR/BRAKE		DESCRIPTION
	AIRTANK DRAIN VALVE	MANUAL DRAIN VALVES, WITH LANYARDS ON ALL TANKS
S	AIRTANK MATERIAL	STEEL AIR TANK PAINTED CHASSIS COLOR
	RELOCATE AIR RESERVOIRS	RELOCATE ALL AIR RESERVOIRS INFRAME
S	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM

ELECTRICAL		DESCRIPTION
S	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL
	DAYTIME RUNNING LIGHTS	W/OVERRIDE SWITCH, PARK BRAKE ACTIVATED
S	DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)
S	TAIL LAMPS	INCANDESCENT TAIL LAMPS

PTO		DESCRIPTION
	PTO - REAR MOUNTED	PTR-DM, Single RH: DIN 5462 (INNER)
	HYDRAULIC PUMP	F1-101R PARKER PUMP/REAR OF mDRIVE TRANSMISSION
S	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU

SPECIALTY EQUIPMENT		DESCRIPTION
S	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM
S	DATA CAPTURE	WITHOUT DATA CAPTURE
S	CAMERA, SURVEILLANCE	WITHOUT CAMERA

CAB INTERIOR (A THRU G)		DESCRIPTION
S	GAUGES - UNIT OF MEASURE	U.S. UNITS (PREDOMINANT)
	GUAGE - PACKAGE, SECONDARY	2ND GA PKG W/ENG OIL TEMP,TRANS OIL TEMP,PYRO,AIR RESTRICT
	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)
	AUXILIARY PNEUMATIC OUTLET CAB (CA family in PC29 only)	AUX. INCAB PNEUMATIC LINE CLEANOUT
S	AIR CONDITIONING/HEATER	BLEND AIR HVAC W/"ATC" TEMP REGULATION
S	CUPHOLDER	CUPHOLDER
S	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED
S	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"
	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD
S	CARBON MONOXIDE DETECTION SYS	WITHOUT CARBON MONOXIDE DETECTION SYSTEM
S	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS

CAB INTERIOR (H THRU R)		DESCRIPTION
S	INSTMNT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH
S	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM
S	DOOR OPENING OPTIONS	W/O ELECTRONIC KEYLESS ENTRY
S	FORWARD OVERHEAD STORAGE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS
S	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH
	ANTENNA - RADIO	48" ANTENNA RIGHT SIDE MIRROR MOUNTED
	ANTENNA - CB RADIO	48" ANTENNA LEFT SIDE MIRROR MOUNTED
S	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE



CAB INTERIOR (H THRU R)		DESCRIPTION
S	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL
S	COM.RADIO PREP KIT (CB)	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE
S	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR
	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC

CAB INTERIOR (S THRU Z)		DESCRIPTION
	INTERIOR TRIM LEVELS	STANDARD PACKAGE, SIERRA TAN (Package 11B)
	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 4 CHAMBER AIR LUMBAR, BOLSTER, EXTENSION
	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - SIERRA TAN VINYL / CLOTH MIX
	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK, W/ STORAGE BOX
	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - SIERRA TAN VINYL
	SEAT ARMREST	INBOARD MOUNTED ARM REST, DRIVER'S SEAT ONLY
S	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT (NOT AVAIL W/EXTENDED RIDER SEAT)
S	SEAT BELT REMINDER	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO
S	IGNITION TYPE	KEY TYPE
	STEERING WHEEL	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES
S	WINDSHIELD TYPE	TWO PIECE WINDSHIELD
S	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)
S	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION
S	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE

CAB EXTERIOR		DESCRIPTION
S	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH
	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE GRAY AIR INTAKE
	GRILLE	BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED
S	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR
	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST
	HORN - AIR	(2) MACK RECTANGULAR SINGLE TRUMPET (ONE EACH SIDE OF CAB ROOF)
S	HORN - ELECTRICAL	DUAL TONE
	MIRRORS - EXTERIOR	BULLDOG STYLIZED MIRRORS - LH & RH HEATED & MOTORIZED W/INTEGRAL CONVEX MIRROR
	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, FIBERGLASS (PAINTED)

AERODYNAMIC DEVICES		DESCRIPTION
S	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES
S	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS

WHEELS & TIRES		DESCRIPTION
	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)
	WHEELS - FRONT	22.5x9.00 ALCOA 89U64x CLEAN BUFFED ALUMINUM, 6.94" OFFSET, 10 HAND HOLE (Total for QTY = 2)
	TIRES BRAND/TYPE - REAR	11R22.5 H BRIDGESTONE M799 (24020 lbs) (DRIVE ONLY) (Total for QTY = 8)
	WHEELS - REAR	22.5x8.25 ACCURIDE ACCU-LITE WHITE POWDER COAT STEEL, 6.60" OFFSET, 5 HAND HOLE (Total for QTY = 8)
S	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH
S	TIRE INFLATION VALVE	STANDARD VALVE STEMS AND CAPS

WHEELS & TIRES		DESCRIPTION
S	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM
S	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)
S	WHEEL NUT & FINISH, FRONT	WHEEL NUT BASIC FINISH, FRONT
S	WHEEL NUT FINISH, REAR (CA)	WHEEL NUT BASIC FINISH, REAR

COMMUNICATION SYSTEMS		DESCRIPTION
S	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1
S	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES

ENGINE ELECTRONICS		DESCRIPTION
S	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN
S	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN
S	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)
	ENGINE IDLE CONTROL	IDLE CONTROL, 650 RPM
S	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME
S	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
S	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
S	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY
S	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY
S	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
S	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
S	IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD
S	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)
S	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S	EL HD THROTTLE,MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)
	EL HAND THROTTLE,MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
S	EL HAND THROTTLE,MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S	EL HD THROTTLE,SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC

TRANSMISSION ELECTRONICS		DESCRIPTION
S	TRANSMISSION DRIVE MODE PACKAGES, mDRIVE	mDRIVE- ENHANCED CONSTRUCTION - ECON, PERF, & PERF+ DRIVE MODES, AUTO RETURN (premium)
S	TRANSMISSION KICK-DOWN MODE	MACKCELLERATOR ENABLE
S	TRANSMISSION ELECTRONICS PACKAGE	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)
	TRANSM AUTO NEUTRAL ON P-BRAKE	mDRIVE TRANSMISSION PARK BRAKE AUTO NEUTRAL
S	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSNSE 2.0 PROGRAMMING

VEHICLE ELECTRONICS		DESCRIPTION
	ROAD SPEED LIMITER SETTING	110 KM/H ROAD SPEED LIMITER (68 MPH)
	PEDAL RSL SETTING	110 KM/H PEDAL ROAD SPEED LIMITER (68MPH)
S	CRUISE CONTROL	CRUISE CONTROL
S	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)
S	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
S	CRUISE RESUME WITH CLUTCH	CRUISE RESUME WITH CLUTCH
S	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED



VEHICLE ELECTRONICS		DESCRIPTION
	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KMH (15MPH)
S	DETECTION SPEED SENSR TMRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE
S	ENG TORQUE LIMIT,SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
S	DRIVER ID FUNCTION	DRIVER ID FUNCTION, DISABLED
S	DR PERFORMANCE PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS
S	ENGINE OVERSPEED,ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	ENGINE OVERSPEED,FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	VEHICLE OVERSPEED,ALL COND,LOG	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
S	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)
S	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH

PTO ELECTRONICS		DESCRIPTION
	TRANS PTO1 SPLITTER RANGE	PTO1 FOR SPLITTER RANGE - LOW
S	TRANS PTO2 SPLITTER RANGE	PTO2 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED
	PTO 1ST, SINGLE SPEED CONTROL	PTO 1ST, SINGLE SPEED CONTROL
	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1200 RPM
S	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
S	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM
S	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
S	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM
S	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM

PAINT		DESCRIPTION
S	PAINT DESIGN	SINGLE COLOR
S	PAINT TYPE	SOLID PAINT
S	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188
S	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR
S	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT
S	CAB COLOR	SAME AS FIRST COLOR - CAB
S	HOOD COLOR	SAME AS FIRST COLOR - HOOD
	SUN VISOR COLOR	SAME AS FIRST COLOR - SUN VISOR
S	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR
S	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING
S	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036
	BUMPER	W/O OPTIONAL BUMPER PAINT
S	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT



PAINT		DESCRIPTION
S	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR
S	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR

CALCULATED CODES - KAX		DESCRIPTION
S	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED

BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION
S	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION
S	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel
S	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)
S	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)
S	TRANSMISSION WARRANTY	36 MONTHS: STANDARD mDRIVE HD TRANSMISSIONS HEAVY DUTY WARRANTY
S	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)
S	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
S	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
S	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)
S	GUARDDOG CONNECT BUNDLE	24 MONTH - GUARDDOG CONNECT WITH MACK OTA (with ASIST and Mack OneCall))
S	PREPAID API	WITHOUT PREPAID API
S	PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION	W/O PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE



Mack Trucks
www.macktrucks.com



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

December 14, 2023

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

RE: Local Law Enforcement ("LOLE") Grant Program - FFY 23

Dear Lonzo Lester:

The Byrne Justice Assistance Grant Program (JAG) makes federal funds available to localities to help support their efforts to reduce crime and improve public safety. The Virginia Department of Criminal Justice Services has been designated to administer a portion of the JAG funds reserved for Virginia and to make those funds available to local units of government. I am pleased to advise you that we are awarding your locality **\$2,512**, funded through federal grant **15PBJA-23-GG-03038-MUMU**. Your DCJS grant award number will be determined once your eligibility application is submitted and approved. The project period for this program is **1/1/2024** through **7/31/2024**.

To indicate your acceptance of the award and conditions:

1. **Sign the Statement of Grant Award/Acceptance ("SOGA") and return it electronically within the next 45 days to grantsmgmt@dcjs.virginia.gov copying your Grant Monitor, Nicole Phelps at Nicole.Phelps@dcjs.virginia.gov.**
2. **Localities wishing to accept the LOLE funds allocated for their jurisdiction will need to complete an "eligibility application" on DJCS's On-line Grant Management System ("OGMS") to ensure eligibility.** The eligibility application process will be open until **February 28, 2024**. To receive funds, localities must complete the eligibility application process through the DCJS On-line Grants Management System ("OGMS") no later than **5:00 pm on February 28, 2024**. Please note that although OGMS uses the words "application" throughout the system, this is not an application but an eligibility process. This is a six (6) month grant and there will be no continuation.
3. Your agency will need to fill out all the requested information in the OGMS eligibility application to include the budget and brief budget narrative outlining how your agency will utilize the awarded federal funds (additional information on the LOLE grant program and how to complete the OGMS eligibility application is provided with this award package).

Lonzo Lester
December 14, 2023

Included with this letter is your Statement of Grant Award/Acceptance (SOGA), FY24 Special Conditions, Reporting Requirements, and Projected Due Dates. Please review your Special Conditions carefully as they include specific requirements about how your grant funds must be managed. DCJS is mandated to comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. Therefore, you must maintain a valid Unique Entity ID (UEI) number (a 12-character alphanumeric ID assigned to an entity by SAM.gov used for identifying and keeping track of entities receiving federal funds) and be registered in SAM.gov to receive an award.

If you have not previously done so, you must register in our new On-line Grants Management System (OGMS) at <https://ogms.dcjs.virginia.gov/> in order to manage this grant online. The instructions on *Registering for a New Account* 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. If you have any questions regarding this award, please contact your Grant Monitor, **Nicole Phelps**, at **(804) 263-3388** or via email at **Nicole.Phelps@dcjs.virginia.gov**.

Sincerely,



Jackson Miller

Enclosures

STATEMENT OF GRANT AWARD (SOGA)

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

Local Law Enforcement ("LOLE") Grant Program - FFY 23

Subgrantee:	Russell		
DCJS Grant Number: TBD	UEI #: WMRHA68SMK19		
Grant Start Date: 1/1/2024	Grant End Date: 7/31/2024		
Federal Grant Number:	15PBJA-23-GG-03038-MUMU		
Federal Awardee:	BJA		
Federal Catalog Number:	16.738		
Project Description:	To strengthen Crime Control		
Federal Start Date:	10/1/2022		

Federal Funds:	\$2,512		
State General Funds:			
State Special Funds:			
Local Match:	_____		
Total Budget:	\$2,512	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 Lebanon, Virginia 24266 276-889-8028 rctreas@bvu.net

***If not indicated above, please provide your locality's Unique Entity Identifier (UEI #) in the space provided. This number replaces your DUNS number.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and Special Conditions attached thereto, hereby accepts this grant and agrees to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____
Authorized Official (Project Administrator)

Title: _____

Date: _____

UEI #: _____



Commonwealth of Virginia
Virginia Department of Criminal Justice Services

Statement of Grant Award (SOGA) Instructions

The Statement of Grant Award (SOGA) is included within the DCJS Award Package. It includes the federal and/or state grant information, the three contact persons of record (Project Director, Project Administrator, and Finance Officer), and the approved budget.

If any of the three persons of record listed on your SOGA are incorrect, line through the information DCJS has provided and write in the correct person and their contact information.

Please have this document signed by the Project Administrator or the approved designee.

For more assistance, please contact grantsmgmt@dcjs.virginia.gov.

□ Project Director, Project Administrator, and Finance Officer

- **Project Director** – The person who will have day-to-day responsibility for managing the project.
- **Project Administrator** – The person who has authority to formally commit the organization, locality, or state agency to complying with all the terms of the grant application, including the provision of the required match. This must be the president of the Board of Directors of a nonprofit organization; the county administrator; the city, county or town manager; the chief elected officer of the locality, such as the Mayor or Chairman of the Board of Supervisors; or, in the case of a state agency, the agency head.
 - **Please Note: If someone other than one of these officials has been delegated the authority to sign, and provides their signature on the grant application, your organization must: (1) provide a letter, memorandum, or other document by which the signing authority was delegated on an official organization letterhead, (2) provide an effective date, (3) list of applicable grant numbers, and (4) the contact information of the person being granted signatory authority.**
 - **The received letter, memorandum, or other document shall run through the project period as defined in the grant award terms and conditions.**
 - **A new letter is required for any newly issued DCJS grant and/or change in delegation of authority.**
- **Finance Officer** – The person who will be responsible for fiscal management of funds.



Commonwealth of Virginia
Virginia Department of Criminal Justice Services
Statement of Grant Award (SOGA) Instructions

Sample Delegation of Authority Letter



Together RVA
1201 N. First Avenue
Richmond, Virginia 23235

September 19, 2023

DCJS Grants Administration
Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, VA 23219

Dear DCJS Grants Administration,

By means of this letter, I, DeAndrea Williams, President of Together RVA, delegate the authority of Project Administrator for the Virginia Department of Criminal Justice Services FY24 VSGP continuation of grant number 22-A1234VP22, to Jane Doe, Executive Director of Together RVA. With this delegation, I grant Jane the authority to commit Together RVA to the grant's conditions and attest that Jane can accept our award.

This delegation is effective immediately and shall run through the project period as defined in the grant award terms and conditions.

Jane's contact information is:

Jane Doe, Executive Director
Together RVA
1201 N. First Avenue
Richmond, Virginia 23235
(804) 222-3344
Jane.Doe@TogetherRVA.org

Sincerely,

DeAndrea Williams
President of Together RVA



Commonwealth of Virginia
Virginia Department of Criminal Justice Services
Statement of Grant Award (SOGA) Instructions

Sample Statement of Grant Award (SOGA)

STATEMENT OF GRANT AWARD (SOGA)

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

VOCA		
Subgrantee: ABCOneTwoThree DUNS Number: 123456789 DCJS Grant Number: 20-A1234VP18 Grant Start Date: 07/01/2019 Grant End Date: 06/30/2020		
Federal Grant Number:	2016-VA-GX-0039, 2017-VA-GX-0018, and/or 2018-V2-GX-0011	
Federal Awardee:	OVC	
Federal Catalog Number:	16.575	
Project Description:	To provide direct services for crime victims.	
Federal Funds:	\$960,000	Indirect Cost Rate: _____%
State General Funds:	\$54,000	*If applicable
State Special Funds:	\$0	
Local Match:	<u>\$186,000</u>	
Total Budget:	\$1,200,000	
Project Director	Project Administrator	Finance Officer
Ms. Jane Doe Executive Director ABCOneTwoThree P. O. Box 111111 Richmond, VA 23226 (804) 123-4567 jane@ABCOneTwoThree.com	Ms. Elizabeth Doe Board President ABCOneTwoThree P. O. Box 111111 Richmond, VA 23226 (804) 123-4567 elizabeth@ABCOneTwoThree.com	Mr. John Doe Director of Finance ABCOneTwoThree P. O. Box 111111 Richmond, VA 23226 (804) 123-4567 john@ABCOneTwoThree.com
*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 Special Conditions attached thereto, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.		
Signature:		_____
		Authorized Official (Project Administrator)
Title:		_____
Date:		_____



Virginia Local Law Enforcement (“LOLE”) Grant Program Federal FFY 2023

Introduction

The Virginia Department of Criminal Justice Services (“DCJS”) is pleased to announce the availability of funds through the Local Law Enforcement (“LOLE”) Grant Program. These funds are available under the federal **Fiscal Year 2023** Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program. This program makes federal funds available to localities to help support their efforts to support public safety or crime prevention efforts. DCJS has been designated to administer a portion of the JAG funds reserved for Virginia and to make those funds available to local units of government. DCJS has designated this program the Local Law Enforcement, LOLE, Grant Program. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and information systems for criminal justice, including for any one or more of the following areas: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment and enforcement programs; and planning, evaluation and technology improvement programs.

Eligibility for LOLE Funds

The LOLE grant program is a formula-based grant opportunity. Eligible localities have reported violent crime data at least three (3) years of the past ten (10) calendar years, to the Federal Bureau of Investigations Uniform Crime Report (UCR) Part 1. If a locality has not reported at least three (3) years of UCR Part 1 violent crime data in the past ten calendar years, they are ineligible to receive an award. Localities wishing to accept the LOLE funds allocated for their jurisdiction will need to complete an “eligibility application” on DJCS’s Online Grant Management System (“OGMS”) to ensure eligibility.

Funding Focused Areas

- Law Enforcement to include- hiring, overtime, and equipment
- Prosecution and Courts
- Prevention and Education efforts
- Corrections and Community Corrections
- Drug Treatment
- Planning, Education and Technology Improvement

Prohibition on Use of Funds

Funds through this grant program are not to be used to purchase, lease, rent or acquire tanks or armored vehicles, aircraft including unmanned aerial systems and unmanned aircrafts (including drones), limousines, real estate, yachts, consultants, or any vehicle not used primarily for law enforcement. In addition, federal funds cannot be used to supplant State or local funds, but instead to increase the amount of funds that would be available otherwise from State and local sources. Grant funds may not be used for: weapons, ammunition, and related equipment normally and routinely provided by the locality; standard clothing and uniforms normally and routinely provided by the locality (including ballistic vests); construction or renovation; land acquisition, lobbying and political contributions; honoraria; bonuses; giveaways or SWAG; personal entertainment such as tickets to sporting events; personal calls; alcohol; or vehicles normally and routinely provided by the locality to others in the same roles. Grant funds cannot be used for refreshment breaks or meals at training events, meetings or conferences. *Also please view the **Unallowable Costs under JAG** document that is attached in the funding opportunity in OGMS as an additional reference*

Match Requirement

There is no match requirement for this program.

Funding Period

The eligibility/ application process will be open until **February 28, 2024**. This should give localities ample time to assess their needs for funding. This grant is a six (6) month grant program with the grant period being January 1, 2024 – July 31, 2024. There will be no continuation of the grant for this program.

Grant Funds

- This is a reimbursement grant program.
- Grant funds cannot be used to supplant state or local funds that would otherwise be available for the same purposes.
- **Reimbursement will be based on paid invoices for approved expenditures or through requested advance drawdowns with expected expenditures.**
- Changes to the grant budget after award must be approved by DCJS prior to expending funds based on the changes.
- Transactions occurring outside of the grant period will not be eligible for reimbursement.
- Any purchases made prior to the grant award package being issued but was within the grant period will still require approval by the grant monitor and should be deemed an allowable expense before disbursement of grant funds.

Forms and Instructions

To receive funds, localities must complete the eligibility process through the DCJS On-line Grants Management System (OGMS) no later than 5:00 p.m. on February 28, 2024. Please

note that although OGMS uses the words “application” throughout the system, this is not an application but an eligibility process.

To complete the process, you must register in OGMS and, once approved, choose “**Local Law Enforcement, (“LOLE”) Grant Program- FFY 23**” from the list on the left panel under Funding Opportunities.

General Information: You will need to select “**Create a New Application**”. The OGMS Application Creation Wizard will assist you in completing the application’s General Information form. Step 1 of the Wizard requires an application title and primary contact.

The application title should include the locality’s name and fiscal year of the grant program (**e.g. ABC Police Department LOLE FFY23**).

The primary contact is the individual in your agency who will be designated as the primary person responsible for the eligibility process from your locality. The individual will receive automated email notifications when attention is needed on the forms. You will be able to add other persons to give them access to edit the forms or associate them later after the fiscal year has begun.

Once the information has been entered, click “Save Form” to enter Step 2. Under this step, an Application ID will be assigned and the Program Area, Funding Opportunity, Application Stage, and Application Status will be auto populated. Select the locality for who you will be submitting these forms. Click “Save Form Information” to start Step 3.

Under “Additional Applicants,” select any additional contacts within the locality that will also manage funding and work on the forms. This may include the Police Chief and Finance Officer. Once you click “Save Form Information” on Step 3, you will have completed the General Information component of the eligibility process.

After General Information has been finished, you have the ability to complete the forms in any order or save to return at another time.

Face Sheet: (everything in RED on the application form is required)

- *Congressional District:* Select the Congressional District(s) that will benefit from the funding. To select more than one, hold down the Ctrl key.
- *Jurisdiction(s) Served:* Select all jurisdiction(s) served.
- *Certified Crime Prevention Community:* Click the hyperlink on the form to see if your locality is certified. Answer “Yes” or “No”
- *Type of Application:* For this funding opportunity, you will choose “New.”
- *Community Setting:* Check the box(s) that best describes the locality.
- *Brief Project Overview:* Provide a short description of what the funds will be used for, for example, SWAT vests, Body Worn Camera mounts, etc.
- *Project Director:* List the person who will have the day-to-day responsibility for managing the project, and provide all required contact information.

- *Project Administrator*: Name and contact information for the County Administrator or City Manager (Administrative and Fiscal Agent) who has the authority to formally commit the organization/locality to complying with all the terms of the grant application, including the provision of the required match, if applicable.
- *Finance Officer*: List the person who will be responsible for the fiscal management of the funds and provide all required contact information.

LOLE Budget: Click “Edit Grid” and enter the amount allocated to the locality under the Budget Category your locality plans to use the funds, for example, you would choose Law Enforcement, Prosecution/ Courts, Prevention/Education and so on. Your localities award amount would be located in the award letter that went out to your locality.

- Depending on which Budget Category your locality chooses to have LOLE funds support, you will then need to fill out the required information for each category.
- For Example, if your locality is going to use LOLE funds for **Law Enforcement**, you will need to fill out the Law Enforcement Category, you should answer, “Yes” when asked, “Are Law Enforcement funds being requested?”. Law Enforcement funds can be used for Hiring, Overtime, or Equipment. You will need to complete the appropriate area that the funding will be utilized. It is **required** that a brief narrative is completed for any section that you are utilizing funds.
- Each budget category has their own form that will need to be completed if you are requested funds from that category. If you are not requesting funds from a certain category, you can select “No” when asked if funds are being selected in a particular category.

General Conditions and Assurances: This section is **required** under this grant program and must be completed by the Project Administrator. The Project Administrator, or the individual who has been delegated or designated as the signing authority, must certify that the grant funds gives assurances and certifies that the grant will follow federal conditions.

Lobbying Disbarment: This section is **required** under this grant program and must be completed by the Project Administrator. The Project Administrator, or the individual who has been delegated or designated as the signing authority, must certify that the grantee will be in compliance with the certification requirements under 28 CFR Part 69, “New Restrictions on Lobbying” and 28 CFR Part 67, “Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-free Workplace”.

Non-Supplantation: This section is **required** under this grant program and must be completed by the Project Administrator. The Project Administrator, or the individual who has been delegated or designated as the signing authority, must certify that the grant funds requested under this grant program will be used to supplement existing funds and will not replace (supplant) funds appropriated for the same purposes.

Authority Certification: This section is **required** under this grant program and must be completed by the Project Administrator. If the person completing the application is not the

Project Administrator, as previously defined, information regarding the signing authority, or the delegation of such authority, should be uploaded in the Attachments section of the application.

Attachments: There are not required attachments for the LOLE grant program. Select “No”, attachments are not required. You will need to upload an attachment if the person completing the application is not the Project Administrator. Information regarding the signing authority, or the delegation of such authority, should be uploaded as an attachment if the Project Administrator signature is not in the required 4 forms previously listed and are delegating signing authority to another person.

Submitting Forms

To receive funds, localities must complete the eligibility/application process through the DCJS On-line Grants Management System (OGMS) no later than 5:00 p.m. February 28, 2024. Each form must be marked as complete before you can submit. If you receive an alert, you will need to review the form for any missing required information.

Technical Assistance

Please contact the following DCJS staff for questions regarding your Local Law Enforcement, “LOLE”, Grant program:

- Nicole Phelps: email nicole.phelps@dcjs.virginia.gov or telephone 804.786.1577
- Tracy Matthews: email tracy.matthews@dcjs.virginia.gov or telephone 804.371.0635
- Natasha Winfree: email natashawinfree@dcjs.virginia.gov or telephone 804.659.7593

For assistance with the OGMS system, email ogmssupport@dcjs.virginia.gov and include the program area in the subject line. This should be used for general system questions and not form-specific inquiries.

For additional resources, refer to the Website Links under the Funding Opportunity.

GRANT SPECIAL CONDITIONS

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

2024 Local Law Enforcement Grant
FFY23 Justice Assistance Grant (JAG) Program
Funding Opportunity: 522456

Acceptance of this grant award by the subgrantee constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accordance with established employment and personnel policies; and assuring that all terms, conditions and assurances--those submitted with the grant application, and those issued with this award--are complied with.

By signing the Statement of Grant Award/Acceptance, the subgrantee agrees to:

- use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
- adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions; and,
- comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.

1. Compliance with general appropriations-law restrictions on the use of federal funds (FY2023)

The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subgrantee would or might fall within the scope of an appropriations-law restriction, the subgrantee is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS and OJP.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at: <https://ojp.gov/funding/Part200UniformRequirements.htm>.

3. Record retention and access

Records pertinent to the award that the subgrantee at any tier must retain -- typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies -- and to which the subgrantee at any tier must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subgrantee is to contact DCJS promptly for clarification.

4. Requirement to report actual or imminent breach of personally identifiable information (PII)

The subgrantee at any tier, must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to DCJS no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. OJP Training Guiding Principles

Any training or training materials that the subgrantee at any tier-- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

6. Effect of failure to address audit issues

The subgrantee understands and agrees that DCJS or the DOJ awarding agency may withhold award funds, or may impose other related requirements, if (as determined by DCJS or the DOJ awarding agency) the subgrantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subgrantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions: In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (www.ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subgrantee, the authorized subgrantee official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized subgrantee official, all assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs (OJP) or the Department of Criminal Justice Services (DCJS) taking appropriate action with respect to the subgrantee and the award. Among other things, the OJP and DCJS may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative

remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

8. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The subgrantee at any tier must comply with all applicable requirements of 28C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is currently available via the Electronic Code of Federal Regulations at: <https://www.ecfr.gov/current/title-28/chapter-1/part-38> , by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The subgrantee at any tier must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The subgrantee at any tier must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subgrantee at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subgrantee is to contact DCJS for guidance.

12. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subgrantee at any tier must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13. Requirement for data on performance and effectiveness under the award

The subgrantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJS as specified by DCJS in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. Requirements related to "de minimis" indirect cost rate

A subgrantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise DCJS in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the subgrantee at any tier) is to benefit a set of individuals under 18 years of age.

The subgrantee at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at:

<https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://www.ojp.gov/funding/financialguidedojo/overview>) including any updated version that may be posted during the period of performance. The subgrantee at any tier agrees to comply with the DOJ Grants Financial Guide.

17. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18. Potential imposition of additional requirements

The subgrantee agrees to comply with any additional requirements that may be imposed by the DOJ and DCJS during the period of performance for this award if the subgrantee is designated as "high-risk".

The subgrantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

19. Employment eligibility verification for hiring under the award

1. The subgrantee at any tier must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subgrantee properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the subgrantee who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The subgrantee's monitoring responsibilities include monitoring at any tier and compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subgrantees officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subgrantee at any tier may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subgrantee uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subgrantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subgrantee at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email EVerify at:

E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJS and OJP, before award acceptance.

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subgrantee--
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the subgrantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - a. it represents that--(1) it has determined that no other entity that the subgrantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise

restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

21. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

22. All subawards ("subgrants") must have specific federal authorization

The subgrantee at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

23. Requirements related to System for Award Management and Universal Identifier Requirements

The subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subgrantees must be registered in SAM to receive an award and must maintain an active registration for the entire period of the award.

The details of the subgrantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subgrantee at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subgrantee, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS and OJP.

25. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The subgrantee at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subgrantee at any tier must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantees, or individuals defined (for purposes of this condition) as "employees" of any subgrantee.

The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subgrantees related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27. Requirement to report potentially duplicative funding

If the subgrantee currently has other active awards of federal funds, or if the subgrantee receives any other award of federal funds during the period of performance for this award, the subgrantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subgrantee must promptly notify DCJS in writing of the potential duplication, and, if so, requested by DCJS, must seek a budget-modification or change-of-project-scope to eliminate any inappropriate duplication of funding.

28. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subgrantee at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--

(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm>

(select "Submit Report Online");

(2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or

(3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29. Use of program income (Project Income)

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly to DCJS. Any funds generated as a direct result of DCJS grant-funded projects are deemed project income. Examples of project income might include service fees; client fees; usage or rental fees; sales of materials; and income received from sale of seized and forfeited assets (cash, personal or real property included).

30. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the subgrantee at any tier, must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The subgrantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The subgrantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

31. Compliance with 28 C.F.R. Part 23 in Information technology systems

With respect to any information technology system funded or supported by funds under this award, the subgrantee at any tier, must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the subgrantee may be fined as per 42 U.S.C. 3789g(c)-(d). Subgrantee may not satisfy such a fine with federal funds.

32. Protection of human research subjects

The subgrantee at any tier, must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

33. Confidentiality of data

The subgrantee at any tier, must comply with all confidentiality requirements of 34 U.S.C. section 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

The subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34. Required online (internet-based) Law Enforcement Task-Force Training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement.

The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the subgrantee.

Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

35. Justification Consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

36. Authorized Representative Declaration

The subgrantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the subgrantee entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The subgrantee further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

37. National Environmental Policy Act Compliance

Upon request, the subgrantee at any tier, must assist the Bureau of Justice Assistance (BJA) in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the subgrantee. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the subgrantee agrees to contact BJA.

The subgrantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subgrantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of this Special Condition to Subgrantee's Existing Programs or Activities: for any of the subgrantee's existing programs or activities that will be funded by these grant funds, the subgrantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity. Questions about this determination may be directed to your grant monitor at DCJS.

38. Establishment of trust fund

If award funds are being drawn down in advance, the subgrantee is required to establish a trust fund account. Subgrantees must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The subgrantee also agrees to obligate the award funds (including any interest earned) during the period of performance for the award and expend within 45 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to DCJS at the time of closeout.

39. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

40. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

41. Use of funds for DNA testing

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Subgrantees utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of that document to BJA.

42. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subgrantee at any tier uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subgrantee must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the subgrantee may submit evidence to demonstrate diligent monitoring of compliance with this condition. DOJ will give great weight to any such evidence in any express written determination regarding this condition.

43. Bulletproof Vest Partnership (BVP) Program

JAG funds may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

44. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If subgrantee uses funds under this award to purchase body armor, the subgrantee must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The subgrantee must keep signed certifications on file for any planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

45. Extreme risk protection programs

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation, and penalties for abuse of the program.

46. Unmanned Aircraft Systems (UAS)

The subgrantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

47. Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The subgrantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subgrantees of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS"). The details of subgrantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Subgrantee Integrity and Performance Matters, including Subgrantee Reporting to FAPIIS), and are incorporated by reference here.

48. Facial Recognition Technology (FRT)

In accepting this award, the subgrantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the subgrantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Subgrantees utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

49. Documentation requirements

The subgrantee agrees promptly to provide, upon request, financial or programmatic related documentation related to this award, including documentation of expenditures and achievements.

50. Non-Supplanting requirement

Funds made available through this award will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes. Guidance on the non-supplanting requirement is available here:

https://ojp.gov/archives/financial_guides/financialguide11/PreawardRequirements/chapter5page6.htm

51. Discrimination findings

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against the subgrantee organization, the subgrantee must forward a copy of the findings to the Office for Civil Rights.

52. Civil Rights training requirement

The subgrantee agrees to meet the civil rights training requirements through viewing the online training modules offered through the Office on Civil Rights at <https://ojp.gov/about/ocr/assistance.htm>. The subgrantee must review these training modules at least once per grant cycle and must view the civil rights overview, standard assurances modules, and the module on the obligations to provide services to limited English proficient (LEP) individuals.

53. Performance and obligation periods

Grant funds, including state and local match, may be expended and/or obligated during the grant award period of performance. Subgrantees may only charge to the award allowable costs incurred during this grant award period. All properly incurred obligations must be liquidated no later than 45 days after the end of the award period. No new obligations may be made during the liquidation period. The subgrantee agrees to submit a final financial report and return all received and unexpended grant funds to DCJS within 45 days of the end of the grant award period.

54. Travel Policy

Subgrantees may follow their own established travel rates if they have an established travel policy. DCJS reserves the right to determine the reasonableness of an organization's travel policy. If the subgrantee does not have an established policy, then they must adhere to federal travel policy. DCJS allows reimbursement for actual reasonable expenses and meals according to per diem. Please refer to the following IRS website for the most current mileage rate: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. Transportation costs for air and rail must be at coach rates.

55. Project initiation

Within 60 days of the starting date of the grant, the subgrantee must initiate the project funded. If not, the subgrantee must report to DCJS, in writing, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the subgrantee must obtain approval in writing from DCJS for a new implementation date or DCJS may cancel and terminate the project and redistribute the funds.

56. Contract Amendments

Contract/budget amendments must be submitted for review in the On-line Grants Management System (OGMS). These contract amendments include, but are not limited to, the following:

- Budget Amendment – Revision
- Budget Amendment – In Line Adjustment
- Change in Grant Funded Staff
- Change in Authorized Official
- Change in Award Sponsorship
- Project Scope of Work Revision
- Reporting Extension

Check with your grant monitor for details regarding submitting contract amendments via OGMS.

No amendment to the approved budget may be made without the prior approval of DCJS. No more than two (2) budget amendments will be permitted during the grant period. Budget Revision – Amendment requests, along with accompanying narrative, are to be submitted using the On-line Grants Management System (OGMS). The submission deadline for budget amendments is 45 days prior to the end of the grant period. Changes in grant funded staff and authorized officials must be made in a contract amendment within 30 days of the change occurring.

57. Financial audits

The subgrantee agrees to forward a copy to DCJS of the subgrantee's scheduled financial statement audit for the fiscal year that covers the grant award period. If the subgrantee is a local government or non-profit organization and expends \$750,000 or more in federal awards (from all sources) during its fiscal year, the subgrantee is required to submit the appropriate single or program specific audit in accordance with the provisions outlined in 2CFR Part 200 Subpart F.

58. Procurement

The subgrantee agrees to provide for fair and open competition when procuring goods and services with award funds and to maintain documented procurement policies and procedures. Permission to make a sole source procurement requires the prior approval of DCJS. Any request for exemption to this regulation must be filed in writing.

59. Conflict of interest

All subgrantees must have a written conflict of interest policy. The subgrantee certifies that it will disclose in writing any potential conflict of interest to DCJS in accordance with applicable federal awarding agency policy as required in 2 C.F.R. Part 200, Subpart E § 200.112.

60. Financial management systems

All subgrantees are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. They must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. Subgrantees must properly track the use of award funds and maintain adequate supporting documentation including maintaining proper documentation for all paid grant and match staff and volunteer time reported. Further information is available in the DOJ Financial Guide at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

61. Required reports

The subgrantee agrees to submit, on or before scheduled due dates, such reports as required by DCJS. This includes filing required reports using the On-line Grants Management System (OGMS). Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

62. Delegation of responsibility

Any delegation of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding by which the implementing organization agrees to comply with all applicable grant terms, conditions, and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions, and assurances of the grant award.

63. Monitoring and access to grant records

The subgrantee at any tier, agrees to comply with OJP and DCJS grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA, OCFO, and DCJS on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The subgrantee agrees to provide to BJA, OCFO, and DCJS all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the subgrantee agrees to abide by reasonable deadlines set by BJA, OCFO, and DCJS for providing the requested documents. Failure to cooperate with BJA's/OCFO's/DCJS's grant monitoring activities may result in sanctions affecting the subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subgrantee's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the subgrantee as a DOJ High Risk grantee; or termination of an award(s).

64. Required attendance at BJA sponsored events

The subgrantee at any tier, must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

65. Encouragement of submission of “success stories”

BJA strongly encourages the subgrantee to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the subgrantee does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

66. Access to services – Limited English Proficiency (LEP)

Compliance with Title VI of the Civil Rights Act and Omnibus Crime Control and Safe Streets Act requires subgrantees of Federal financial assistance to take reasonable steps to provide persons of LEP meaningful access to services. All organizations that provide direct services are required to have an LEP plan as part of their organization’s policies. Further information on the responsibilities to provide language services to LEP individuals can be found at <https://www.lep.gov/>.

67. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

68. Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

69. Publications

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice and DCJS." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice and DCJS. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

70. Additional "Action Item" encumbrances

Any additional "action item" encumbrances related to your award will be shown online via the DCJS On-line Grant Management System (OGMS) website under menu item Grants> Encumbrances. The subgrantee must comply with any items listed there prior to DCJS disbursing funds.

Unless otherwise stated, all encumbrances must be met by their determined deadline. If they remain unmet by their deadline, then the subgrantee must report to the DCJS, by letter, the steps taken to achieve compliance, the reasons for non-compliance, and the expected date of compliance. DCJS may terminate grant funding based upon unexplained or unreasonable failure to substantially comply with encumbrances within reasonable specified time frames.

REPORTING REQUIREMENTS AND PROJECTED DUE DATES

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

<p style="text-align: center;">2023 Local Law Enforcement Grant FFY22 Justice Assistance Grant (JAG) Program Funding Opportunity: 522456</p>

REPORTING REQUIREMENTS

By accepting the accompanying grant award, you are agreeing to submit online quarterly financial reports and programmatic progress reports, if any, for this grant throughout the grant period, as well as final reports to close the grant, if required. No eligible current subgrantee of funding will be considered for continuation funding if, as of the continuation application due date, any of the required financial and progress reports for the current grant are more than 30 days overdue. For good cause, submitted in writing by the grant subgrantee, DCJS may waive this provision.

To submit reports, requests, and to view your grant award, refer to the On-line Grants Management System (OGMS) at our website: website: ogms.dcjs.virginia.gov. In order to use this web-based system, if you have not previously done so, you must register in OGMS.

- FINANCIAL REPORTS & REIMBURSEMENTS (Claims) – OGMS Detail of Expenditure/ Reimbursement forms are due within 45 days after the grant period ends on 07/31/2024 . If the due date falls on a weekend or non-business day, the report is due on the next business day. For financial questions, contact Joseph Thompson at (804) 225-2782 or via email at Joseph.thompson@dcjs.virginia.gov
- BUDGET (Contract) AMENDMENTS may be submitted for consideration through OGMS. Please refer to “#56. Contract amendments”, above. Please review your Special Conditions carefully to determine the requirements and procedures for amending budgets. For contract amendment questions, contact your assigned Grant Monitor.

- **GRANT CLOSEOUT:** The subgrantee has up to 45 days from the end of the award period to liquidate any unpaid obligations and submit a final claims report. The liquidation period exists to allow projects time to receive final invoices and make final payments -- no new obligations may be incurred during this period. Closeout questions should be directed to Joseph Thompson at (804) 225-2782 or via email at Joseph.thompson@dcjs.virginia.gov.

FINANCIAL REPORTING SCHEDULE

CALENDAR QUARTER ENDING	REPORT DUE DATES
07/31/2024	09/14/2024

For technical assistance regarding OGMS, please e-mail: ogmssupport@dcjs.virginia.gov.

For grant related questions or requests, please contact your assigned DCJS Grant Monitor.

Page 1 - CSA Supplemental Allocation Request Form — FY24

Date Created: 11/20/2023

Date Printed: 11/21/2023

Locality(FIPS): Russell (167)

Base Rate: 0.1894

Contact Person: Olivia Rutledge (olivia.rutledge@dss.virginia.gov)

of Supplement Requested: 1

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

THIS REQUEST IS FOR FISCAL YEAR FY24

		Local Match Rate	Actual FY24 Mandated Net Expenditure (*Excludes Pended Pool Report) (a)	Projected FY24 Additional Expenditure (b)	Total FY24 Actual+Projected Expenditure (a + b = c)	Local Share FY FY24 Actual+Projected Expenditure (c * local match rate = d)	State Share FY FY24 Actual+Projected Expenditure (c - d = e)
1. CONGREGATE CARE / MANDATED RESIDENTIAL SERVICES							
1a.	Foster Care - IV-E children in Licensed Residential Congregate Care; pool expenditures for costs not covered by IV-E (i.e., non room-and-board)	0.2367	\$0.00	0	\$0.00	\$0.00	\$0.00
1b.	Foster Care - all others in Licensed Residential Congregate Care	0.2367	\$109,686.25	236100	\$345,786.25	\$81,847.61	\$263,938.64
1c.	Residential Congregate Care - CSA Parental Agreements ; DSS Noncustodial Agreements	0.2367	\$0.00	0	\$0.00	\$0.00	\$0.00
1e.	Educational Services - Congregate Care	0.1894	\$26,070.97	143000	\$169,070.97	\$32,022.04	\$137,048.93
I	CONGREGATE CARE / MANDATED RESIDENTIAL SERVICES SUBTOTAL (Sum of lines 1a+1b+1c+1e)		\$135,757.22	\$379,100.00	\$514,857.22	\$113,869.65	\$400,987.57
2. OTHER MANDATED SERVICES							
2a.	Treatment Foster Care - IV-E	0.1894	\$220,296.00	685000	\$905,296.00	\$171,463.06	\$733,832.94
2a.1	Treatment Foster Care	0.1894	\$200,822.91	820000	\$1,020,822.91	\$193,343.86	\$827,479.05
2a.2	Treatment Foster Care - CSA Parental Agreements ; DSS Noncustodial Agreements	0.1894	\$0.00	0	\$0.00	\$0.00	\$0.00
2b	Specialized Foster Care - IV-E; Community Based Services	0.1894	\$0.00	0	\$0.00	\$0.00	\$0.00
2b.1	Specialized Foster Care	0.1894	\$0.00	0	\$0.00	\$0.00	\$0.00
2c.	Family Foster Care - IV-E; Community Based Services	0.0947	\$0.00	0	\$0.00	\$0.00	\$0.00
2d.	Family Foster Care Maintenance only	0.1894	\$0.00	0	\$0.00	\$0.00	\$0.00
2e.	Family Foster Care - Children receiving maintenance and basic activities payments; independent living Stipend/Arrangements	0.1894	\$5,950.36	26000	\$31,950.36	\$6,051.40	\$25,898.96
2e1.	State Kinship Guardianship	0.1894	\$0.00	0	\$0.00	\$0.00	\$0.00
2e2.	Federal Kinship Guardianship	0.1894	\$0.00	0	\$0.00	\$0.00	\$0.00
2f.	Community - Based Services	0.0947	\$3,463.45	12000	\$15,463.45	\$1,464.39	\$13,999.06
2f.1	Community Transition Services - Direct Family Services to Transition from Residential to Community	0.0947	\$0.00	0	\$0.00	\$0.00	\$0.00
2g	Special Education Private Day Placement	0.1894	\$21,522.85	74000	\$95,522.85	\$18,092.03	\$77,430.82
2i.	Psychiatric Hospitals/Crisis Stabilization Units	0.1894	\$0.00	0	\$0.00	\$0.00	\$0.00
II.	OTHER MANDATED SERVICES SUBTOTAL (Sum of lines 2a+2a1+2a2+2b+2b1+2c+2d+2e+2e1+2e2+2f+2f1+2g+2i)		\$452,055.57	\$1,617,000.00	\$2,069,055.57	\$390,414.74	\$1,678,640.83
III.	GRAND TOTAL (Line I + Line II)		\$587,812.79	\$1,996,100.00	\$2,583,912.79	\$504,284.39	\$2,079,628.40
IV.	The Supplemental allocation requested from OCS (Detailed calculation on Page 2, Line L = Line F - Line E):				\$1,645,109.17	\$326,245.79	\$1,318,863.38

Comments*:

We currently have 6 children placed in Treatment Foster Care who have not had previous expenditures but are projected in both TFC line items. We continue to have a child placed out-of-state who is non-Medicaid and non-Title IV-E eligible. We also have one child receiving Private Day School services and the provider had a 20% increase in per diem service cost. They are the only provider who serves SWVA.

Date Created: 11/20/2023
 Locality(FIPS): Russell (167) Base Rate: 0.1894
 Contact Person: Olivia Rutledge (olivia.rutledge@dss.virginia.gov)
 # of Supplement Requested: 1

Date Printed: 11/21/2023

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

THIS REQUEST IS FOR FISCAL YEAR FY24

		Total	Local Share	State Share
A.	Current Total Pool Allocation: Total dollar amount of pool funds allocated for FY24 which includes initial-allocation and any approved supplemental allocations/adjustments. This includes mandated and non-mandated pool funds available.	\$941,226.00	\$178,268.00	\$762,958.00
B.	Current Non-Mandated Protected Amount: Total dollar amount of current non-mandated protected funds.			\$31,345.00
C.	Non-Mandated Costs : Amount of Actual Non-Mandated expenditures. (RESIDENTIAL/CONGREGATE CARE)			\$0.00
C1.	Non-Mandated Costs: Amount of Actual Non-Mandated expenditures. (COMMUNITY BASED)			\$2,192.98
D.	Unused Non-Mandated Protected Funds Available: (Line B - Line C - Line C1)			\$29,152.02
E.	Mandated Funds Available: This number represents the existing allocated funds available for the mandated population. (Line A - Line B + Line D)			\$760,765.02
F.	Net Projected Mandated Expenditure (without WRAP)(excluding pended reports) (From Page 1, Line III)			\$2,079,628.40
L.	Supplemental Allocation Funds/Additional Mandated Funds requested for pool reports reimbursement (without WRAP) - all the three columns should be greater than \$50: (Line F - Line E)	\$1,645,109.17	\$326,245.79	\$1,318,863.38
M.	Submitted Mandated Net Expenditure (without WRAP) (including pended reports): This is the total mandated dollar amount that your locality has submitted for FY22. This total is calculated based on the first PEND or SUBMIT of this supplement request.	\$587,812.79	\$116,191.92	\$471,620.87
N.	Projected Mandated Funds remaining for future pool reports reimbursement (without WRAP) after this supplement is fully funded - all the three columns should be greater than \$50: (Line E + Line L - Line M)	\$1,996,100.00	\$388,092.47	\$1,608,007.53

IMPORTANT!

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

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

Submit Pend

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

Handwritten signature and date: 12/12/23



St. Paul Fire Department

16640 Russell Street

PO Box 613

St. Paul, VA 24283

www.spfdva.com

V 276-762-9516 F 276-794-5167

EMS First Response Resolution Request

Russell County, VA

- Need for EMS First Response
 - EMS Agencies nationwide are struggling to continue to operate with volunteers.
 - We must be creative to help fill the void to protect our own and our citizens.
 - The ability to protect our own when an ambulance is not available. Firefighters are at a high risk of cardiac and traumatic emergencies.
 - To protect our EMS licensed members to be able to provide more patient care rather than just basic first aid.
- Our Request
 - Resolution from the Board of Supervisors for St. Paul Fire Department to provide Emergency Medical Services as a First Response Non-Transport Agency
 - Authorization for the County Administrator or Emergency Management Director to sign the EMS Agency Licensure form
- Why
 - This will allow St. Paul Fire Department to be licensed by the Virginia Office of Emergency Medical Services to respond to EMS calls to provide lifesaving Emergency Medical Services when an ambulance is not available, buying time for an ambulance to arrive to the scene.
 - Reference: 12VAC5-31-610

Part II. EMS Agency, EMS Vehicle and EMS Personnel Standards

Article 1. EMS Agency Licensure and Requirements

12VAC5-31-610. Designated emergency response agency standards.

A. A designated emergency response agency shall develop or participate in a written local EMS response plan that addresses the following items:

1. The designated emergency response agency shall develop and maintain, in coordination with their locality, a written plan to provide 24-hour coverage of the agency's primary service area with the available personnel to achieve the approved responding interval standard.
2. A designated emergency response agency shall conform to the local responding interval, or in the absence of a local standard the EMS agency shall develop a standard in conjunction with OMD and local government in the best interests of the patient and the community. The EMS agency shall use the response time standard to establish a time frame the EMS agency complies with on a 90% basis within its primary service area (i.e., a time frame in which the EMS agency can arrive at the scene of a medical emergency in 90% or greater of all calls).
 - a. If the designated emergency response agency finds it is unable to respond within the established unit mobilization interval standard, the call shall be referred to the closest available mutual aid EMS agency.
 - b. If the designated emergency response agency finds it is able to respond to the patient location sooner than the mutual aid EMS agency, the EMS agency shall notify the PSAP of its availability to respond.
 - c. If the designated emergency response agency is unable to respond (e.g., lack of operational response vehicle or available personnel), the EMS agency shall notify the PSAP.
 - d. If a designated emergency response agency determines in advance that it will be unable to respond for emergency service for a specified period of time, it shall notify its PSAP.

B. A designated emergency response agency shall have available for review a copy of the local EMS response plan that shall include the established EMS Responding Interval standards.

C. A designated emergency response agency shall document its compliance with the established EMS response capability, unit mobilization interval, and responding interval standards.

D. A designated emergency response agency shall document an annual review of exceptions to established EMS response capability and time interval standards. The results of this review shall be provided to the agency's operational medical director and local governing body.

Statutory Authority

§§ 32.1-12 and 32.1-111.4 of the Code of Virginia.

Historical Notes

Derived from Virginia Register Volume 29, Issue 1, eff. October 10, 2012.

**LEBANON COMMUNITY
FOOD PANTRY**
1178 W Main Street
P. O. Box 2573
Lebanon, VA 24266
(276) 979-6592

December 14, 2023

Dear Sir or Madam:

As I'm sure you know, food prices and living expenses have reached exorbitant levels and families are finding it difficult to meet their daily needs. We are a new non-profit food pantry located in Lebanon, Virginia, and serve the citizens of Russell County who are food insecure.

We are not church-affiliated and have no dedicated sponsors at this time. Therefore, we are asking if your business/employees would join us in our endeavors, perhaps by collecting non-perishable food items or making monthly financial donations to assist with pantry expenses.

We understand if you are not able to donate. However, we would appreciate your prayers as we strive to assist the residents of Russell County. Thank you for your consideration!

Merry Christmas!

Mark & Jennifer Skeen



MONTHLY BANK BALANCES

November 30, 2023

Regular Account	11,612,033.97
Employee Insurance	2,552,974.55
Employee Claims Account	1,000.00
School Project Captial Fund	880,478.84
Non-Judicial Reals Estate Sales	40,012.42
School Textbook	5,401.75
Sheriff Domestic Violence	1,183.35
Petty Cash Treasurer	378.55
Sheriff Seized Assets	27,078.36
Sheriff Restitution	4,767.71
Sheriff Forfeited Assets	1,348.49
Comm Attorney Forfeited Assets	32,380.85
Sheriff Federal Forfeited Assets	2,750.37
Comm Attorney Fed Justice Forfeited Assets	55,430.36
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	1,566.64
Sheriff Special Projuects	18,464.51
SSI Recipients	(79.45)
Social Service -Coy Hall Dedicated Account	5,558.00
Bank of Honaker	91,604.18
New Peoples Bank	614,779.39
Certificates of Deposit General	49,575.00
Treasurer's Money Market	2,740,674.15
Certificate of Deposit Library Donations	24,788.80
Certificate Of Deposit Employee Insurance	4,007,010.69
Total Cash In Bank	22,771,661.48
Cash In Office	2,754.90
Petty Cash	100.00
TOTAL CASH	22,774,516.38

ACCOUNT	DATE	November 30, 2023
	DEBIT	CREDIT
Cash in Office	2,754.90	
Cash in Bank	22,771,661.48	
Petty Cash	100.00	
General Fund		9,960,401.99
Non-Judicial Real Estate Sales		40,012.42
Sheriff In State Trip		73,297.49
Sheriff Dare Fund		100.00
Sheriff Seized Assets		27,078.36
Sheriff Restitution		4,767.71
Sheriff Forfeited Assets		1,348.49
Comm Attorney Forfeited Assets		32,380.85
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		2,750.37
Sheriff Domestic Violence		1,183.35
Comm Attorney Abandoned Prop		500.00
Comm Attorney Fed Justice		55,430.36
Sheriff Fed Justice Forfeited		1,566.64
Sheriff's Special Projects		18,464.51
Social Services		(500,922.64)
Swva Asap		26,311.07
Coal Road Improvement		1,107,208.49
CSA		(1,214,776.62)
School Fund		141,665.31
School Food		1,951,065.07
School Skilled Trade Program		125,000.00
School Textbook		5,401.75
Regional Adult Education		247,093.64
Petty Cash Treasurer		378.55
COVID 19		2,068.07
Litter Fund Trash Pickup		(31,256.65)
American Rescue Act		2,788,697.49
School Projects Capital Fund		880,478.84
Opioid Settlement Fund		273,691.09
Current Credit		(0.79)
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		(79.45)
Damage Stamp Fund		2,823.98
Valley Heights		96,691.41
Dante Sewer		53,706.00
Employee Health Insurance		2,552,974.55
Employee Insurance COD		4,007,010.69
Employee Insurance Claims		1,000.00
Law Library		63,540.63
Special Welfare		49,801.83
Housing Fund #2		7,700.00
Russell Co Health & Fitness		132,865.92
Cannery		(265,499.86)
WIB		10,051.75
Total	22,774,516.38	22,774,516.38

November 9, 2023

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on November 9, 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
Will Wampler III, Attorney

GUESTS:

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 Donnie Christian second by Tony Dodi and duly approved by the Industrial Development Authority of Russell County, Virginia approving the minutes of the October 5, 2023 meeting.

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 Tony Dodi, second by John Stamper and duly approved by the Industrial Development Authority of Russell County, Virginia approving the October 2023 financial reports and payment of the invoices presented.

The Vote was:

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

Nay: None

Absent: None

EXECUTIVE DIRECTOR'S REPORT

The Executive Director has arranged the sale of the Polycap equipment with Ritchie Brothers Auctions. The board needs to approve an agreement with Cumberland Plateau Planning Commission to forward their portion of the proceeds after the sale of the equipment.

Upon motion made by John Stamper, second by Donnie Christian and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director to execute the agreement with Cumberland Plateau Planning District for the sale of the equipment located at 219 Joe Gillespie Drive, Lebanon VA. The Executive Director, Chairman and Secretary are authorized to sign all documents relating to this agreement.

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 Executive Director reported there was an error in the deed for Reynolds Wheels property approximately 15 years ago and needs to be resolved.

Upon motion made by Tony Dodi, second by Ron Blankenship and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director to sign the corrected deed for Reynolds Wheels property as described in Deed Book 483 page 127. The Executive Director, Chairman and Secretary are authorized to sign all documents relating to this deed correction.

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 Donnie Christian, second by Jarred Glass and duly approved by the Industrial Development Authority of Russell County, Virginia to enter Closed Session as permitted by, VA Code #2.2-3711 (1) Personnel - Salaries (2) Acquisition/Sale of Property - Project "Bluebird" (5) Prospective Unannounced Business - Project "Bluebird" (6&7) Legal - Project "Bluebird".

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 Harry Ferguson, second by Tony Dodi, 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 Ron Blankenship and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director to apply for funding from The Commonwealth Opportunity Fund and The Tobacco Commission to support Project "Bluebird". 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

Upon motion made by Jarred Glass, second by Donnie Christian and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing a bonus to the Executive Director for \$4000.00, Administrative Assistant for \$2000.00 and to the Secretary for \$750.00.

The Vote was:

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

Nay: None

Abstain: C. Elliott

Absent: None

ADJOURNMENT

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia changing the next meeting to December 13, 2023 at 5:30 PM in the Russell County Conference Center and 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

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Russell County Tourism BOS Report November/December 2023

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. After this presentation at CHS, I have been in discussion with coordinator Sherry Allen to coordinate a field trip to get our youth out and into their community to experience some of the recreation, history, and culture that surrounds them.

I have been contacted by Lebanon Primary to also come in for a tourism presentation to share with our younger residents. I have reached out to the Honaker High School Afterschool coordinator to schedule a date to present our youth presentation to them, as well.

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.

VA1 Governor's Summit – Richmond, Virginia

After attending the VA1 Tourism Governor's Summit in Richmond, Virginia, this year from Sunday, November 12th, to Tuesday, November 14th, I was provided the chance to network with other professionals in the field, promote Russell County, Virginia to key audiences, and share the projects that we are currently working on while gathering feedback from other localities on their current, future, and past projects.

All Trails Partnership

After a meeting with Kim Smith with HOA she was able to provide me with a connection with All Trails. All Trails is an app that is often used by hikers to share their experiences, map their

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hikes, and find new hikes. They have recently started a partnership program that is free of charge for DMOs (Destination Marketing Organizations) to gather information on the hikes 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 provided our login information, so we are now able to collect that data to view our visitor travel to trails, hikes, etc. within Russell County. Of course, this information is limited to only hikers who utilize the All Trails app. With that in mind, we are able to collect a select demographic/total number of avid hikers to collect the data from our hiking trails that we previously did not have access to.

Adventure Guide – ARPA

The final design draft has been completed, that both Amber with 2Color Design and I have been able to work together on developing. Since the final design draft, the draft has been sent to the editors and we will be expecting to receive this back as soon as possible. Once the edits from the editors are completed, we will be sending these off to the printers. We hope to have these guides back by early 2024, to then be distributed. The draft has been provided in your board packets.

Small Business Connections and Networking Initiative

I have been able to connect with multiple business owners throughout the county to share information on resources that are available to them to help ensure the success of their businesses. And helping to get them in contact with the other individuals in the industry that I believe would be beneficial or would best be able to help them in the area they are seeking.

Based on the feedback that I am receiving from business owners, they require resources. This is not only grants/funds but also educational opportunities, keeping books, business plans, social media marketing, etc. Over the course of 2024, I will begin communication with industry partners to help create a networking and educational conference. Where business owners or aspiring business owners can come to hear from some success stories and connect with leading industry contacts that are valuable to them including the SBDC (Small Business Development Authority), VTC (Virginia Tourism Corporation), HOA (Heart of Appalachia Tourism Authority), and much more. These professionals in this field can provide the business owner with resources but many of the business owners in our county and region are not properly informed or educated about these opportunities available to them.

Agritourism Meeting – November 16th

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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.

Meeting Highlights

Century Farms – Getting your farm listed if it 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

The next Agritourism Subcommittee Meeting has been set for February 2024, the exact date has not yet been set.

Tourism Advisory Committee (TAC) Meeting – December 12th

For the December Meeting on Tuesday, December 12th, 2023, the minutes from the previous November meeting were not reviewed for approval. The committee will be reviewing those minutes from the November meeting as well as the December meeting for approval in January. This was due to the annual Tourism Advisory Committee Christmas Party set forth by the committee.

Current Committee Seats - 2024

Chairperson: Jennifer Chumbley (District 3 representative)

Vice Chairperson: Alice Meade (At Large representative)

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Secretary: Janice Halsey (District 5 representative)

Treasurer: Dustin Blackson (District 2 representative)

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: February 8th, 2024 – March 14th, 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: February 8th, 2024 – March 14th, 2024

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

(VTC) Marketing Leverage Program

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: February 8th, 2024 – March 14th, 2024

How: Online application portal

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VA 250 Tourism Marketing Program

Reimbursable grant program to leverage existing marketing funds. Requires a targeted and researched-based marketing plan.

Marketing Focus: Destinations, programs, attractions, and events related to America's 250th Commemoration and the quest for freedom.

Who is eligible: Officially recognized VA250 Committees

Spring Round: March 5th, 2024 – April 11th, 2024

Fall Round: Opening Mid-October – Closing Mid-November

1:1 Cash Match

Max Award: \$10,000

Virginia LOVEwork Sign Reimbursement

Industry Partners Announcement from VTC

“Applications for new LOVEwork reimbursements will close on January 1st, 2024. If you would like to apply, please submit your application no later than 5:00 pm.

All currently approved applicants should know their LOVEwork reimbursements will be honored- no matter how long it takes them to complete the process. Sarah Atkins (satkins@virginia.org) will be reaching out to you directly with all relevant information.

If you or a business in your locality builds a LOVEwork after we've stopped accepting reimbursement applications, we would still love to have those listed on Virginia.org and added to our LOVEwork Google Map.”

Please note that the Russell County Tourism Department has already utilized these funds for the LOVEwork sign located at the Old Russell County Courthouse. Once the funds are used by a department/organization/or business they are unable to use those funds again.

Blue Ridge Outdoors - \$500

Instagram Story BOGO

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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 – Annual Overview 2023

Followers: 8.5k

- Increase of 782 followers at 28.8% since the beginning of the year

Likes: 7.8k

- Gained 449 new page likes to our page over the past year of 2023

People Reached: 138,213

- Increase of 91.6%: content distributed to media accounts including both followers and non-followers.
- 4,616 of this number is from the past two monthly ads ran in September and October. This is a drastic increase in the number of people reached compared to previous years.
- Our reach in the year 2022 capped at the end was a total of 72,119 which accounts for an increase for 2023 of 66,094. We have almost doubled our accounts reached for the year 2023, with consistent increases throughout the year.

Post Engagements: 49,356

- This accounts for engagement on the social media content that has been shared on our page including; likes, shares, comments, etc.

Webpage Total/Overview 2023 (since the new website development in July 2023)

Unfortunately, I am unable to share an increase due to the new development of this website. However, these statistics will provide a baseline for us to gauge improvement or identify areas that require more attention in the coming years. Although I cannot disclose specific growth percentages, I can affirm that since migrating our website from Sitelio (our previous hosting platform for the domain) to WIX (our current hosting platform), there has been a drastic

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difference in website sessions, engagement, brochure requests, and overall visitor interaction compared to the previous Sitelio website. WIX has proven to be a lifesaver, offering improved data viewing, enhanced capabilities for social media ads, streamlined design updating, and much more.

Site Sessions: 1,455

- A session is a visit to your site.

Unique Visitors: 1,267

- A visitor is considered unique when they connect from a different browser or device (IP address).

Traffic Sources: Ranked by top website drivers.

- Facebook (bio link, posts, etc.)
- Virginia.org (blog posts, event pages, listing, etc.)
- Direct (sessions from direct website URL entry)
- Google (searches from SEOs)

State Visitation: Our current highest out-of-state visitation and engagement come from Tennessee, primarily in Nashville. Additionally, we observe notable engagements on our website from states such as North Carolina, Georgia, and California. Analyzing state visitation provides us with an accurate outlook on the overall engagement, and this data aligns with the information we receive from our partners at the Heart of Appalachia Tourism Authority (HOA) and Virginia Tourism Corporation (VTC).

This valuable information enables us to strategically allocate and maximize our marketing budget, focusing on areas that would most effectively drive tourism to our county. We prioritize tracking visitor engagement on our website because it serves as a key indicator of the primary regions, we should target with our social media ads and identify the specific audiences we attract to our county. This is crucial as engagement with a locality's website signifies a genuine interest and investment in that location, making visitors more likely to plan a visit.

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International Website Traffic: Over the course of our website being up and running, we have observed a shift towards overseas traffic. Our region is uniquely positioned to offer an authentic experience, especially in contrast to larger cities. In the tourism industry, there's a significant global travel trend favoring authentic experiences, with travelers showing more interest in exploring undiscovered places rather than well-developed areas. This isn't to say that places like New York City or Chicago lack tourism appeal, but they are often considered 'Must See' destinations due to extensive marketing efforts.

In Russell County, we are able to leverage our existing resources to ensure a high-quality travel experience. From backroad motorcycle routes and natural preserves to recreational activities and small businesses, we are well-equipped to provide authentic and memorable experiences for our visitors.

Russell County Planning Commission

November 20, 2023

The Russell County Planning Commission met on Monday, November 20, 2023 in the conference room of the Board of Supervisors at the Russell County Government Center, 131 Highland Drive, Lebanon VA.

Members Present

Members Absent

Others Present

Oris Christian

Charlie Edmonds

John Mason

Ernie McFaddin

Jack Compton

Keith Ray

Philip Addington

Greg Stoots

Vice Chairman John Mason called the meeting to order at 6:30 p.m.

Invocation and Pledge of Allegiance given.

Amend agenda, Motion by, Jack Compton, seconded by Charlie Edmonds, motion passed unanimously.

Agenda approved. Motion by, Charlie Edmonds seconded by Philip Addington, motion passed unanimously.

October 16, 2023, Meeting minutes approved. Motion by Charlie Edmonds, seconded by Philip Addington, motion passed unanimously.

New Business

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.

A plat from Nature Conservancy was presented for approval to add additional property that adjoins their existing property. Motion to approve was made by Jack Compton, seconded by Charlie Edmonds, motion passed unanimously.

Review of Plats

Plats for the months of October and November were reviewed. Transactions dated October 17, 2023 through November 20, 2023.


All other plats were approved as presented

Other Business

Letter from previous chairman was shared with the board members

Secretary Ernie McFaddin updated the board on IDA projects.

Meeting adjourned. Motion by Charlie Edmonds, seconded by Philip Addington the motion passed unanimously.


Ernie McFaddin, Chairman

Attest:



Philip Addington, Secretary



Tourism Project Development

Status Color Legend & Toggle

Not Started	In Progress	Delayed	Complete	Continual Project		
ON	ON	ON	ON	ON	OFF	OFF

Projects	Status	Details	Anticipated Start Date	Anticipated End Date	Actual Start Date	Actual End Date	Estimated Cost	Actual Cost
Food Truck Park - IDA Project	Delayed	Project with the IDA to develop a Food Truck Park		June	May	September		
County QR Code development	Not Started	QR Code connecting businesses	N/A	N/A				
Website Update & Development	Complete	Reformatting the website to track visitors	May	June	May	August		
Blue Ridge Outdoors Ads - ARPA	Complete	June Ads	June	June	May	June		
Social Media Ads	Continual Project	Ads Run April-Dec						
Adventure Guide Production - ARPA	In Progress	Guide highlighting adventure in the county	August	December				
Photography - ARPA	Complete	Professional Photography	June	August	June	August		
BRECC - CPPD	In Progress	Economic Development Project	February	December				
Arty Lee Campground	In Progress	Webpage Development &	March	December				
VA 250 Planning	In Progress		Continuation	Continuation				
All Trails Applications	Complete	Data Partnership						
Small Business Networking Event	Delayed	Connecting small businesses through						
Heritage Days - Old Russell County Courthouse	Complete	Event celebrating the history in Russell County	June	September				
Century Farms Dedication - Agritourism	In Progress	Honoring farms throughout the county	April	N/A (currently)				
Old Russell County Courthouse Development	Complete	Picnic tables & signage	July	N/A (currently)				
Blue Ridge Outdoors Ads - ARPA	Complete	November Ad	October	November				
Picnic Table Project	Complete	Picnic Table Development	August	August				

RUSSELL COUNTY CONFERENCE CENTER

December 1, 2023

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

Date	Event	Event Type	Space
12/02/23	EMATS Christmas Dinner Jon Bowerbank	Individual Event	Full \$250
12/03/23	UMWA Local 1259 Christmas Party Ken Holbrook	Individual Event	Full \$135
12/05/23	Jenny Mae Fitness Christmas Party Jenny Curry	Individual Event	Full \$135
12/07/23	SWVCC Culinary Program Fundraiser Chef Steven Gilbert	Community Event	Full \$135
12/08/23	McReynolds Family Christmas Dinner Ann McReynolds	Individual Event	Full \$125
12/09/23	Yates Wedding and Reception Constance Yates	Individual Event	Full \$135

Date	Event	Event Type	Space
12/10/23	Birthday Party Kelley Snipes	Individual Event	Full \$125
12/11/23	Woodmen Life Chapter 410 Christmas Party Bonnie McGlothlin	Individual Event	Full \$135
12/13/23	IDA Christmas Dinner Ernie McFadden	Individual Event	Full \$60
12/14/23	Farm Bureau Christmas Banquet Nova Wallace	Individual Event	Full \$210
12/15/23	UMWA Christmas Dinner Kelly Smith	Individual Event	Full \$135
12/16/23	Mercy Ambulance Service Christmas Dinner Barbara Altizer	Individual Event	Full \$175
12/17/23	CWA Local 2204 Christmas Party Kim Fife	Individual Event	Full \$125
12/23/23	Milton Family Dinner Nancy McCoy	Individual Event	Full \$125

Date	Event	Event Type	Space
12/24/23	Neece Family Christmas Dinner Samantha Neece	Individual Event	Full \$125

- \$00.00

Final Total = \$ 2,130.00

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT BONANZA RESTAURANT IN LEBANON VIRGINIA ON DECEMBER 12TH 2023. 6 PM

MEMBERS & GUEST PRESENT

GARY DOTSON EUGENE FERGUSON HENRY STINSON TIM LOVELACE MIKE OQUINN
HENRY KINCER TONY MAXFIELD BARBARA COX CARL RHEA JOHN SEXTON

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 RT 58 W/683 MEMORIAL DRIVE SIGNPOST DAMAGED AT THE INTERSECTION NEEDS NEW POST FROM THE GROUND UP PLUS THE MEMORIAL SIGN IS BENT WITH BOLTS MISSING
- 4-RT 58 WEST MILE MARKER 68.8 ACROSS FROM HONAKER CHURCH GUARD RAIL DAMAGED
- 5-RT 19 N AT VALERO CROSS OVER END OF GUARD RAIL DAMAGED

ALL GUARD RAILS HAVE BEEN REVIEWED AND TURNED IN

SHOULDER REPAIR AND POTHOLE

- 1-RT 615 GRAVEL LICK BETWEEN GOLF ENTRANCE AND THE OLD TRASH DUMP ROAD SINKING WILL PATCH WHEN ASPHALT IS AVAILABLE
- 2-RT 82/682 NEAR INTERSECTION A DEEP DITCH NEEDS RIP RAP
- 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 67 DYE HILL A 40 FEET SECTION OF ROAD SINKING. WILL OVERLAY
- 7-RT 661 CLEVELAND ARTRIP BRIDGE GUARD RAIL BEING WASHED OUT NEAR CAMPBELL KISER ESTIMATE SUBMITTED
- 8-RT 19 NORTH NEAR SOULS HARBOR CHURCH ROAD SINKING. WILL MILL AND RESURFACE
- 9-RT 614 AT THE BLUFF NEEDS DEFLECTORS ROAD OFTEN FOGGY OR ICY
- 10-RT 82 CLEVELAND ROAD NEEDS REFLECTOR 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 645 JESSEE'S MILL ROAD NEEDS BRUSH CUT ALL THE WAY THROUGH
- 6- RT 19/80 INTERSECTION TIGER PAWS TO BE REINSTALLED
- 7- RT 683/ TROUT POND INTERSECTION SECOND PIPE ON TROUT POND THE ENTERANCE OF THE PIPE NEEDS TO BE CLEANED
- 8- RT 19 SOUTH NEAR STAMPERS GARAGE WATER STANDS IN ROAD CAUSING HYDRO-PLANE

ITEMS REPORTED CORRECTED

- 1-RT 58 QUARRY ROAD GUARD RAIL REPAIRED
- 2-RT 903 ROSEDALE SUBDIVISION POT HOLE REPAIRED
- 3-RT 645 JESSEE'S MILL ROAD FROM RT 82 RUFF ROAD REPAIRED
- 4-RT 682 SOME TREES AND BRUSH REMOVED
- 5-RT 661 RIPPLED ROAD REPAIRED NEAR JOE DOTSON'S
- 6-RT 651 HUBBARD TOWN ROAD /NEW GARDEN BLIND SPOT 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- ALL COUNTY ROADS NEEDS LINE PAINTED ON EDGES

UNDERLINED AND BOLD COMMENTS FROM HENRY KINCER

COMMISSION MEMBER INFORMATION

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 JANUARY 9TH 2024 WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICIPATION

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



RUSSELL COUNTY BUILDING DEPT
 137 HIGHLAND DR. SUITE D
 LEBANON, VA 24266
 276-889-8012
 276-889-8009

BUILDING PERMITS			
BUILDING PERMITS -11/28/2023-12/20/2023	ACTIVE --26	PENDING--1	TOTAL--27
INSPECTIONS--11/28/2023-12/20/2023			TOTAL--34
DILAPIDATED STRUCTURES			
Address	Property Owner	Tax Map I.D	Comments

16483 Second St. Paul	Donna Glovier	157 LIE 2965	<p>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</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> <p>12/18/2023: Progress Status Observation by RC Building Official- No progress in securing structure, Location has been advertised for 2 consecutive weeks, in Lebanon News, Certified Letter was sent to owner, no response, County did not receive the return receipt card from certified letter. 30 Day requirement for response will expire on Jan. 7, 2024. Follow up inspection will be conducted on Jan 8, 2024 and report will be presented to the Board of Supervisors in February Meeting</p>
GLOVIER PROJECT STATUS: FINAL NOTICE			

219 Timber Scent Rd	Laforest Leslie	160R112521	<p>12/16/2022: Complaint recv'd.</p> <p>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</p> <p>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</p> <p>11/30/2023: Property owner contacted RC Bld Official via email. inquired what would need to be done to bring to compliance, requested name of complainant.</p> <p>12/18/2023: Progress Status Observation by RC Building Official- Owners have installed a gate at the end of the driveway, to prevent entrance to property. Structure is structurally sound, there are no windows or doors. Owner has blocked off entrances and posted "NO TRESPASSING SIGNS". The owner has been in communication with the Building Office in regard to bringing site into compliance and obtaining a demolition permit for the structure.</p>
LAFORREST LESLIE PROJECT STATUS: PROGRESSING			
291 Memorial Dr.	Henry and Patricia Phillips	156 RIJ 3212	<p>1/10/2023: complaint received 9/12/2023: Per Building Official, single wide with busted windows in weeds</p> <p>11/17/2023: Building Official to follow-up and re-evaluate property for compliance</p> <p>11/21/2023: Building Official re-evaluated, Notice to Comply to be sent to the property owner.</p> <p>12/18/2023: Progress Status observation by RC Building Official, manufactured home is currently being demolished. A letter was sent to the owner previously, however, no response from property owner</p> <p>Manufactured home should be completely torn down by new year.</p>
291 MEMORIAL DR. PROJECT STATUS: PROGRESSING			

173 Straight Hollow Rd	Fred/Sharon Rife	160RIG2453	<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> <p>12/7/2023: Russell County recv'd certified return receipt card, signed for by James Saunders, no further contact at this point.</p> <p>12/18/2023: Progress Status Observation by RC Building Official-A tarp has been added to the end of the house. A tent is located beside the home. No progress in securing structure, Location has been advertised for 2 consecutive weeks, in Lebanon News, Certified Letter was sent to owner, no response, 30 Day requirement for response/explanation of intent, will expire on Jan. 7, 2024. Follow up inspection will be conducted on Jan 8, 2024 and report will be presented to the Board of Supervisors in February Meeting</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</p> <p>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/CLOSED			

192 Lower Bear Wallow Rd. Dante, VA	Tim and Rendy Hale	159 RIB 2189	<p>On-going project</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</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 November 29, 2023.</p> <p>12/18/2023: Progress Status Observation by RC Building Official- No progress in securing structure, Location has been advertised for 2 consecutive weeks, in Lebanon News, Certified Letter was sent to owner, no response, County did not receive the return receipt card from certified letter. 30 Day requirement for response will expire on Jan. 7, 2024. Follow up inspection will be conducted on Jan 8, 2024 and report will be presented to the Board of Supervisors in February Meeting</p>
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HALE PROJECT STATUS: ON/GOING—FINAL NOTICE

1951 Thompson Creek Rd Honaker, VA 1915—Corrected Address		76R174	<p>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.</p> <p>11/17/2023: Building Official will re-evaluate 1915 Thompson Creek Rd., due to possible transpose of address.</p> <p>11/21/2023: Building Official re-evaluated, Notification of ordinance violation to be sent to property owner.</p> <p>12/18/2023--Progress Status Observation by RC Building Official, main part of home is secured, windows and doors are installed, home does not appear to be accessible by the public. Windows are not installed in garage. It appears the area housing the cars, is a 3 wall carport and the roof is intact and doesn't appear to be rotted. Structure doesn't seem to fall within the Dilapidated Ordinance at this time.</p>
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JACKSON PROJECT STATUS: RE-EVALUATED/COMPLIANT/CLOSING

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.
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DOGTOWN JUNKYARD PROJECT STATUS: UNDER REVIEW WITH VIRGINIA STATE POLICE

EROSION & SEDIMENT CONTROL DEPT.

Bridgett McGlothlin—Program Administrator

ESC PLAN	5 Active		5 total
SINGLE FAMILY DWELLING AGREEMENT IN LIEU PLAN	8	1 Pending	9 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