

**RUSSELL COUNTY**  
**BOARD OF SUPERVISOR'S MEETING**  
**AGENDA – MAY 2, 2022**

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**BOS Board Room**

**Regular Meeting**

**5:00 PM**

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**Russell County Governmental Center**  
**Lebanon, Virginia 24266**



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**CALL TO ORDER & ROLL CALL – Clerk of the Board**

**EXECUTIVE SESSION (CLOSED) – Legal Matters – Potential business locating at the Moss III Property.** (Executive Session will begin at 5 p.m. and closed to the general public. Citizens are welcome to attend and wait in the boardroom until Executive Session is complete.)

**INVOCATION**

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

**APPROVAL OF AGENDA**

**ACKNOWLEDGEMENTS**

**Awards: 2022 State Winners**

**Castlewood High School**

**Forensics: Pam Roberson, Coach**  
**Wrestling: Jason Castle, Coach**

**Honaker High School**

**FBLA Winner: Betty Davis, Coach**  
**Forensics: Lindsey Vencill, Coach; Stacie Smith-Lester, Co-Coach**

Girls State Basketball Champions: Misty Miller, Head Coach  
Assistants: Darrell Davis, Steven McNulty, Chris Anderson, Brandon Miller

Lebanon High School

Congressional App Challenge – Virginia District Nine – First Place Winners  
Jani Purtee – Coach

Forensics: Ms. Sarah Moore, Coach  
Wrestling Champions: Chris Conley, Coach

**PUBLIC HEARING**

- 1. VDOT Six-Year Secondary Construction Plan 2022/23 – 2027/28
- 2. RC Property Right-of-Way Easement to Key Western LLC

**NEW BUSINESS**

- 1. Approval of Minutes. Consider approval of the minutes of the following meeting of the Russell County Board of Supervisors.....A-1
  - a. Unapproved minutes of April 4, 2022
- 2. Approval of Expenditures. Consider approval of expenditures presented for payment.....A-2

**CITIZEN’S COMMENT PERIOD** (Limited to 3 Minutes)

**CONSTITUTIONAL OFFICER REPORTS AND REQUESTS**

**COUNTY ATTORNEY REPORTS AND REQUESTS**

- 1. RC DSS Employee Bonus Ordinance.....B-1
- 2. CF Highlands LLC – Land Deed of Gift – Arty Lee Campground Parking.....B-2
- 3. Building Inspection Services Contract – Pure Salmon Project - Thompson & Litton Retainer Agreement and Memorandum of Understanding.....B-3
- 4. RC Property Right-of-Way Easement to Key Western LLC.....B-4
- 5. Cleveland Ball Park Lease.....B-5
- 6. St. Paul Temporary Emergency Agreement for Law Enforcement Services...B-6

**COUNTY ADMINISTRATOR REPORTS AND REQUESTS**

**REPORTS**

- 1. RC Tourism Coordinator Internship – Shiloh Lyttle – Radford University.....C-1
- 2. RC FY21 Financial Audit Report.....C-2
- 3. Virginia Coalfield Coalition’s Regional Cell Coverage Project.....C-3

**REQUESTS**

- 4. VDOT 6-Year Secondary Construction Plan Resolution.....C-4
- 5. VDOT Rte. 751 Abandonment Resolution.....C-5
- 6. VDOT Rte. 1080 (North Cedar Acres) Rural Addition Resolution.....C-6
- 7. VDOT Rte. 1211 (Cleveland Falls/Barrens) and Rte. 661 (Cleveland Campground) Recreational Access Funds Resolutions.....C-7
- 8. CDBG Grant Resolution - Dante Regional Sewer Line Extension Project.....C-8
- 9. DHCD Industrial Revitalization Fund (IRF) Planning Grant - \$50,000.....C-9
- 10. Dante Steam Building Restoration Project RFQ.....C-10
- 11. CSA Supplemental Allocation Request - \$34,916.93.....C-11
- 12. Regional Improvement Commission Appointment.....C-12
- 13. RC Tourism Committee – Jim Lyttle – Resignation.....C-13
- 14. Board of Supervisors – July 2022 Regular Meeting Date.....C-14

**BOARD DISCUSSIONS & REMINDERS**

**ADJOURNMENT**

**COUNTY AGENCY / BOARD REPORTS:**

- Treasurer’s Report.....D
- RC IDA .....E
- RC PSA .....F
- RC Tourism.....G
- RC Planning Commission .....H

- Conference Center.....I
- RC Transportation & Safety.....J
- RC Cannery Reports.....K
- RC Building Inspector.....L
- RC Litter Report.....M

**CLOSED SESSION**

Motion made by \_\_\_\_\_, second by \_\_\_\_\_ and duly approved by the Board of Supervisors enter into closed session to discuss Legal Matters pursuant to Section 2.2-3711(A)(5)(7)(8) – Legal Discussions concerning a potential business locating at the Moss III Property.

The vote was:

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_

**CERTIFICATION OF CLOSED SESSION**

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

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

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

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

Tim Lovelace -

Lou Ann Wallace -

Carl Rhea -

Steve Breeding -

David Eaton -

Rebecca Dye -

Oris Christian -

**APPROVAL TO RETURN TO REGULAR SESSION**

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

The vote was:

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Information Item  
Presenters - Various

**Meeting: 5/2/22 5:00 PM**

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## **ACKNOWLEDGMENTS**

**Awards: 2022 State Winners**

### **Castlewood High School**

**Forensics: Pam Roberson, Coach**  
**Wrestling: Jason Castle, Coach**

### **Honaker High School**

**FBLA Winner: Betty Davis, Coach**  
**Forensics: Lindsey Vencill, Coach; Stacie Smith-Lester, Co-Coach**

**Girls State Basketball Champions: Misty Miller, Head Coach**  
**Assistants: Darrell Davis, Steven McNulty, Chris Anderson, Brandon Miller**

### **Lebanon High School**

**Congressional App Challenge – Virginia District Nine – First Place Winners**  
**Jani Purtee – Coach**

**Forensics: Ms. Sarah Moore, Coach**  
**Wrestling Champions: Chris Conley, Coach**

### **Staff Recommendation:**

Presentation – Informational Only.

### **Suggested Motion:**

Board Discretion.

### **ATTACHMENTS:**

- Various

**Castlewood High School**

**VHSL Forensics: Pam Roberson, Coach**

**Grace Elam - 2nd place - Humorous Duo**

**Madison McConnell - 2nd place - Humorous Duo**

**Skyler McCoy - 3rd place - Extemporaneous Speaking**

**2022 VHSL Wrestling: Jason Castle, Coach**

**1st Place - Adam Gibson**

**1st Place - Jacob Maxfield**

**2nd Place - Slade Castle**

**3rd Place - Sam Gibson**

**3rd Place - Heath Sutherland**

**5th Place - Brad Steffey**

## Honaker High School

### State FBLA Winners

Betty Davis, Coach

Cassie Adkins

1st Place Human Resources Management

Kathryn Jessee

3rd Place Accounting 2

Olivia Hale

4th Place Introduction to Business Procedures

### Forensic Team Winner

Lindsey Vencill, Coach

Stacie Smith-Lester, Co-Coach

Natalie Campbell

1st Place Impromptu Speaking

### Girls State Basketball Champions

Misty Miller, Head Coach

Assistants, Darrell Davis, Steven McNulty, Chris Anderson, Brandon Miller

### Girls State Basketball Champions

Kylie Vance

Lara McClanahan

Riley Hart

Kate Jessee

Tailor Nolley

Valeigh Stevens

Abigail Farmer

Alayna McNulty

Kalli Miller

Kiley Ray

Julia Barton

## Lebanon High School

**Congressional App Challenge - Virginia District 9 - 1st place winners:**

**Jani Purtee, Coach**

**Ava Deckard**

**Isabella Ashby**

**Theodore Boyd**

**Christian Musick**

**2022 VHSL Theatre Festival Group A Outstanding Actor**

**Madison Huffman**

**VHSL State Forensics: Mrs. Moore, Coach**

**Brianna Johnson - State Champion - Original Oratory**

**Ellen Sautters - State Champion - Serious Duo**

**Carter Dillon - State Champion - Serious Duo**

**Madison Huffman - State Runner-Up - Storytelling**

**Emma Martin - State Runner-Up - Prose**

**Emmitt Breeding - State Runner-Up - Impromptu**

**Cheyenne Ball - State Runner-Up - Serious Duo**

**Kendra Horn - State Runner-Up - Serious Duo**

**Brianna Potts - 3rd Place - Dramatic Interpretation**

**Gracie Ford - 3rd Place - Humorous Interpretation**

**2022 VHSL Wrestling Champions Chris Conley, Coach**

**Cole Jessee - 1st Place**

**Colton Barton - 4th Place**

**Isaak Olvera - State Qualifier**



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item  
Presenters - Chairperson

**Meeting: 5/2/22 6:00 PM**

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## **Public Hearing**

- 1. VDOT Six-Year Secondary Construction Plan 2022/23 – 2027/28**
- 2. RC Property Right-of-Way Easement to Key Western LLC**

### **Staff Recommendation:**

Board Discretion.

### **Suggested Motion:**

Board Discretion.

### **ATTACHMENTS:**

- Various



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF TRANSPORTATION

870 Bonham Road  
Bristol, VA 24201

STEPHEN C. BRICH, P.E.  
COMMISSIONER

April 19, 2022

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

Mr Lester:

Enclosed is the proposed 6 year plan for Russell County.

The residency proposes adding a short segment (0.07 miles) beyond the end of state maintenance on Route 1080 (North Cedar Drive, location map attached). It appears this segment was not brought into the system at the time the rest of the road was brought as there were no homes located on the 0.07 segment. Since that time, homes have been developed. The extension not only provides service to the homes, but provides a better turn-around location for VDOT during maintenance and snow operations.

A resolution will be needed from the Board requesting the segment be brought into the VDOT system as Rural Addition. (A draft resolution is attached.) Funds can then be allocated to the project as proposed in the six year. The resolution to bring the segment into the system must be passed prior to the adoption of the 6 Year Plan, but it can be done during the same Board meeting. You will see language in the resolution bringing the segment into the VDOT system that discusses the County's requirement to reimburse for costs to relocate utilities as well as for expenses beyond those estimated at this time. While these situations could occur, for this particular addition we do not foresee such as issue based on our field review.

We have revised cost estimates for the projects added to the 6 Year Plan in 2021 to attempt to account for rising construction costs. We are proposing adding 4 routes (including Route 1080), 3 of which are fully funded. These are:

- Route 1080 – North Cedar Acres (extension)
- Route 746 – Stoney Point Drive (Entire route)
- Route 801 – Steel Hollow Road (entire route)
- Route 636 – Kents Ridge Road (partially funded)

Please note, while historically the plan has been updated and adopted on an annual basis, it may be updated at any point during the fiscal year.

I trust this information is helpful; should you have questions or need clarification, please let me know.

Regards

A handwritten signature in black ink that reads "Jeff G. Buchanan". The signature is written in a cursive, flowing style.

Jeff G. Buchanan

Assistant Resident Engineer

Secondary System  
 Russell County  
 Construction Program  
 Estimated Allocations

Fund	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	Total
CTB Formula - Unpaved State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$65,507	\$65,507	\$65,507	\$65,507	\$65,507	\$65,507	\$393,042
Residue Parcels	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STP Converted from IM	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP - Bond Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MG Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BR Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other State Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
District Grant - Unpaved	\$421,486	\$389,729	\$389,729	\$360,478	\$360,478	\$360,478	\$2,282,378
<b>Total</b>	<b>\$486,993</b>	<b>\$455,236</b>	<b>\$455,236</b>	<b>\$425,985</b>	<b>\$425,985</b>	<b>\$425,985</b>	<b>\$2,675,420</b>

Board Approval Date:

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Residency Administrator

Date

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County Administrator

Date

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

Board Approval Date

2022-23 through 2027-28

Route	Road Name	Estimated Cost	Previous Funding	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete
					2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
RI0670 110904	Thomas Warner Bridge Rd 0670083P72	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 670 (Thomas Warner Bridge Rd) Rural RurSubc.	CON \$519,298	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1.50 Miles West Rte 813	Total \$519,298	\$519,298	\$0	(\$75,000)	\$0	\$0	\$0	\$0	\$0	\$0
State forces/hired equip 9999 99	Rte 813 1.5 8/25/2023										
RI0670 113035	Turnbez Hollow Rd 0670083978	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 679 (Turnbez Hollow Rd) Rural RurSubc.	CON \$449,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	813	Total \$449,000	\$124,048	\$324,952	\$324,952	\$0	\$0	\$0	\$0	\$0	\$0
State forces/hired equip 9999 99	Rte 679 0.9 10/11/2024										
RI0608 115383	Blanch Davis 060803070	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 606 - Blade, Ditch and pave	CON \$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rte 609	Total \$517,280	\$0	\$517,280	\$207,041	\$310,239	\$0	\$0	\$0	\$0	\$0
State forces/hired equip 9999 99	1.3 Mi. S Rte 609 1.3 12/27/2024										
RI 1060	North Cedar Drive Rte 1060 -North Cedar Drive - Blade, Ditch, and Pave Rt 857 0.2 mi North of Rt 857 to 0.26 mi N of Rt 847 0.08	PE \$0 RW \$0 CON \$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Total \$30,000	\$0	\$30,000	\$0,000	\$0	\$0	\$0	\$0	\$0	\$0
RI0678 115384	Lower Copper Creek 0678083980	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 678 - Blade, Ditch and pave	CON \$440,253	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rte 606	Total \$440,253	\$0	\$440,253	\$0	\$120,817	\$320,254	\$0	\$0	\$0	\$0
State forces/hired equip 9999 99	1 Mi. E. Rte 606 1.0 12/16/2025										
Rte 674 118907	Walt Drive 0874083900	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 874 - Blade, Ditch, and Pave	CON \$180,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rte 679	Total \$180,000	\$0	\$180,000	\$0	\$25,000	\$135,000	\$0	\$0	\$0	\$0
State forces/hired equip 9999 99	0.4 Mi. N of Rte 679 0.4 12/18/2025										
Rte 671 118911	Honaker Chapel Road 0671083091	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 671 - Honaker Chapel Rd - Blade, Ditch, and Pave Alt Rte 58	CON \$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1.3 Mi. W Alt Rte 58	Total \$550,000	\$0	\$550,000	\$0	\$0	\$425,838	\$124,162	\$0	\$0	\$0
State forces/hired equip 9999 99	1.3 12/16/2025										
RI 746 118907	Stoney Point Drive 0874083900	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	RI 746 - Stoney Point Drive - Blade, Ditch and Pave	CON \$407,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Route 71	Total \$407,000	\$0	\$407,000	\$0	\$0	\$0	\$0	\$501,870	\$109,039	\$0
State forces/hired equip 9999 99	1.17 Miles North RI 71 1.17 12/18/2025										
Route 801 T	Steel Hollow RI 801 - Steel Hollow Road - Blade, Ditch and Pave	PE \$0 RW \$0 CON \$130,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Route 688	Total \$130,000	\$0	\$130,000	\$0	\$0	\$0	\$0	\$0	\$130,000	\$0
State forces/hired equip 9999 99	0.3 miles south RI 688 to end of state maintenance 0.3 12/18/2025										
Route 636 T	Kent's Ridge RI 636 - Kent's Ridge Road - Blade, Ditch and Pave	PE \$0 RW \$0 CON \$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT		Total \$450,000	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$180,958	\$269,042
State forces/hired equip 9999 99		12/18/2025									

- 1  
RESOLUTION

**APPROVAL OF SECONDARY HIGHWAY SIX-YEAR PLAN (2022/23 THROUGH 2027/28)  
AND CONSTRUCTION PRIORITY LIST (2022/23)  
RUSSELL COUNTY, VIRGINIA**

WHEREAS, Sections 33.1-23 and 33.1-23.4 of the 1950 Code of Virginia, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-year Road Plan, and

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan. in accordance with the Virginia Department of Transportation policies and procedures and participated in a public hearing on the proposed Plan (2022/23 through 2027/28) as well as the Construction Priority List (2022/23) on May 2, 2022, after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List, and

WHEREAS, Paul Cole, Assistant Residency Administrator. Virginia Department of Transportation, appeared before the Board and recommended approval of the Six-year Plan for Secondary Roads FY 2023 through FY 2028 and the Construction Priority List (2022/23) for Russell County, Virginia.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Russell County, Virginia that since said Plan appears to be in the best interests of the Secondary Road System in Russell County and of the citizens residing on the Secondary System, said Secondary Six-year Plan (2022/23 through 2027/28) and Construction Priority List (2022/23) are hereby approved as presented at the public hearing.

DONE this the 2nd day of May, 2022.

Recorded Vote Moved By:

Seconded By: Yeas: — —

Nays

Signed: \_\_\_\_\_

# 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

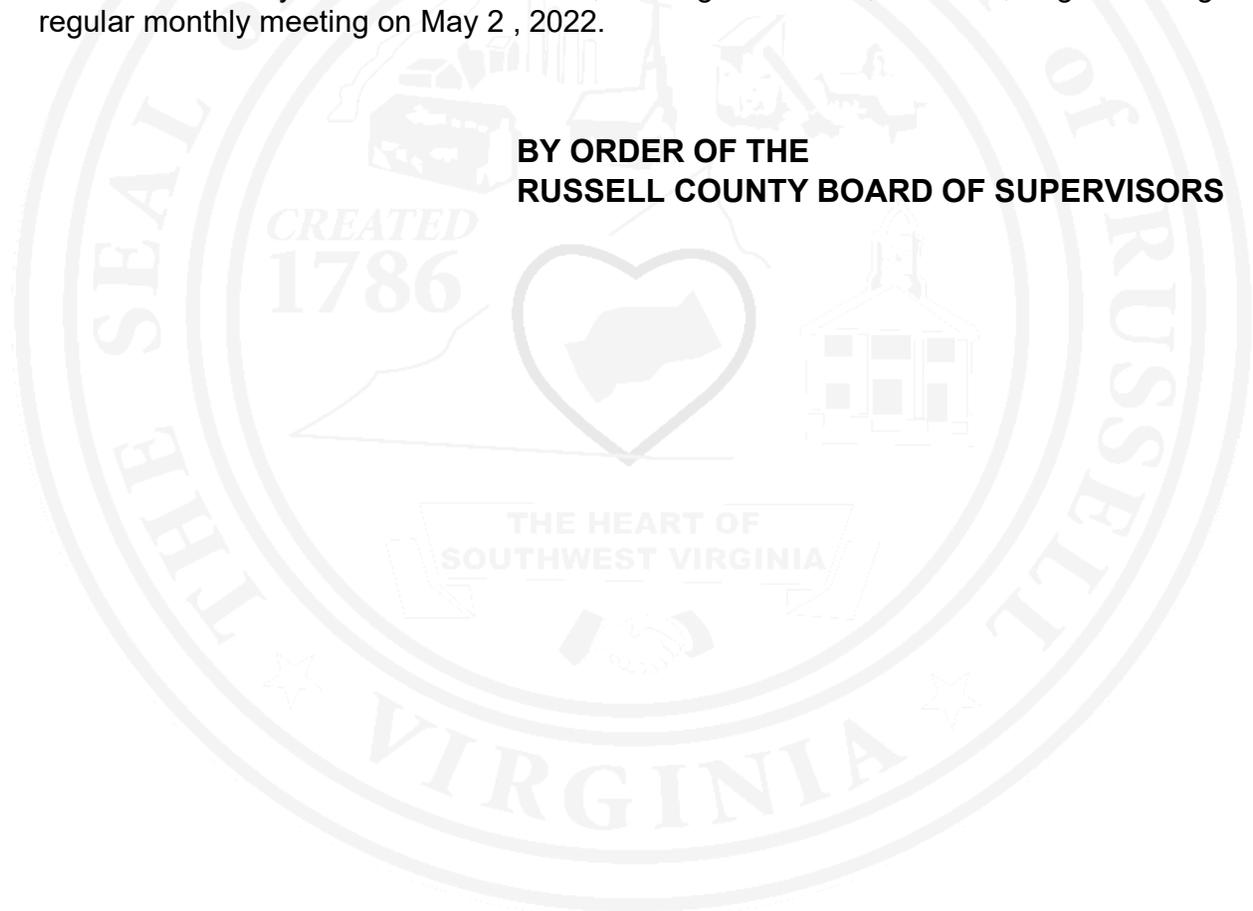
## PUBLIC NOTICE

The Russell County Board of Supervisors will conduct **Public Hearing** on Monday, May 2, 2022, at 6:00 p.m. to hear comments concerning the right-of-way easement of County Property to the Key Western LLC.

A copy of the proposed plat is available for review in the Office of the County Administrator at 137 Highland Drive, Lebanon, Virginia during normal business hours.

The Public Hearing will be held in the **Russell County Board of Supervisors Room** at the Russell County Governmental Center, 133 Highland Drive, Lebanon, Virginia during the regular monthly meeting on May 2, 2022.

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





**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item A-1  
Presenter: Chairperson

**Meeting: 5/2/22 6:00 PM**

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## Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of April 4, 2022**

### STAFF RECOMMENDATION(s):

Board discretion

### SUGGESTED MOTION(s):

Motion to approve Board Minutes.

### ATTACHMENTS:

- Board Minutes

April 04, 2022

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, April 04, 2022, at 6:00 pm at the Russell County Government Center in Lebanon, Virginia.

The Chair called the meeting to order.

**Present:**

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

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

**Absent:**

Carl Rhea

Invocation by Caleb Johnson, followed by the Pledge of Allegiance to the Flag by the Breaks Boy Scouts District.

**APPROVAL OF THE AGENDA**

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

The vote was:

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

Nay: None

**Presentations**

**Donna Sproles, Russell County Fair Association** addressed the Board concerning the 75<sup>th</sup> anniversary of the Russell County Fair. She presented (1) one dollar to the Board in exchange for another (10) ten-year lease with the fair association.

**Patrick Brunty, Russell County Department of Social Services** stated that he has several positions that he has not been able to fill due to lack of qualified applicants. As a result, he has a surplus of funds and would like to give his employees a one-time bonus. He asked that the Board approve this request.

**Lonzo Lester, County Administrator** gave the Board an update on the upcoming budget issues and discussed the implications of the bonus requested by Mr. Brunty.

## **PROCLAMATION OF MAY 2022 AS OLDER AMERICANS' MONTH**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to proclaim May 2022 as Older Americans' Month.

The Chair recognized Daniel Hess with The Breaks District Boy Scouts. A \$1000 donation was requested.

## **PUBLIC HEARING HELD ON THE NOISE ORDINANCE**

Pursuant to being advertised in a local newspaper, a public hearing was held on the Noise Ordinance. The Chair opened the public hearing to comments.

**Sandy Hess**, Swords Creek commented that she opposes this ordinance for common sense reasons. Potential threat to our religious freedoms due to the term "county services." She also had concerns on how exemptions could be easily removed.

**Doug Mays**, Lebanon supports the ordinance.

**Dana Tucker**, Honaker gave a written statement along with his comments. This statement is attached at the end of the minutes.

**Cody Jackson**, Cleveland has concerns about outside church services, believes this ordinance provides an opportunity for the weaponization against neighbors. Finds this ordinance unnecessary, unwise, and unpopular.

**Brandon Bise**, Cleveland stated that he is against this ordinance.

**Jony Baker**, Lebanon encouraged the Board to look through the eyes of law enforcement. He personally thinks this ordinance will cause more harm than good. Law enforcement cannot make good neighbors. Could put more burden and stress on law enforcement.

**Dwayne Helbert**, Lebanon believes that the Board cannot ordinate respect among neighbors and is against this ordinance.

**Mike Dye**, Honaker presented a list names from Harmony Community Church and Revival Center in Swords Creek against this ordinance. This ordinance has not been passed and churches are already being bashed. Too much government overreach.

**Noah Owens**, Honaker commented that he is against this ordinance.

**Tim Hess**, Honaker stated that he was ordained as a preacher by the church, not the county. He does not think that the Board can tell him when or not he can obey God. Don't tell us that we (churches) are exempt when we are not.

**Tara Dye**, Cleveland spoke against the ordinance, it will solve nothing. This would pit neighbor against neighbor. Surely laws are already on the books that can provide solutions without a passing a blanket

ordinance. At the last board meeting, people were discouraged from speaking if they had similar things to say, feels this is not right. The Board is attempting to chip away at our personal freedoms.

**B.J. Keene** is for this ordinance and is disappointed with the Pastor's reaction at the last board meeting. They should be praying and supporting our people. Asked God to send him a message if he wanted him to keep fighting for this. This noise ordinance needs to be passed.

**James Nunley**, Lebanon has concerns over the easy removal of exemptions, blanket ordinance to address a few isolated incidents, may keep honest folks' quieter. further exhaustion for overworked deputies, possibly creating another monitor position thereby impacting taxpayers.

**Tara Null**, Cleveland spoke out against the ordinance. She feels that property owner rights and religious freedoms could be threatened. Exemptions could be voted out and unnecessary calls for law enforcement could occur.

**Donald Mitchell**, Lebanon stated that he is against this ordinance. He respects his neighbors, and they respect him.

**Don Bush**, Belfast stated that he is opposed to this ordinance. He thinks that this is governmental overreach and will do more harm than good to our county and its citizens. He understands the issues that people have with their neighbors but does not think this will help. Only God can change the behavior of people.

**Larry Hughes**, Lebanon stated that he is against this ordinance. He feels that the whole county should not be punished for the few that have complaints. If passed, this overreach could create problems. We need to exercise existing laws to control any problems.

**Paul Herndon**, Swords Creek is against this, and thinks it is overreach. He also stated that he feels for the neighbors that have issues with others. This is about doing the right thing, but we all have wicked people around us. He questioned the number of people that have called in about noisy neighbors over the past year. We have other issues here in the county that are more important.

**Sharon Herndon**, Swords Creek is against the ordinance. She stated that she has a place that she goes to pray and doesn't control the volume if she is blessed to shout.

**Lynn Hess**, Swords Creek stated that he is against this ordinance. Everyone should be heard the same. This ordinance may not even be enforced due to a Virginia Beach supreme court decision concerning a noise ordinance. He feels the expense would be too great to enforce this. He also stated that we are a rural county, and we do not need it.

**Jon Smith**, Pounding Mill stated that he goes to church in Russell County. He stated that this country was founded on religious freedom. Please think about this before you pass it, these people voted you in. The county does not pay employees enough in the county.

**Travis Woods**, Gravel Lick explained that he races motorcycles on his property with no complaints from his neighbors. He is against this ordinance.

**Randall Smith**, Gravel Lick commented against the ordinance. The potential for abuse of this ordinance is not right. Enforcement says “other employees” in the ordinance, this is scary.

**Don Zambogna**, Lebanon commented that anything with nineteen exemptions needs to go. He feels no law or ordinance can stop sin. This is not something that this community needs.

**Jennifer Fletcher**, Moccasin stated that she is against the ordinance.

**Nate Kiser**, Lebanon stated that Virginia code is already in place to manage some of the complaints. He encouraged the Board to trash this ordinance and adopt a disturbing the peace ordinance. This would take care of all the problems addressed here.

**Wayne Hubbard**, Swords Creek stated that there are already laws on the books to take care of many of the complaints that we have heard tonight. This ordinance would punish the citizens of the county for the few that do have complaints. This would not address drug distribution or activity; this is up to law enforcement.

**Camron Shelton**, Swords Creek asked that the board members vote “no” on this ordinance.

**Jody Shelton**, Swords Creek stated that he is against this ordinance. Thinks we need to pray for the ones that do have noise issues with neighbors. Our veterans have paid the ultimate sacrifice to preserve our freedom and rights.

**Gina Kraut**, Lebanon supports this ordinance. She feels that she has a right to quiet enjoyment. Everyone does not have good neighbors. The minute noise comes across her property line makes it her business and she has rights also.

**Stephen Damron**, Swords Creek stated that this is government overreach, and he is against this. We serve the same God and if it were not for the churches, we would not have the same rights as we do today. We are a small county and do not need a noise ordinance.

**Greg Elam**, Gravel Lick stated that civil lawsuits may be able to solve the problems. He feels that this is an overreach, we are not a big city. This is not good for this county.

**James Davis**, Maple Gap says the best thing to do is to stop this ordinance and stand for something right. The best thing to do is to eliminate this.

**Wanda Burke**, Lebanon says that her husband will hold everyone accountable, he wanted her to tell the Board to vote no on this ordinance. There are ways to deal with bad neighbors besides passing this.

**Chester Ball**, Honaker is upset that he pays over \$700 in taxes, mostly land taxes and no one helps him pay them. Taxpayers will start moving out if this ordinance is passed. Also, the churches need to be left alone.

**Tammy Hess**, Swords Creek commented that the majority of the people in the county are saying no to the Noise Ordinance. The majority of people in the last two meetings said no, majority rules. The Board needs to listen.

**Ben Price**, Belfast stated that he is against this ordinance. He encouraged all the board member to vote no.

**In addition to the citizens that made comments at the public hearing, a petition signed by several citizens in support of the Noise Ordinance is attached at the end of the minutes.**

The Chair closed the public hearing.

### **New Business**

#### **APPROVAL OF THE MARCH 07, 2022 MINUTES**

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to approve the March 07, 2022 minutes and dispense with the reading thereof.

The vote was:

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

Nay: None

#### **APPROVAL OF GENERAL COUNTY INVOICES**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$995,157.88 including withholdings and reoccurring.

The vote was:

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

Nay: None

### **Citizens Comment**

The Chair opened citizens comment period.

**Linda Couch**, Cleveland addressed the Board concerning funding for Kid's Fishing Day.

#### **APPROVAL TO APPROPRIATE \$300 FOR KID' S FISHING DAY**

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to appropriate \$300 for Kid's Fishing Day.

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

Nay: None

The Chair closed citizen's comment.

### **County Attorney Reports and Requests**

**Katie Patton**, County Attorney addressed questions and concerns about the Noise Ordinance public hearing. She also discussed the Russell County PSA, Fairgrounds, Operational Medical Director, Russell County Animal Shelter and the COFA By-laws.

**APPROVAL OF A RESOLUTION FOR THE RUSSELL COUNTY PSA**

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve a Russell County Public Service Authority Resolution that would limit their stipend to \$200 per month as opposed to \$200 per meeting.

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

**APPROVAL OF A RENEWAL LEASE WITH THE RUSSELL COUNTY FAIR ASSOCIATION**

Motion made by Tim Lovelace, second Steve Breeding and duly approved by the Board of Supervisors to approve a renewal lease with the Russell County Fair Association.

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

**APPROVAL OF A RC OPERATIONAL MEDICAL DIRECTOR CONTRACT**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a Russell County Operational Medical Director Contract.

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

**PUBLIC HEARING TO BE HELD IN MAY 2022 ON THE RC ANIMAL SHELTER PROPERTY EASEMENT**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve to hold a public hearing on May 2022 on the Russell County Animal Shelter property easement.

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

**APPROVAL OF AN AMENDMENT TO CIFA BY-LAWS**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to amend the CIFA by-laws to include Dickenson County.

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

Nay: None

**APPROVAL TO TABLE THE NOISE ORDINANCE INDEFINITELY**

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to table the Noise Ordinance indefinitely.

The vote was:

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

Nay: None

Abstain: Rebecca Dye and Oris Christian

The Chair called for a break. The meeting was called back to order by the Chair.

**County Administrator Reports and Requests**

Russell County Litter Officer **James Brooks** introduced himself to the Board.

**APPROVAL OF A CDGB GRANT RESOLUTION FOR DANTE REGIONAL SEWER LINE EXTENSION PROJECT**

Motion made by Rebecca Dye, second David Eaton and duly approved by the Board of Supervisors to approve a CDGB Grant Resolution for the Dante Regional Sewer Line Extension Project.

The vote was:

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

Nay: None

**REBEKAH CAMPBELL HIRED AS ACCOUNTS PAYABLE SPECIALIST**

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the hiring of Rebekah Campbell for the accounts payable specialist position.

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

Nay: None

**APPROVAL TO ADVERTISE FOR THE BUILDING OFFICIAL POSITION**

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the advertisement of the Russell County Building Official Position due to the upcoming retirement of Mickey Rhea.

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

Nay: None

**MOWER PURCHASE APPROVED FOR THE MAINTENANCE DEPARTMENT**

Motion made by Oris Christian, second Steve Breeding and duly approved by the Board of Supervisors to approve the purchase of a mower for the maintenance department.

The vote was:

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

Nay: None

**APPROVAL TO SURPLUS (2) TWO COUNTY VEHICLES**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to surplus (2) two county vehicles.

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

Nay: None

**APPROVAL OF THE ADVANCEMENT OF HONAKER PARK'S FY2022/2023 APPROPRIATION**

Motion made by Rebecca Dye, second David Eaton and duly approved by the Board of Supervisors to approve the advancement of Honaker Park's budget appropriation for FY 2022/2023.

The vote was:

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

Nay: None

**AUTHORIZATION FOR THE COUNTY ATTORNEY TO DRAFT AN ORDINANCE FOR A PURPOSED BONUS FOR DSS EMPLOYEES UPON APPROVAL OF THE DSS BOARD**

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to authorize the County Attorney to draft an ordinance for a purposed bonus for Department of Social Services employees subject to the Department of Social Services Board approval.

The vote was:

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

Nay: None

Abstain: Rebecca Dye

**APPROVAL TO RE-APPROPRIATE FUNDS FROM THE RACE PROGRAM FOR HOUSING FOR RUSSELL COUNTY STUDENTS AT SWCC**

Motion made by David Eaton, second by Steve Breeding and duly approved by the Board of Supervisors to re-appropriate funds from the RACE Program to house Russell County students at Southwest Virginia Community College.

The vote was:

Aye: David Eaton and Steve Breeding

Nay: Rebecca Dye, Tim Lovelace and Lou Wallace

Abstain: Oris Christian

**MOTION FAILED.**

The Chair adjourned the meeting.

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Clerk of the Board

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Chairperson



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item A-2  
Presenter: Chairperson

**Meeting: 5/2/22 6:00 PM**

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## **Approval of Expenditures**

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

### **STAFF RECOMMENDATION(s):**

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

### **SUGGESTED MOTION(s):**

Motion to approve County's April 2022 Monthly Expenditures.

### **ATTACHMENTS:**

- April 2022 Monthly Expenditures

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
5/02/2022	4/19/2022	004568 ADDINGTON OIL C	117225		6,409.02	6,409.02	4100-042400-3004-	- -
					6,409.02	6,409.02 *		
5/02/2022	3/23/2022	003754 AMAZON	436494766865	10	39.25	39.25	4100-073010-5411-	- -
5/02/2022	3/15/2022	003754 AMAZON	439943459335	10	20.99	20.99	4100-073010-5411-	- -
5/02/2022	4/04/2022	003754 AMAZON	465833698945	10	15.99	15.99	4100-073010-5411-	- -
5/02/2022	4/04/2022	003754 AMAZON	558863939949	10	22.96	22.96	4100-073010-5411-	- -
5/02/2022	3/15/2022	003754 AMAZON	565583458879	10	154.90	154.90	4100-073010-5411-	- -
5/02/2022	3/17/2022	003754 AMAZON	763336777493	10	9.39	9.39	4100-073010-5401-	- -
5/02/2022	3/15/2022	003754 AMAZON	789699685685	10	5.96	5.96	4100-073010-5411-	- -
5/02/2022	3/16/2022	003754 AMAZON	844859439979	10	20.98	20.98	4100-073010-5411-	- -
5/02/2022	4/11/2022	003754 AMAZON	893944359349	10	17.37	17.37	4100-073010-5411-	- -
5/02/2022	4/11/2022	003754 AMAZON	988447759749	10	15.02	15.02	4100-073010-5411-	- -
5/02/2022	3/16/2022	003754 AMAZON	996566737498	10	49.97	49.97	4100-073010-5411-	- -
					372.78	372.78 *		
5/02/2022	4/22/2022	004591 APPALACHIAN GAT	04222022		1,500.00	1,500.00	4100-011010-5417-	- -
					1,500.00	1,500.00 *		
5/02/2022	4/15/2022	000047 AT&T	04152022		11.74	11.74	4100-031020-5203-	- -
5/02/2022	4/15/2022	000047 AT&T	04152022-		44.49	44.49	4100-031020-5203-	- -
					56.23	56.23 *		
5/02/2022	4/04/2022	003867 ATLANTIC COMMUN	520		1,710.00	1,710.00	4100-013010-7002-	- -
					1,710.00	1,710.00 *		
5/02/2022	8/18/2022	000007 BAKER & TAYLOR	03182022	10	1,235.58	1,235.58	4100-073010-5411-	- -
					1,235.58	1,235.58 *		
5/02/2022	4/10/2022	000052 BLEVINS SEPTIC	36104		510.00	510.00	4100-042010-5413-	- -
					510.00	510.00 *		
5/02/2022	4/12/2022	000092 BONANZA RESTAUR	656455		244.07	244.07	4100-011010-5413-	- -
					244.07	244.07 *		
5/02/2022	3/22/2022	004669 CARDNO INC	328892		9,316.25	9,316.25	4100-094010-8033-	- -
					9,316.25	9,316.25 *		
5/02/2022	4/21/2022	004450 CINTAS CORPORAT	4117189410		77.78	77.78	4100-043020-3008-	- -
5/02/2022	4/21/2022	004450 CINTAS CORPORAT	4117189421		40.72	40.72	4100-043020-3008-	- -
5/02/2022	4/21/2022	004450 CINTAS CORPORAT	4117189896		103.48	103.48	4100-043020-3008-	- -
5/02/2022	4/21/2022	004450 CINTAS CORPORAT	4117189944		266.58	266.58	4100-043020-3008-	- -
5/02/2022	4/21/2022	004450 CINTAS CORPORAT	4117189973		110.24	110.24	4100-043020-3008-	- -
5/02/2022	4/21/2022	004450 CINTAS CORPORAT	417189917		49.12	49.12	4100-043020-3008-	- -
5/02/2022	4/25/2022	004450 CINTAS CORPORAT	4117397535		29.07	29.07	4100-043020-3008-	- -
					676.99	676.99 *		
5/02/2022	4/01/2022	003569 CLARK PRINT SHO	4507		351.30	351.30	4100-013020-5401-	- -
					351.30	351.30 *		
5/02/2022	4/04/2022	004932 COLLINS MELANIE	04042022		50.00	50.00	4100-012010-5401-	- -
					50.00	50.00 *		
5/02/2022	1/02/2022	000153 COMM OF THE REV	5127		200.00	200.00	4100-011010-5801-	- -
					200.00	200.00 *		
5/02/2022	3/29/2022	004044 CRAIG'S FIREARM	33735		11,497.09	11,497.09	4100-031020-5409-	- -
5/02/2022	4/04/2022	004044 CRAIG'S FIREARM	33827		1,045.19	1,045.19	4100-031020-5409-	- -
					12,542.28	12,542.28 *		
5/02/2022	3/31/2022	004847 CRESS SANDRA	03312022		600.00	600.00	4100-022010-5415-	- -
					600.00	600.00 *		
5/02/2022	4/18/2022	000172 CUMBERLAND MOUN	04182022		1,100.00	1,100.00	4100-021050-3002-	- -
					1,100.00	1,100.00 *		
5/02/2022	4/18/2022	000171 CUMBERLAND PLAT	245		78,722.50	78,722.50	4100-042010-3002-	- -
					78,722.50	78,722.50 *		
5/02/2022	4/18/2022	001871 DELPH KELLY MCB	04182022	10	60.38	60.38	4100-073010-5413-	- -
					60.38	60.38 *		
5/02/2022	4/07/2022	000184 DEMCO	7110206	10	86.92	86.92	4100-073010-5401-	- -
					86.92	86.92 *		

<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>
5/02/2022	2/03/2022	004934	IALOGUE AND DE INVOICE #3		8,341.25	8,341.25	4100-094010-8033-	- -
					8,341.25	8,341.25 *		
5/02/2022	3/28/2022	000198	DOMINION OFFICE 140945.1		20.99	20.99	4100-021060-5401-	- -
5/02/2022	3/18/2022	000198	DOMINION OFFICE 141877		5.95	5.95	4100-021010-5401-	- -
5/02/2022	3/24/2022	000198	DOMINION OFFICE 142038		59.16	59.16	4100-032050-5401-	- -
5/02/2022	3/29/2022	000198	DOMINION OFFICE 142137		145.92	145.92	4100-021060-5401-	- -
5/02/2022	3/30/2022	000198	DOMINION OFFICE 142141		223.03	223.03	4100-035050-5401-	- -
5/02/2022	4/05/2022	000198	DOMINION OFFICE 142374		63.99	63.99	4100-021010-5401-	- -
5/02/2022	4/05/2022	000198	DOMINION OFFICE 142390		220.93	220.93	4100-043020-5407-	- -
5/02/2022	4/05/2022	000198	DOMINION OFFICE 142394		89.99	89.99	4100-043020-5407-	- -
5/02/2022	4/05/2022	000198	DOMINION OFFICE 142395		89.99	89.99	4100-043020-5405-	- -
5/02/2022	4/06/2022	000198	DOMINION OFFICE 142405		16.05	16.05	4100-012010-5401-	- -
5/02/2022	4/12/2022	000198	DOMINION OFFICE 142584		5.34	5.34	4100-012010-5401-	- -
5/02/2022	4/13/2022	000198	DOMINION OFFICE 142662		120.00	120.00	4100-043020-5405-	- -
5/02/2022	2/15/2022	000198	DOMINION OFFICE 139917.2		17.35	17.35	4100-012090-5401-	- -
5/02/2022	2/01/2022	000198	DOMINION OFFICE 139917.3		17.35	17.35	4100-012090-5401-	- -
5/02/2022	2/01/2022	000198	DOMINION OFFICE 140259		7.24	7.24	4100-012090-5401-	- -
5/02/2022	2/14/2022	000198	DOMINION OFFICE 140530		82.20	82.20	4100-012090-5401-	- -
5/02/2022	3/23/2022	000198	DOMINION OFFICE 141303		288.00	288.00	4100-012090-5401-	- -
5/02/2022	3/07/2022	000198	DOMINION OFFICE 141333		23.94	23.94	4100-012090-5401-	- -
5/02/2022	3/11/2022	000198	DOMINION OFFICE 141545		118.83	118.83	4100-012090-5401-	- -
5/02/2022	3/18/2022	000198	DOMINION OFFICE 141886		37.20	37.20	4100-013020-5401-	- -
5/02/2022	3/24/2022	000198	DOMINION OFFICE 142034		16.33	16.33	4100-012090-5401-	- -
5/02/2022	3/29/2022	000198	DOMINION OFFICE 142138		21.99	21.99	4100-013010-5401-	- -
5/02/2022	3/30/2022	000198	DOMINION OFFICE 142154		60.95	60.95	4100-013020-5401-	- -
5/02/2022	4/05/2022	000198	DOMINION OFFICE 142371		191.99	191.99	4100-012090-5401-	- -
5/02/2022	4/08/2022	000198	DOMINION OFFICE 142482		151.32	151.32	4100-022020-5401-	- -
5/02/2022	4/08/2022	000198	DOMINION OFFICE 142482.1		69.99	69.99	4100-022020-5401-	- -
5/02/2022	4/08/2022	000198	DOMINION OFFICE 142500		351.79	351.79	4100-012090-5401-	- -
5/02/2022	4/13/2022	000198	DOMINION OFFICE 142574		457.43	457.43	4100-013010-5401-	- -
5/02/2022	4/12/2022	000198	DOMINION OFFICE 142576		22.29	22.29	4100-013020-5401-	- -
5/02/2022	4/12/2022	000198	DOMINION OFFICE 142579		379.95	379.95	4100-021060-5401-	- -
5/02/2022	4/12/2022	000198	DOMINION OFFICE 142583		29.43	29.43	4100-012090-5401-	- -
5/02/2022	4/12/2022	000198	DOMINION OFFICE 142668		17.85	17.85	4100-021060-5401-	- -
5/02/2022	4/20/2022	000198	DOMINION OFFICE 142809		24.57	24.57	4100-012010-5401-	- -
5/02/2022	3/29/2022	000198	DOMINION OFFICE 142134		184.99	184.99	4100-031020-5401-	- -
5/02/2022	4/04/2022	000198	DOMINION OFFICE 142364		271.60	271.60	4100-031020-5401-	- -
5/02/2022	4/05/2022	000198	DOMINION OFFICE 142369		194.99	194.99	4100-031020-5401-	- -
5/02/2022	4/05/2022	000198	DOMINION OFFICE 142370		60.73	60.73	4100-031020-5401-	- -
5/02/2022	4/07/2022	000198	DOMINION OFFICE 142481		97.99	97.99	4100-031020-5401-	- -
5/02/2022	4/08/2022	000198	DOMINION OFFICE 142513		54.90	54.90	4100-031020-5401-	- -
5/02/2022	4/20/2022	000198	DOMINION OFFICE 142870		11.50	11.50	4100-031020-5401-	- -
5/02/2022	4/05/2022	000198	DOMINION OFFICE 141630	10	26.00	26.00	4100-073010-5401-	- -
5/02/2022	3/15/2022	000198	DOMINION OFFICE 141690	10	120.00	120.00	4100-073010-5401-	- -
5/02/2022	3/18/2022	000198	DOMINION OFFICE 141876	10	5.95	5.95	4100-073010-5401-	- -
5/02/2022	4/06/2022	000198	DOMINION OFFICE 142428	10	54.90	54.90	4100-073010-5401-	- -
5/02/2022	4/08/2022	000198	DOMINION OFFICE 142494	10	71.99	71.99	4100-073010-5401-	- -
5/02/2022	4/12/2022	000198	DOMINION OFFICE 142661		172.50	172.50	4100-021020-5401-	- -
5/02/2022	4/19/2022	000198	DOMINION OFFICE 3793CM		5.55-	5.55-	4100-012010-5401-	- -
					4,771.82	4,771.82 *		
5/02/2022	4/18/2022	000211	EDDIE'S TROPHIE 116277		167.50	167.50	4100-031020-5409-	- -
					167.50	167.50 *		
5/02/2022	3/21/2022	004935	ENGINEERING CON 67959		840.83	840.83	4100-032050-3005-	- -
					840.83	840.83 *		
5/02/2022	5/05/2022	004666	ENTERPRISE FLEE 05052022		607.69	607.69	4100-012010-5408-	- -
					607.69	607.69 *		

DUE DATE	INV. DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
5/02/2022	4/01/2022	003027 ESRI INC	26073822		937.44	937.44	4100-012090-5401-	-
					937.44	937.44 *		
5/02/2022	4/05/2022	004869 FASTENAL COMPAN	VAABN151734		809.12	809.12	4100-031020-5409-	-
					809.12	809.12 *		
5/02/2022	4/12/2022	002683 FINDAWAY WORLD	385717	10	59.99	59.99	4100-073010-5411-	-
5/02/2022	4/18/2022	002683 FINDAWAY WORLD	386118	10	564.89	564.89	4100-073010-5411-	-
					624.88	624.88 *		
5/02/2022	3/09/2022	001445 FISHER AUTO PAR	397-274607		55.58	55.58	4100-042400-5408-	-
5/02/2022	4/15/2022	001445 FISHER AUTO PAR	397-276066		71.99	71.99	4100-042400-5408-	-
5/02/2022	4/19/2022	001445 FISHER AUTO PAR	397-276161		211.04	211.04	4100-042400-5408-	-
5/02/2022	4/21/2022	001445 FISHER AUTO PAR	402-547664		5.05	5.05	4100-042400-5408-	-
					343.66	343.66 *		
5/02/2022	4/21/2022	000239 FOOD CITY	193655		32.99	32.99	4100-031020-5409-	-
5/02/2022	4/21/2022	000239 FOOD CITY	215560		16.49	16.49	4100-031020-5409-	-
					49.48	49.48 *		
5/02/2022	3/07/2022	000854 GALL'S, LLC	20607664		156.95	156.95	4100-031020-5409-	-
5/02/2022	3/07/2022	000854 GALL'S, LLC	20609207		129.50	129.50	4100-031020-5409-	-
5/02/2022	3/26/2022	000854 GALL'S, LLC	20771168		170.43	170.43	4100-031020-5409-	-
5/02/2022	3/31/2022	000854 GALL'S, LLC	20811008		129.49	129.49	4100-031020-5409-	-
					586.37	586.37 *		
5/02/2022	4/20/2022	002323 HALL SIGNS	29916		319.40	319.40	4100-032050-5413-	-
					319.40	319.40 *		
5/02/2022	3/30/2022	004627 HOLSTON MEDICAL	167980		140.00	140.00	4100-031020-5409-	-
					140.00	140.00 *		
5/02/2022	4/08/2022	000308 HONAKER TIRE SE	202540		20.00	20.00	4100-042400-5408-	-
5/02/2022	4/11/2022	000308 HONAKER TIRE SE	202551		15.00	15.00	4100-042400-5408-	-
					35.00	35.00 *		
5/02/2022	4/22/2022	003866 INNOVATIVE TECH	3213		1,842.50	1,842.50	4100-031020-3005-	-
5/02/2022	4/22/2022	003866 INNOVATIVE TECH	3202		150.00	150.00	4100-094010-8029-	-
5/02/2022	4/22/2022	003866 INNOVATIVE TECH	3203		337.50	337.50	4100-012300-7002-	-
5/02/2022	4/22/2022	003866 INNOVATIVE TECH	3204		3,712.50	3,712.50	4100-012300-7002-	-
5/02/2022	4/22/2022	003866 INNOVATIVE TECH	3204		600.00	600.00	4100-094010-8031-	-
5/02/2022	4/22/2022	003866 INNOVATIVE TECH	3205		375.00	375.00	4100-012300-7002-	-
5/02/2022	4/22/2022	003866 INNOVATIVE TECH	3206		225.00	225.00	4100-012300-7002-	-
5/02/2022	4/22/2022	003866 INNOVATIVE TECH	3208		337.50	337.50	4100-072010-3009-	-
5/02/2022	4/22/2022	003866 INNOVATIVE TECH	3211		75.00	75.00	4100-012300-7002-	-
5/02/2022	4/22/2022	003866 INNOVATIVE TECH	3212		75.00	75.00	4100-032050-3005-	-
5/02/2022	4/22/2022	003866 INNOVATIVE TECH	3215		187.50	187.50	4100-042400-5401-	-
					7,917.50	7,917.50 *		
5/02/2022	2/19/2022	004464 J.D. POWER	INVUS105742		4,708.39	4,708.39	4100-012090-5401-	-
					4,708.39	4,708.39 *		
5/02/2022	4/15/2022	004815 JACKIES SCREENP	12369		59.23	59.23	4100-043020-3008-	-
					59.23	59.23 *		
5/02/2022	4/11/2022	001685 JERRY'S SIGNS	12993		530.00	530.00	4100-031020-5409-	-
					530.00	530.00 *		
5/02/2022	8/01/2022	000337 JOHNSON PEST CO	4795		458.00	458.00	4100-043020-3004-	-
5/02/2022	9/01/2021	000337 JOHNSON PEST CO	4802		458.00	458.00	4100-043020-3004-	-
					916.00	916.00 *		
5/02/2022	4/21/2022	000353 KEGLEY SERVICE	38173		20.00	20.00	4100-031020-5408-	-
5/02/2022	4/18/2022	000353 KEGLEY SERVICE	40092		867.88	867.88	4100-031020-5408-	-
					887.88	887.88 *		
5/02/2022	4/11/2022	000359 KWIK KAFE	3510:677504		40.00	40.00	4100-012010-5401-	-
					40.00	40.00 *		
5/02/2022	4/29/2022	004933 LAWMMEN SUPPLY C	QT1271		286.00	286.00	4100-031020-5409-	-
					286.00	286.00 *		

<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>
5/02/2022	4/22/2022	004546 LEAF	13158161	10	95.52	95.52	4100-073010-3002-	-
					95.52	95.52	*	
5/02/2022	4/04/2022	000367 LEBANON BLOCK &	474392		128.35	128.35	4100-031020-5409-	-
5/02/2022	4/12/2022	000367 LEBANON BLOCK &	475495		19.99	19.99	4100-031020-5409-	-
					148.34	148.34	*	
5/02/2022	4/06/2022	003501 LIBRARICA	204124-105R	10	745.50	745.50	4100-073010-5411-	-
					745.50	745.50	*	
5/02/2022	4/20/2022	003051 LIGHTHOUSE SUPP	04181917		439.65	439.65	4100-043020-5407-	-
					439.65	439.65	*	
5/02/2022	4/20/2022	001997 MAGIC BROOM	167206	10	250.00	250.00	4100-073010-5413-	-
					250.00	250.00	*	
5/02/2022	4/15/2022	003387 MOBILE COMMUNIC	345001106-1		304.00	304.00	4100-031020-7003-	-
5/02/2022	3/28/2022	003387 MOBILE COMMUNIC	352000282-1		50.50	50.50	4100-031020-7003-	-
5/02/2022	3/24/2022	003387 MOBILE COMMUNIC	352000318-1		225.00	225.00	4100-031020-7003-	-
5/02/2022	4/01/2022	003387 MOBILE COMMUNIC	80081508		855.00	855.00	4100-031020-7003-	-
					1,434.50	1,434.50	*	
5/02/2022	4/01/2022	004511 NATIONAL TEST S	60290		1,466.85	1,466.85	4100-022010-5415-	-
					1,466.85	1,466.85	*	
5/02/2022	4/11/2022	000904 OLD DOMINION PO	04112022		127.85	127.85	4100-071040-5101-	-
5/02/2022	4/11/2022	000904 OLD DOMINION PO	04112022-		457.81	457.81	4100-071040-5101-	-
5/02/2022	4/13/2022	000904 OLD DOMINION PO	04132022		141.72	141.72	4100-071040-5101-	-
					727.38	727.38	*	
5/02/2022	3/24/2022	003041 OVERDRIVE INC	01572CO22098058	10	2,417.82	2,417.82	4100-073010-5411-	-
5/02/2022	3/15/2022	003041 OVERDRIVE INC	01572DA22088465	10	55.00	55.00	4100-073010-5411-	-
5/02/2022	3/29/2022	003041 OVERDRIVE INC	01572DA22101730	10	11.99	11.99	4100-073010-5411-	-
					2,484.81	2,484.81	*	
5/02/2022	4/15/2022	004595 POINT BROADBAND	3437045		50.70	50.70	4100-071040-5101-	-
					50.70	50.70	*	
5/02/2022	4/01/2022	000507 POSTMASTER	EMS MAY 2022		58.00	58.00	4100-035050-5201-	-
					58.00	58.00	*	
5/02/2022	4/15/2022	002812 RICOH USA, INC	364719743		166.90	166.90	4100-022010-5401-	-
5/02/2022	4/15/2022	002812 RICOH USA, INC	36472049		44.83	44.83	4100-022010-5415-	-
5/02/2022	4/15/2022	002812 RICOH USA, INC	36472262		100.56	100.56	4100-031020-3005-	-
5/02/2022	4/15/2022	002812 RICOH USA, INC	36472349		184.90	184.90	4100-022010-5401-	-
5/02/2022	4/15/2022	002812 RICOH USA, INC	36472437		84.03	84.03	4100-035010-5401-	-
5/02/2022	4/15/2022	002812 RICOH USA, INC	36472541		116.15	116.15	4100-032050-3005-	-
5/02/2022	4/15/2022	002812 RICOH USA, INC	36472794		96.97	96.97	4100-034010-5401-	-
5/02/2022	4/15/2022	002812 RICOH USA, INC	36472876		253.60	253.60	4100-012010-3005-	-
5/02/2022	4/15/2022	002812 RICOH USA, INC	36473200		158.59	158.59	4100-032050-3005-	-
5/02/2022	4/15/2022	002812 RICOH USA, INC	36479986		184.90	184.90	4100-012130-3005-	-
5/02/2022	4/17/2022	002812 RICOH USA, INC	5064410072		432.50	432.50	4100-021030-5401-	-
					1,823.93	1,823.93	*	
5/02/2022	4/07/2022	004564 ROBINETTE CHERY	QUARTER 1 AND 2		4,998.00	4,998.00	4100-022010-5415-	-
					4,998.00	4,998.00	*	
5/02/2022	3/30/2022	002174 RUSSELL COUNTY	100		250.00	250.00	4100-071040-5605-	-
					250.00	250.00	*	
5/02/2022	4/20/2022	000663 RUSSELL COUNTY	APR-22		7,740.00	7,740.00	4100-095010-9130-	-
5/02/2022	4/20/2022	000663 RUSSELL COUNTY	APR22 WWTP	1	6,475.30	6,475.30	4100-082010-8025-	-
5/02/2022	3/17/2022	000663 RUSSELL COUNTY	03172022		58.90	58.90	4100-043020-5103-	-
					14,274.20	14,274.20	*	
5/02/2022	3/07/2022	004632 RUSSELL COUNTY	03072022--		47.25	47.25	4100-071040-5103-	-
					47.25	47.25	*	
5/02/2022	2/28/2022	003554 S.E.P.T.I.C. IN	52254		47.90	47.90	4100-094010-7056-	-
5/02/2022	3/31/2022	003554 S.E.P.T.I.C. IN	52263		61.30	61.30	4100-094010-7056-	-
					109.20	109.20	*	

<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>
5/02/2022	3/29/2022	000594 SAM'S CLUB/GECR	304		17.36	17.36	4100-031020-5409-	- -
					17.36	17.36 *		
5/02/2022	3/25/2022	003380 SHENTEL	03252022		93.83	93.83	4100-013020-5413-	- -
5/02/2022	4/16/2022	003380 SHENTEL	04162022		122.72	122.72	4100-012010-5413-	- -
5/02/2022	4/16/2022	003380 SHENTEL	04162022--		118.73	118.73	4100-031020-5203-	- -
5/02/2022	4/16/2022	003380 SHENTEL	04162022--		122.72	122.72	4100-031020-5203-	- -
					458.00	458.00 *		
5/02/2022	3/31/2022	004871 SHI INTERNATION	B15015044	10	1,979.34	1,979.34	4100-073010-3002-	- -
					1,979.34	1,979.34 *		
5/02/2022	3/26/2022	001299 SIGN SHOP OF SO	3866		1,320.00	1,320.00	4100-071040-5605-	- -
5/02/2022	4/01/2022	001299 SIGN SHOP OF SO	3863		250.00	250.00	4100-013010-3007-	- -
					1,570.00	1,570.00 *		
5/02/2022	3/01/2022	001439 SMYTH COUNTY	75425		60.00	60.00	4100-031020-3009-	- -
					60.00	60.00 *		
5/02/2022	4/13/2022	002550 SOUTHWEST SHRED	26616		1,000.00	1,000.00	4100-042400-5414-	- -
					1,000.00	1,000.00 *		
5/02/2022	1/01/2022	002216 SOUTHWEST VIRGI	OCT 21 JAN22		450.00	450.00	4100-022010-5415-	- -
5/02/2022	1/01/2022	002216 SOUTHWEST VIRGI	OCT 21 JAN22		450.00	450.00	4100-022010-5415-	- -
					900.00	900.00 *		
5/02/2022	4/18/2022	002562 STERICYCLE INC	8001398367		78.03	78.03	4100-021060-5401-	- -
5/02/2022	4/18/2022	002562 STERICYCLE INC	8001398367		26.46	26.46	4100-012010-5401-	- -
5/02/2022	4/18/2022	002562 STERICYCLE INC	8001398367		26.46	26.46	4100-012090-5401-	- -
5/02/2022	4/18/2022	002562 STERICYCLE INC	8001398367		26.45	26.45	4100-012130-5401-	- -
					157.40	157.40 *		
5/02/2022	4/07/2022	002079 SUPREME COURT O	22-167C-RMS2		3,772.44	3,772.44	4100-021060-5902-	- -
					3,772.44	3,772.44 *		
5/02/2022	3/31/2022	000366 THE LEBANON NEW	03312022-		102.20	102.20	4100-013020-3007-	- -
					102.20	102.20 *		
5/02/2022	3/18/2022	000384 THE LIBRARY COR	2022060159	10	1,780.00	1,780.00	4100-073010-3002-	- -
					1,780.00	1,780.00 *		
5/02/2022	12/21/2021	000977 TOP LINE ADVERT	8007		280.00	280.00	4100-031020-5410-	- -
5/02/2022	4/08/2022	000977 TOP LINE ADVERT	8047	10	120.00	120.00	4100-073010-5413-	- -
					400.00	400.00 *		
5/02/2022	3/31/2022	000376 TOWN OF LEBANON	03312022		36.00	36.00	4100-043020-5103-	- -
5/02/2022	3/31/2022	000376 TOWN OF LEBANON	03312022		30.00	30.00	4100-043020-5103-	- -
5/02/2022	2/28/2022	000376 TOWN OF LEBANON	022820228		52.00	52.00	4100-031020-5103-	- -
					118.00	118.00 *		
5/02/2022	4/07/2022	001079 TREASURER OF VI	LV202203		274.29	274.29	4100-034010-5401-	- -
					274.29	274.29 *		
5/02/2022	3/29/2022	002133 TREASURER OF VI	03292022		20.00	20.00	4100-035030-3001-	- -
					20.00	20.00 *		
5/02/2022	4/19/2022	003965 UNIFIRST CORPOR	1730004084		12.96	12.96	4100-043020-3008-	- -
					12.96	12.96 *		
5/02/2022	4/12/2022	000082 VERIZON	04122022*		79.07	79.07	4100-053050-5203-	- -
5/02/2022	4/12/2022	000082 VERIZON	04122022**		158.64	158.64	4100-031020-5203-	- -
					237.71	237.71 *		
5/02/2022	4/19/2022	000758 WALLACE FURNITU	131322		17.85	17.85	4100-043020-5407-	- -
					17.85	17.85 *		
5/02/2022	4/23/2022	004837 WEX ENTERPRISE	80316821		17,153.89	17,153.89	4100-031020-5408-	- -
					17,153.89	17,153.89 *		
		TOTAL FOR DUE DATE 5/02/2022			209,099.01	209,099.01		
		TOTAL DUE FOR FUND- 4100			209,099.01	209,099.01		

<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>
5/02/2022	4/04/2022	004401 THOMSON REUTERS	846211245		86.84	86.84	4713-021080-6012-	- -
					86.84	86.84 *		
		TOTAL FOR DUE DATE	5/02/2022		86.84	86.84		
		TOTAL DUE FOR FUND-	4713		86.84	86.84		

<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>
5/02/2022	4/13/2022	000904 OLD DOMINION PO	04132022		103.50	103.50	4839-083990-5101-	- -
					103.50	103.50	*	
5/02/2022	4/07/2022	000082 VERIZON	04072022.		167.39	167.39	4839-083990-5203-	- -
					167.39	167.39	*	
		TOTAL FOR DUE DATE	5/02/2022		270.89	270.89		
		TOTAL DUE FOR FUND-	4839		270.89	270.89		
		NON-DIRECT DEPOSIT			209,456.74	209,456.74		
		DIRECT DEPOSIT			.00	.00		
		E-Payable Total			.00	.00		
		FINAL DUE			209,456.74	209,456.74		
						.00		



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item  
Presenters - Attorney

**Meeting: 5/2/22 6:00 PM**

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## **County Attorney Reports**

- 1. RC DSS Employee Bonus Ordinance.....B-1**
- 2. CF Highlands LLC – Land Deed of Gift – Arty Lee Campground Parking.....B-2**
- 3. Building Inspection Services Contract – Pure Salmon Project - Thompson & Litton Retainer Agreement and Memorandum of Understanding.....B-3**
- 4. RC Property Right-of-Way Easement to Key Western LLC.....B-4**
- 5. Cleveland Ball Park Lease.....B-5**
- 6. St. Paul Temporary Emergency Agreement for Law Enforcement Services...B-6**

### **Staff Recommendation:**

Board Discretion.

### **Suggested Motion:**

Motion Required.

### **ATTACHMENTS:**

- Various

# 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

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## **PUBLIC NOTICE**

The Russell County Board of Supervisors will be considering the approval of the **Russell County Department of Social Services’ Employee Bonus Ordinance** in accordance with the Code of Virginia § 15.2-1508 - Bonuses for Employees of Local Governments. Notwithstanding any contrary provision of law, general or special, the governing body of any locality may provide for payment of monetary bonuses to its officers and employees. The payment of a bonus shall be authorized by ordinance.

A copy of the proposed ordinance is available for review in the Office of the County Administrator located at 137 Highland Drive, Suite A, Lebanon, Virginia, during normal business hours.

The Board of Supervisors Meeting will be held in the Russell County Board of Supervisors Meeting Room at 6 P.M. located at the Russell County Government Center, 133 Highland Drive, Lebanon, Virginia during the regular monthly meeting on May 2, 2022.

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

**AN ORDINANCE, NO.**

**Authorizing a one-time bonus in the fiscal year 2021-2022 of Five Hundred Dollars (\$500.00) to all Employees of the Russell County Department of Social Services “RCDSS”.**

**WHEREAS**, the RCDSS Board held a special called meeting on April 12, 2022 to discuss a potential bonus for all RCDSS employees; and

**WHEREAS**, the RCDSS Board discussed the fact that there would be a surplus in operating funds at the end of the current fiscal year due to several vacant positions; and

**WHEREAS**, the Covid-19 Pandemic has created difficulty for RCDSS Board to fill all employment vacancies; and

**WHEREAS**, due to the inability to staff all available positions the current RCDSS employees have assumed more duties and responsibilities; and

**WHEREAS**, the RCDSS Board decided that they would like to provide a one-time bonus to all existing RCDSS employees in the amount of Five Hundred Dollars (\$500.00); and

**WHEREAS**, Virginia Code §15.2-1508 authorizes local governments to provide bonuses to employees of the locality.

**THEREFORE BE IT RESOLVED**, the Board of Supervisors grants the request of the RCDSS Board to enact an ordinance pursuant to Virginia Code §15.2-1508 that would permit the RCDSS Board to provide a one-time bonus in the amount of Five Hundred Dollars (\$500.00) to be paid to all RCDSS employees; and

**BE IT FURTHER RESOLVED**, that for the purposes of this ordinance, the term “bonus” shall mean a lump-sum supplement to compensation that is not part of an employee’s base salary. The bonuses must be paid out during this fiscal year only and shall not pursuant to this ordinance be paid thereafter; and

**BE IT FURTHER RESOLVED**, this Ordinance shall not be continuing in nature and is only applicable to the RCDSS under the circumstances stated herein.

Adopted the 2nd day of May, 2022.

**This Ordinance shall be in full force and effect upon adoption.**

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Lou Ann Wallace, Chairperson  
Russell County Board of Supervisors

**ATTEST:**

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Lonzo Lester, Clerk  
Russell County Board of Supervisors

**AYES:** \_\_\_\_\_      **NAYS:** \_\_\_\_\_      **ABSTENTIONS:** \_\_\_\_\_

**From:** [Brad J. Kreps](mailto:Brad.J.Kreps)  
**To:** [lonzo.lester@russellcountyva.us](mailto:lonzo.lester@russellcountyva.us)  
**Subject:** FW: Draft deed for parking area  
**Date:** Wednesday, April 20, 2022 12:29:04 PM  
**Attachments:** [image001.png](#)  
[CF Highlands to Russell County deed of gift parking area 041422.docx](#)  
[Dante Recreation Area Parking Area.pdf](#)

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Lonzo...here you go! Can you confirm receipt? Thanks!

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**From:** George Barlow <[gbarlow@TNC.ORG](mailto:gbarlow@TNC.ORG)>  
**Sent:** Thursday, April 14, 2022 5:23 PM  
**To:** [lonzo.lester@russellcountyva.us](mailto:lonzo.lester@russellcountyva.us)  
**Cc:** Bobby Campbell <[bc@fmcllc.net](mailto:bc@fmcllc.net)>; Gregory S. Meade <[gmeade@tnc.org](mailto:gmeade@tnc.org)>; Brad J. Kreps <[bkreps@TNC.ORG](mailto:bkreps@TNC.ORG)>; Judi Guy <[judi.guy@TNC.ORG](mailto:judi.guy@TNC.ORG)>  
**Subject:** Draft deed for parking area

Lonzo: Attached is a draft deed of gift from CF Highlands to the County of Russell for the parking area. I also attach the plat. I did include a reverter in the deed so that if the County stops using the land for recreation parking, CF Highlands could get it back if it wanted to do that. I also added a line for the date that the Board approved acquisition of the lot and an approval line for the County Attorney; I wasn't sure if you needed those or not in the deed.

Please let us know of any changes. Thank you!

GWB

**George W. Barlow III**  
*Senior Attorney*

[gbarlow@tnc.org](mailto:gbarlow@tnc.org)  
434-962-2548 (mobile)  
434-951-0593 (office)  
[nature.org](http://nature.org)

**The Nature Conservancy**  
**Charlottesville Legal Office**  
652 Peter Jefferson Parkway  
Suite 190  
Charlottesville, VA 22911



*This document was prepared by:  
George W. Barlow III, Attorney (VSB #29008)  
The Nature Conservancy  
652 Peter Jefferson Parkway, Suite 190  
Charlottesville, Virginia 2911*

Tax Parcel Number: Portion of 159L  
Consideration: None  
Property Value: \$2,600

*Exempt from recordation taxes pursuant to § 58.1-811(D) of the Code of Virginia (1950), as amended,  
and from Circuit Court Clerk's fees pursuant to §§ 17.1-266 and 17.1-279(E)*

**THIS DEED OF GIFT** is made this 14th day of April 2022, by and between **CF HIGHLANDS LLC**, a Delaware limited liability company, Grantor, whose address is 146 East Main Street, Abingdon, Virginia 24210, and the **COUNTY OF RUSSELL**, a political subdivision of the Commonwealth of Virginia, Grantee, whose address is 137 Highland Drive, Lebanon, VA 24266.

**WITNESSETH:**

That for and in consideration of the high regard the Grantor holds for the Grantee and in order to assist the Grantee in fulfilling its mission to provide public recreational access, the Grantor does hereby give, grant and convey unto the County of Russell, a political subdivision of the Commonwealth of Virginia, Grantee, with special warranty of title, subject to easements, restrictions and reservations of record, the surface and surface only of all that certain tract or parcel of land containing 0.291 acre, more or less, together with the improvements thereon and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, and being situate on the waters of Laurel Branch, west of the town of Dante, in the Castlewood Magisterial District of Russell County, Virginia, as shown, designated and described on that certain plat of survey entitled "Plat of Survey Showing a New 0.291 +/- Acre Parcel, and

Being a Portion of the ‘Dawson 6,000 Ac. Tract’ Standing in the Name of CF Highlands LLC as Per D.B. 855, Pg. 706, and Listed as Tax Parcel 159L,” dated March 11, 2022 and prepared by Richard L. Bailey, L.S., of Bailey Engineering & Land Surveying, Inc., P.C., which plat is, attached hereto and recorded herewith (the “Property”).

The Property is a portion of the real estate conveyed to CF Highlands LLC, a Delaware limited liability company, by deed dated July 11, 2019 from Heartwood Forestland Fund IV Limited Partnership, a North Carolina limited partnership, of record in the Clerk’s Office of the Circuit Court of Russell County, Virginia (the “Clerk’s Office”) in Deed Book 855, Page 706.

It is hereby covenanted and agreed by and between Grantor and Grantee that the Property is given by Grantor to Grantee for parking purposes for public recreational activities only, and that if the Grantee shall not commence such use of the Property within two (2) years after the date of this Deed of Gift, or if the Grantee shall at any time cease to use the Property solely for parking purposes for public recreational activities, then in either event title to the Property shall revert to Grantor or its successor in title, which shall then and thereafter fully have and enjoy all its former estate in and to the Property. Such reversion shall not be automatic, but in the nature of a right of entry for condition broken or executory interest, which right, if exercised by Grantor upon violation of the above conditions, is exercised by mailing a notice of violation by certified mail to the Grantee. A copy of such notice shall simultaneously be recorded in the Clerk’s Office.

Acquisition of the Property as approved by the Board of Supervisors of Russell County at a duly called meeting on May 2, 2022.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW.]

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this instrument to be executed their duly authorized representatives.

**CF HIGHLANDS LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Gregory S. Meade, Authorized Signatory

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Gregory S. Meade, who is Authorized Signatory of CF Highlands LLC, a Delaware limited liability company, on behalf of the company.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Notary Registration No. \_\_\_\_\_

[[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]]

**COUNTY OF RUSSELL,**  
a political subdivision of  
the Commonwealth of Virginia

By: \_\_\_\_\_

Its: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, who is \_\_\_\_\_ of the County of Russell, a political subdivision of the Commonwealth of Virginia, on behalf of the County of Russell.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Notary Registration No. \_\_\_\_\_

Approved as to form:

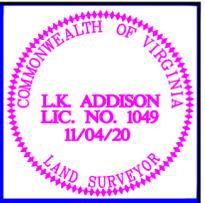
\_\_\_\_\_  
County Attorney

**EXHIBIT A**  
**THE PROPERTY**



LINE	BEARING	LENGTH
L1	S24°34'04"W	6.62
L2	N67°20'42"W	54.91
L3	N10°57'42"W	55.56
L4	N29°44'45"E	39.60
L5	N55°39'51"E	63.15
L6	N55°14'40"E	69.08
L7	S68°09'23"E	34.47
L8	N47°13'16"E	53.03
L9	S 24°18'6" W	28.53
L10	N 36°53'27" W	74.45
L11	N 48°54'28" E	25.07
L12	S 36°53'27" E	62.54
L13	N 10°51'50" W	29.99
L14	S 67°20'42" E	96.57
L15	N 76°20'01" E	30.93

REVIEWED AND APPROVED BY THE  
RUSSELL COUNTY PLANNING COMMISSION  
DATE \_\_\_\_\_

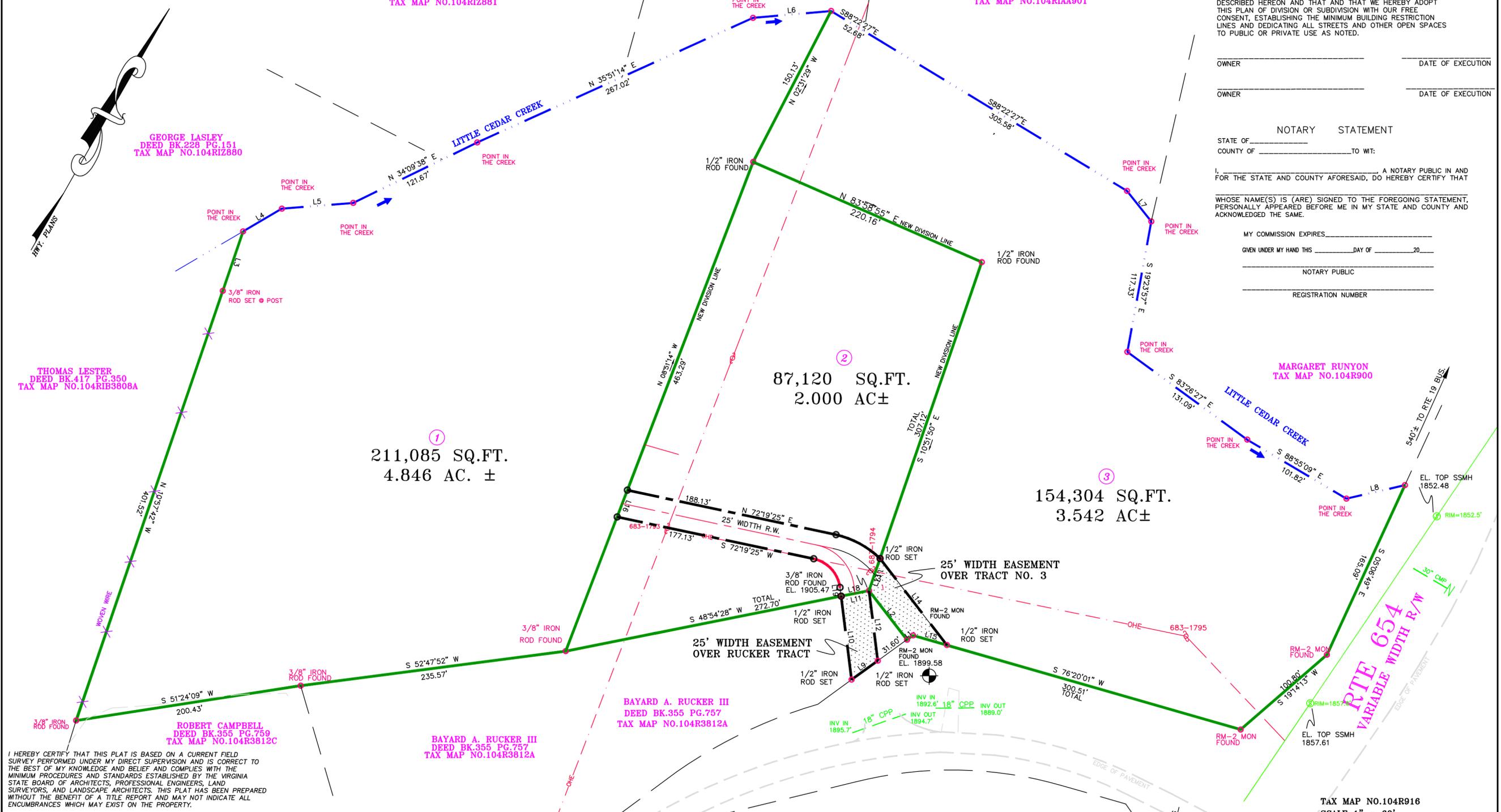


CERTIFICATE OF OWNERSHIP AND DEDICATION  
THE SIGNATORY OWNER(S), HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF DIVISION OR SUBDIVISION WITH OUR FREE CONSENT, ESTABLISHING THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATING ALL STREETS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

OWNER \_\_\_\_\_ DATE OF EXECUTION \_\_\_\_\_  
OWNER \_\_\_\_\_ DATE OF EXECUTION \_\_\_\_\_

NOTARY STATEMENT  
STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ TO WIT:  
I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT

WHOSE NAME(S) IS (ARE) SIGNED TO THE FOREGOING STATEMENT, PERSONALLY APPEARED BEFORE ME IN MY STATE AND COUNTY AND ACKNOWLEDGED THE SAME.  
MY COMMISSION EXPIRES \_\_\_\_\_  
GIVEN UNDER MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
NOTARY PUBLIC  
REGISTRATION NUMBER \_\_\_\_\_



I HEREBY CERTIFY THAT THIS PLAT IS BASED ON A CURRENT FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND LANDSCAPE ARCHITECTS. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT INDICATE ALL ENCUMBRANCES WHICH MAY EXIST ON THE PROPERTY.

I CERTIFY THAT THIS PLAT IS AN ACTUAL ON THE GROUND SURVEY AND THERE ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE ON THE GROUND OTHER THAN SHOWN HEREON.  
THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS, CONVEYANCES, RESTRICTIONS, AND VISIBLE OR RECORDED EASEMENTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.  
NO CEMETERY FOUND.

CALLS IN PARENTHESIS DENOTE PLAT OR DEED OF RECORD.

PLAT SHOWING A DIVISION OF THE PROPERTY OF KEY WESTERN LLC  
BEING ALL OF THAT CERTAIN LOT OR TRACT OF LAND LYING IN THE LEBANON MAGISTERIAL DISTRICT OF RUSSELL COUNTY, VA. AND MORE PARTICULARLY DESCRIBED IN DEED BOOK 809 PAGE 681.  
PROPERTY ADDRESS: (VACANT) OVERLOOK DR., LEBANON, VA.

TAX MAP NO.104R916  
SCALE 1" = 60'

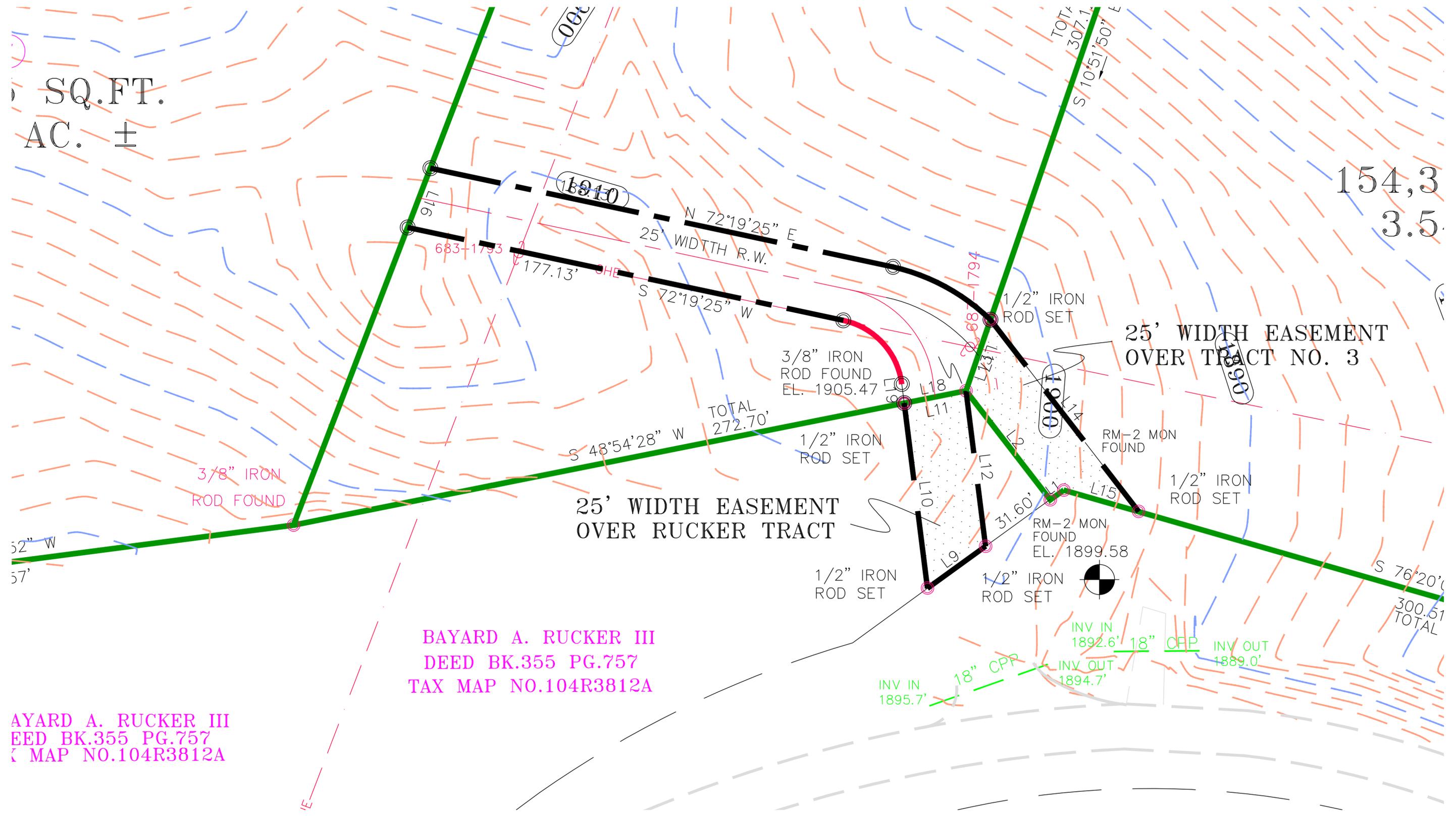
**ADDISON SURVEYORS**  
LAND SURVEYING LAND PLANNING  
CONSTRUCTION SURVEYING  
432 EAST MAIN ST. ABINGDON, VA 24210  
(276)676-3001 (276)676-3190 FAX  
E-MAIL: robert@addisonsurveyors.com (R13)

L.K. ADDISON L.S. 1049

NO.	DATE	REVISION	DRAWN BY:	DATE:	DRAWING NO.:
1	11/04/20	2 AC. TRACT AND EASEMENTS	RSH	12/04/17	8745
			LKA	12/04/17	LEO_DIV.DWG
				BOOK NO.:	FILE NO.:

SQ. FT.  
AC. ±

154,3  
3.5



BAYARD A. RUCKER III  
DEED BK.355 PG.757  
TAX MAP NO.104R3812A

AYARD A. RUCKER III  
EED BK.355 PG.757  
7 MAP NO.104R3812A



**THOMPSON  
& LITTON** EST.  
1956

ENGINEERS ARCHITECTS SURVEYORS

**T&L Project No. 716162**

**RETAINER AGREEMENT TO ENGAGE THE SERVICES OF  
THOMPSON & LITTON, INC. AS A CONSULTANT AND ADVISOR**

THIS AGREEMENT, entered into at Radford, Virginia on May 2, 2022, between Russell County Board of Supervisors, whose address is P.O. Box 1208, Lebanon, Virginia 24266, hereinafter called "Client", and Thompson & Litton, Inc., a Virginia Corporation, whose address is 726 Auburn Avenue, Radford, Virginia 24141, hereinafter called "Thompson & Litton", is as follows.

The Client and Thompson & Litton, for mutual considerations and premises hereinafter set forth, agree as follows.

A. Thompson & Litton agrees to perform certain consulting, architectural, engineering, planning, or advisory services for the Client as may be requested by the Client from time to time in reference to building construction observation services for the project known as Pure Salmon located on the Russell and Tazewell County border to the south and adjacent to Southwest Virginia Community College. A Memorandum of Understanding will be issued when appropriate for each request for service defining the required scope of services, schedule, and compensation.

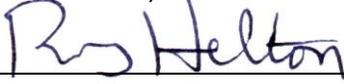
B. Client agrees to pay Thompson & Litton as compensation for its services as outlined in each Memorandum of Understanding.

C. Thompson & Litton will submit monthly billings for services rendered and reimbursable expenses incurred. Client agrees to make prompt monthly payments in response to Thompson & Litton's billings.

D. Thompson & Litton expects to start its services promptly after receipt of Client's requests for same.

E. Client and Thompson & Litton agree, in order to assure a clear understanding of all matters related to their mutual responsibilities, that the STANDARD PROVISIONS attached to this Agreement hereof are also a part of this Agreement. Client and Thompson & Litton agree that each has read, understands and accepts such additional terms and conditions to this Agreement as set forth in the STANDARD PROVISIONS.

THOMPSON & LITTON, INC.

BY:   
Ronald G. Helton, PE  
TITLE: Chairman

DATE: April 26, 2022  
ATTEST: 

RUSSELL COUNTY BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

## STANDARD PROVISIONS

### 1. Thompson & Litton Agrees:

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

### 2. The Client Agrees:

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

### 3. Miscellaneous Provisions.

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

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

#### B. Opinion of Probable Construction Cost.

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

#### C. Late Payment.

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

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

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

D. Dispute Resolution.

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

E. Arbitration.

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

F. Termination.

Either the Client or Thompson & Litton may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The Client shall within sixty (60) calendar days of termination, pay Thompson & Litton for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract. The Client shall reimburse Thompson & Litton for all expenses reasonably incurred by Thompson & Litton in connection with termination of this Agreement, including but not limited to demobilization, reassignment of personnel, and space and equipment costs.

G. Successors and Assigns.

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

H. Jobsite Safety.

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

I. Environmental and Health Hazards.

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

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

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

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

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



**MEMORANDUM OF UNDERSTANDING NO. 1  
TO RETAINER AGREEMENT BETWEEN  
RUSSELL COUNTY BOARD OF SUPERVISORS AND  
THOMPSON & LITTON, INC.**

**Project:** Pure Salmon 850,000 S.F. Processing Plant  
Building Official Duties & Responsibilities  
T&L Project No. 16719  
(Original Retainer No. 716162)

**Owner:** Russell County Board of Supervisors  
P.O. Box 1208  
Lebanon, Virginia 24266

**Engineer:** Thompson & Litton, Inc.  
726 Auburn Avenue  
Radford, Virginia 24141

**Date:** May 2, 2022

**Background:**

The Russell County Board of Supervisors desires to retain the services of Thompson & Litton, Inc. (T&L) to assist in its capacity of Building Official duties and responsibilities as required by the Laws of the Commonwealth of Virginia for the 850,000 square foot (S.F.) Pure Salmon processing plant at Wardell, Virginia. Accordingly, T&L will become the point of contact with Pure Salmon on matters pertaining to permits to construct the facility.

**Scope of Work:**

As the representative for the Building Official's office of Russell County; T&L shall perform the following services:

- Establish a document management system for the project relative to the construction of the 850,000 S.F. Pure Salmon processing plant.
- Review previously developed plans, specifications, drawings, and documents relative to the project to date in order to gain a clear understanding of the project's current status.
- Coordinate a meeting with the project's contractual and statutory stakeholders in order to establish lines of communication, project and submittal schedules, and clarify the roles, duties, and responsibilities of the parties.



- T&L will review and comment on all documents relative to building permits for the Russell County Building Official prior to their issuance of permits to Pure Salmon for this project.
- T&L, in its capacity as consultant and advisor, will in addition to its responsibility to review documents, perform onsite inspections and meetings as it is deemed necessary in order to gain a clear understanding of the design and construction intent before making any recommendations to the Russell County Building Official. The number of visits and attendees are unknown at this time.

**Owner's Responsibilities:**

- Provide T&L with a private office onsite with desk, chair, filing cabinet, and internet access at such time that administration facilities are provided to Russell County by Pure Salmon.
- Provide digital access to all correspondence and submittals to date relative to the project. Communicate the same requirements to Tazewell County and other project related parties including, Pure Salmon (its designer and contractors), Bizzack Construction, BBB Engineering, and other parties that have contractual relationships in the construction of the project.
- Issue Building Permit to Pure Salmon and/or its contractual designee upon final recommendation and agreement with T&L. This shall be done within seven (7) days of written notice of recommendation to issue the permit by T&L.
- Make all formal communications to state and federal regulatory agencies as required and in its capacity of Building Official.

**Exclusions:**

- Services related to the permitting of an 8,500 S.F. Administration Building separate from and not a part of the 850,000 S.F. processing plant.
- Erosion and sedimentation control permitting and stormwater management, oversight, and/or management.

**Compensation:**

T&L will invoice for all services per diem in accordance with the attached Standard Hourly Billing Rate Schedule. The schedule of hourly rates provided are adjusted on July 1<sup>st</sup> of each year following the year of execution of this agreement. Therefore, rates will be adjusted on July 1, 2023 and each year on the same day thereafter.

Owner agrees to make prompt monthly payments in response to T&L's billings per the Standard Hourly Billing Rate Schedule.



**Standard Provisions:**

All the terms and conditions set forth in the Retainer Agreement dated February 22, 2022, between the Russell County Board of Supervisors and T&L are incorporated by reference into this Memorandum of Understanding.

**RUSSELL COUNTY BOARD OF SUPERVISORS**

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THOMPSON & LITTON, INC.**

BY: Ronald G. Helton  
Ronald G. Helton, PE

\_\_\_\_\_  
Chairman  
Title

\_\_\_\_\_  
April 26, 2022  
Date



**EFFECTIVE: Through June 30, 2023**

**THOMPSON & LITTON  
SCHEDULE OF HOURLY RATES**

<b>INDIVIDUAL CLASSIFICATIONS</b>	<b>TYPICAL HOURLY RATES (Current Rates)</b>
Officer-in-Charge	\$ 275.00
Associate	\$ 217.00
Senior Project Manager	\$ 198.00
Project Manager	\$ 149.00
Senior Engineer	\$ 179.00
Project Engineer	\$ 138.00
Design Engineer	\$ 108.00
Senior Technician	\$ 103.00
Technician	\$ 70.00
Senior Architect	\$ 176.00
Project Architect	\$ 123.00
Intern Architect	\$ 90.00
Senior Surveyor	\$ 171.00
Surveyor	\$ 105.00
Senior Survey Technician	\$ 76.00
Survey Technician	\$ 66.00
3-Person Survey Party	\$ 227.00
2-Person Survey Party	\$ 158.00
Senior Construction Contract Administrator	\$ 161.00
Construction Contract Administrator	\$ 110.00
Senior Construction Representative	\$ 110.00
Construction Representative	\$ 79.00
Specifications and Technical Composer	\$ 77.00
Administrative Assistant	\$ 90.00
Clerical	\$ 62.00

**REIMBURSABLE EXPENSES**

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

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

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

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

REPRODUCTION:	A) 8 1/2 x 11 page, per copy (black/white) .....	\$0.15
	B) 8 1/2 x 11 page, per copy (color) .....	\$1.25
	C) Large Drawings, per square foot .....	\$0.20
	D) Large Drawings, per square foot (color) .....	\$1.25

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

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 7<sup>th</sup> day of ~~March~~ <sup>MAY</sup>, 2007, by and between the Town of Cleveland, a Municipal Corporation existing under the laws of the Commonwealth of Virginia, hereinafter called the "Lessor", and Russell County, Virginia, hereinafter called the "Lessee".

WHEREAS, Lessee has proposed to lease from Lessor certain properties owned by Lessor situate, lying and being in the corporate limits of Lessor; and,

WHEREAS, Lessee, at its regular scheduled meeting held ~~March 5~~ <sup>MAY 7</sup>, 2007, pursuant to a Motion properly made and passed unanimously, agreed to lease said property to the Lessor for a period of fifteen (15) years, subject to terms and conditions contained hereafter; and,

WHEREAS, upon Motion duly made and passed unanimously, Chairman of the Board of Supervisors of Russell County, Virginia, Danny L. Brown was authorized to execute said lease on behalf of Lessee:

NOW THEREFORE,

WITNESSETH:

(1) That for and in consideration of the mutual covenants and agreements hereinafter set forth, the Lessor does hereby let and lease unto the Lessee a tract of surface containing about \_\_\_\_\_ acres, situated in the Town of Cleveland, Virginia, on State Route \_\_\_\_\_, a plat of the location being attached hereto and made a part thereof.

(2) The term of this lease shall be for a period of fifteen (15) years from the date of

lease.

(3) The Lessee covenants that the premises shall be used only for recreation or wholesome cultural or entertainment activities for the benefits of the citizens of the Town of Cleveland and the County of Russell, and that no horse shows shall be permitted on said premises. The Lessee further covenants that no individual or groups of individuals shall be denied proper uses of the facilities and premises thereof because of race, creed, color, religion, or national origin.

(4) The Lessee also covenants that all uses of the premises will at all times be in such a manner that the operation and use of said premises cannot reasonably be considered objectionable, and that no gambling or games of chances will be permitted.

(5) The Lessee covenants that it will accept the premises in its present condition in which it now is and that the Lessor shall be under no obligation to make any improvements to said premises during the Lease or any extension thereof. However, the Lessee shall have the right to erect structures and other improvements upon said premises and to perform all maintenance, all of which shall be at the expense of Lessee. At the termination of the Lease, the Lessee shall not remove any structures or equipment placed on the premises during the period of the Lease Agreement.

(6) The Lessee further covenants that it will, at its own expense, provide and pay for all utilities.

(7) The Lessee covenants that it will indemnify and save harmless the Lessor from and against all claim, demands and lawsuits seeking to impose liability upon Lessor for damages arising from or caused by the Lessee's occupancy and use of said premises, and that it will carry

and pay for minimum limits of owner's, landlord's and tenant's liability insurance with limits of \$100,000.00 and \$100,000.00 bodily injury and \$25,000 property damage coverage.

(8) If the Lessee shall fail or refuse to comply with any or all of these covenants and agreements to be kept and performed under the terms of this Agreement, the Lessor shall have the right to give Lessee written notice to comply with such covenants and agreements and to correct any deficiencies resulting from said failure, and unless the Lessee shall, within sixty (60) days after the mailing of such notice, take effective steps for the prompt and full correction of any defaults and deficiencies stated in such notice which are found to exist, then the Lessor shall have the right, at its option, to take the matter before the Russell County Board of Supervisors to air any grievances that may arise. Should this course of action fail, the Board of Supervisors shall appoint an impartial body consisting of three members, one from each magisterial district to arbitrate the grievances between the parties and recommend a course of action for both parties to abide by. This Lease Agreement shall terminate at such time as the Lessee ceases to use the premises for the purposes stated in this lease.

(9) It is further agreed that this lease may not be assigned, transferred or encumbered in any manner without the written consent of the Lessor.

(10) The execution of this instrument on behalf of the Russell County Board of Supervisors, by its chairman, has been duly authorized by the Board.

(11) The execution of this instrument on behalf of the Town Council for the Town of Cleveland, Virginia, by its Mayor, has been duly approved by said Council.

*Danny L. Brown*  
DANNY L. BROWN, CHAIRMAN  
RUSSELL COUNTY BOARD OF SUPERVISORS

*Mrs. Geraldine Dotson*  
GERALDINE DOTSON, MAYOR  
TOWN OF CLEVELAND

ATTEST:

*James H. Gillespie*

STATE OF VIRGINIA

COUNTY OF RUSSELL, TO-WIT:

I, *Alicia D. Meade*, a Notary Public for the State of Virginia, do hereby certify that DANNY L. BROWN, CHAIRMAN OF THE RUSSELL COUNTY BOARD OF SUPERVISORS, whose name is signed above, has acknowledged the same before me this *7th* day of ~~March~~ <sup>May</sup>, 2007.

*Alicia D. Meade* (SEAL)  
NOTARY PUBLIC WHOSE COMMISSION  
EXPIRES ON *Sept. 30, 2010*

STATE OF VIRGINIA

COUNTY OF RUSSELL, TO-WIT:

I, *Alicia D. Meade*, a Notary Public for the State of Virginia, do hereby

certify that GERALDINE DOTSON, MAYOR FOR THE TOWN OF CLEVELAND,  
VIRGINIA, whose name is signed above, has acknowledged the same before me this

7<sup>th</sup> day of May, 2007.

Alice S. Meade (SEAL)  
NOTARY PUBLIC WHOSE COMMISSION  
EXPIRES ON Sept. 30, 2010

**TEMPORARY EMERGENCY AGREEMENT**

**FOR LAW ENFORCEMENT SERVICES**

This the 28<sup>th</sup> day of March, 2022, Steve Dye, in his official capacity as Sheriff of Russell County, Virginia (the "Sheriff"), the Board of Supervisors of Russell County, Virginia (The "County") and the Town Council of the Town of St. Paul, Virginia (the "Town"), agree as follows:

**WHEREAS**, the Town, a municipal corporation within Russell County, wishes to contract with the Sheriff and the County to provide additional law-enforcement services within the Town limits beyond those customarily provided in the unincorporated areas of the County, and to enforce the Town Ordinances; and

**WHEREAS**, the Sheriff, on mutually agreeable terms, wishes to contract with the Town to provide temporary dedicated law enforcement services within the Town limits, and to enforce the Town Ordinances; and

**WHEREAS**, §15.2-1726 of the Code of Virginia, 1950, as amended, permits the Sheriff, the Town, and the County to enter into such an arrangement under the terms set forth herein:

**WITNESSETH:**

**NOW THEREFORE**, the Town, the Sheriff, and the County, in consideration of the premises hereof and the mutual promises set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree:

1. During the term of this agreement, Sheriff and all deputy Sheriffs shall have the same powers, rights, benefits, privileges and immunities as they would enjoy as regular Town police officers in addition to all powers, rights, benefits, privileges and immunities they currently enjoy by virtue of their offices as Sheriff or deputy Sheriff, including the authority to make arrests within the Town and to enforce the Town's ordinances, the county's ordinances and the applicable laws of the Commonwealth of Virginia. The Sheriff is further authorized to enforce the provisions of the Town Ordinance within the Town's corporate limits, as authorized by Va. Code § 15.2-1726.

2. Hours to be spent in Town. This Agreement is in the nature of a services contract. The Sheriff shall provide, through duly-sworn deputies, law enforcement services for the Town, including enforcement within the corporate limits and on real estate owned by the Town. The parties agree that this will be a temporary measure under an emergency agreement

that will commence on \_\_\_\_\_ with the Sheriff's Office beginning law-enforcement coverage for the Town of St. Paul with current deputies. Such coverage in the Town of St. Paul will be as needed and upon availability of officers. These services are hereby agreed to be police services equal to or greater than the police services last furnished by the town's police department for purposes of definition of "Police Department" under Va. Code § 9.1-165.

3. Services to be provided by Sheriff. The Sheriff or his duly sworn deputies shall provide law enforcement services within the Town limits, with the primary objective of enforcing the laws of the Commonwealth of Virginia and of the Town of St. Paul Ordinances. The Sheriff shall provide such law enforcement services within the Town corporate limits as he may deem necessary for the proper enforcement of state and local law.

All administrative authority, including scheduling, standards of performance, and discipline of officers and control of personnel shall be the sole responsibility of the Sheriff. The Town understands that deputies who are assigned to Town shifts pursuant to this Agreement may on occasion be called away due to emergencies elsewhere in the County, be absent from the Town to process Town arrests, or for Court attendance in the course of their law enforcement duties. These services are not intended to include law enforcement services for any special town events, where overtime is required to provide the needed coverage. Such services, if desired by the Town, shall be billed separately of the actual overtime hours worked. Coverage for such events that are provided by officers on their regular schedule shall be considered to be a part of the services listed above.

4. Fees & Billing. The Town shall pay the County the amount of \$35.00 per hour for each hour of each deputy assigned pursuant to this agreement. The Town will be billed at the end of the 14 day period, and if extended, monthly for payment of this temporary emergency law enforcement coverage.

5. Integration. This Agreement constitutes the full and complete agreement of the Parties respecting its subject matter, and any prior or contemporaneous agreements or understandings, written or oral, are hereby merged into and superseded by the provisions of this Agreement. This Agreement may only be amended or supplemented by a subsequent writing of equal dignity except where expressly set forth herein. This Agreement may not be assigned by a Party without the prior written consent of the other Parties.

6. Choice of law. This Agreement shall be construed according to the laws of the Commonwealth of Virginia without regard to its principles of conflicts of laws. The Parties consent to exclusive venue and jurisdiction in the Circuit Court for Russell County, Virginia, and shall not file any suit in any court.

7. Severability. This Agreement is severable, and if any provision is found to be invalid by any court of competent jurisdiction, the remainder shall survive.

8. Counterparts. This Agreement may be executed by facsimile, electronic, or original signature of the Parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument.

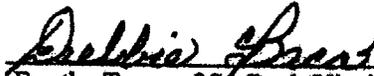
9. Waiver. The failure of either Party to this Agreement to insist upon strict compliance with any term herein shall not be construed to be a waiver of that requirement.

10. Term. This Temporary Emergency Agreement shall be for a period of no more than six (6) months unless continued by mutual agreement, which said agreement shall be in writing.

11. Further Assurances. If any further resolution, ordinance, or act is required in order to fully effectuate this Agreement, the Parties hereby agree to take such further act.

IN WITNESS WHEREOF, see the following seals and signatures:

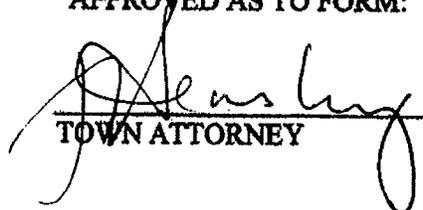
\_\_\_\_\_  
For Russell County Sheriff  
Steve Dye, Sheriff

  
\_\_\_\_\_  
For the Town of St. Paul, Virginia  
Debbie Bacca

APPROVED AS TO FORM

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY ATTORNEY

  
\_\_\_\_\_  
TOWN ATTORNEY



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item C-1 – C-14  
Presenter: Administrator

**Meeting: 5/2/22 6:00 PM**

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## County Administrator Reports & Requests

The County Administrator Reports & Request for April 2022:

1. **RC Tourism Coordinator Internship – Shiloh Lyttle – Radford University.....C-1**
2. **RC FY21 Financial Audit Report.....C-2**
3. **Virginia Coalfield Coalition’s Regional Cell Coverage Project.....C-3**

### REQUESTS

4. **VDOT 6-Year Secondary Construction Plan Resolution.....C-4**
5. **VDOT Rte. 751 Abandonment Resolution.....C-5**
6. **VDOT Rte. 1080 (North Cedar Acres) Rural Addition Resolution.....C-6**
7. **VDOT Rte. 1211 (Cleveland Falls/Barrens) and Rte. 661 (Cleveland Campground) Recreational Access Funds Resolutions.....C-7**
8. **CDBG Grant Resolution - Dante Regional Sewer Line Extension Project.....C-8**
9. **DHCD Industrial Revitalization Fund (IRF) Planning Grant - \$50,000.....C-9**
10. **Dante Steam Building Restoration Project RFQ.....C-10**
11. **CSA Supplemental Allocation Request - \$34,916.93.....C-11**
12. **Regional Improvement Commission Appointment.....C-12**
13. **RC Tourism Committee – Jim Lyttle – Resignation.....C-13**
14. **Board of Supervisors – July 2022 Regular Meeting Date.....C-14**

### **STAFF RECOMMENDATION(s):**

Board Discretion.

### **SUGGESTED MOTION(s):**

Board Discretion.

### **ATTACHMENTS:**

- Various

## **RUSSELL COUNTY TOURISM COLLEGE INTERNSHIP**

The Russell County Tourism Internship performs work in multiple aspects of the tourism program for Russell County attracting tourists to the County for its historical and natural assets. The intern will work with county staff, committees, local businesses, and other tourism representatives to promote visitation. The intern must exercise tact and courtesy in frequent contact with county staff, volunteers, business representatives, agency representatives, and the general public. The intern reports directly to the County Administrator.

1. Works with the Tourism Advisory Committee. Attend Russell County tourism related training workshops, seminars, and meetings.
2. Perform Virginia Tourism Corporation training and video conferences. Research various professional journals and other literature to enhance and maintain knowledge of trends and developments in the tourism industry.
3. Assists in the creation of marketing media, including brochures, posters, flyers, print and web advertisements, and social media. Assists in maintaining and periodically update County's Tourism website and social media accounts.
4. Assists with the distribution and placement of marketing items; routinely assesses inventory throughout sites for restocking or removal. Assists with the placement and evaluates the effectiveness of distribution locations.
5. Assists with business and other tourism representatives to share information to better promote Russell County as a tourism destination. Assists with lodging, restaurants, and specialty shop owners/managers to create special package deals; maintains a constant flow of useful and accurate information. Explores opportunities to expand tourism assets and information services.
6. Assist with tourism presentations to local civic, business, historical, and cultural groups regarding Russell's tourism efforts. Assists with local and regional events that impact tourism.
7. Assists with consumer inquiries via phone, mail, email and/or in person. Assist in preparing tourism informational packets and up-to-date information for local event calendars, Virginia Tourism Corporation website, and other travel-related websites.



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**Independent Auditors' Report**

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**To the Members of the Board of Supervisors  
County of Russell, Virginia  
Lebanon, Virginia**

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Russell, Virginia, as of and for the year ended June 30, 2021, and the related notes to the financial statements. These financial statements collectively comprise the County's basic financial statements as listed in the table of contents.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Russell County Public Service Authority (PSA), which represents 36% and 7%, respectively, of the assets and revenues of the discretely presented component units. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it related to the amounts included for the PSA is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Specifications for Audits of Counties, Cities, and Towns*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Opinions**

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Russell, Virginia, as of June 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Change in Accounting Principle***

As described in Note 28 to the financial statements, in 2021, the County adopted new accounting guidance, GASB Statement No. 84, *Fiduciary Activities*. Our opinion is not modified with respect to this matter.

### ***Restatement of Beginning Balances***

As described in Note 28 to the financial statements, in 2021, the County restated beginning balances to reflect a prior period adjustment to prepaid expenditures and the requirements of GASB Statement No. 84. Our opinion is not modified with respect to this matter.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the budgetary comparison information and schedules related to pension and OPEB funding on pages 102-104 and 105-125 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The budgetary comparison information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information

### *Supplementary and Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County of Russell, Virginia's basic financial statements. The introductory section, other supplementary information, and other statistical information are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The other supplementary information and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit, the procedures performed as described above, and the other auditors, the other supplementary information and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section and other statistical information have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated January 31, 2022, on our consideration of the County of Russell, Virginia's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of County of Russell, Virginia's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County of Russell, Virginia's internal control over financial reporting and compliance.

*Polina, Javer, Cox Associates*

Blacksburg, Virginia  
January 31, 2022



Auditor of Public Accounts  
P.O. Box 1295  
Richmond, VA 23218

We have audited the financial statements of the County of Russell, Virginia, for the year ended June 30, 2021, and such audit included the procedures required by Chapter 552 of the 2021 Acts of Assembly.

We identified the following sources of funds of the Sheriff's office:

1. Drug Forfeitures

Our audit found the Sheriff of County of Russell, Virginia has a system of internal controls for the funds listed that is adequate for complying with the Virginia Sheriffs Accounting Manual and the Code of Virginia, §15.2-1609 through §15.2-1625.

We are sending this letter in accordance with the *Specifications for Audits of Counties, Cities, and Towns* issued by the Auditor of Public Accounts, Section 2-7, *Sheriff's Internal Controls*.

*Robinson, Farmer, Cox Associates*

April 21, 2022

cc: Sheriff Steve Dye  
County of Russell, Virginia

Board of Supervisors  
County of Russell, Virginia

# 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

April 25, 2022

Steve Breeding, Chairman  
Virginia Coalfield Coalition  
224 Clydesway Drive  
Lebanon, VA 24266

**RE: Virginia Coalfield Coalition’s Regional Cell Coverage Project**

Dear Mr. Breeding:

Russell County Board of Supervisors is pleased to support the Virginia Coalfield Coalition (VCC) in its application to ARC POWER for planning funds that will support the development of a regional cell coverage study that includes the Southwest Virginia coalfield counties of Buchanan, Dickenson, Lee, Russell, Scott, Tazewell and Wise, along with their respective towns, as well as the City of Norton. Our organization recognizes the importance of expanded cell coverage in our region, not only for the purposes of economic development and workforce retention, but also in the interest of making our world-class tourism assets more attractive to visitors.

A key example of this is the ongoing development of Virginia’s newest state park, Clinch River State Park, which will offer visitors access to the highest concentration of rare and imperiled freshwater animals in the country. The Clinch River is home to rare mussels, darters and upwards of 44 other species, including excellent sport fish. However, cellular coverage along the Clinch remains quite poor. In addition to areas surrounding the Clinch River, cell coverage is inadequate or nonexistent at several other key outdoor recreation assets within the region, including Devil’s Bathtub in Scott County, Spearhead Trails systems in and around the towns of Haysi and Pocahontas, and sections of Breaks Interstate Park and the nearby John Flannagan Dam and Reservoir, among others.

While the natural beauty and unique terrain of the region makes it a destination for both tourists and adventurers, much work remains to help these assets reach their full potential. As our region’s economy depends more than ever on tourism for revenue and job creation, funding these projects would give the region a deserved and much needed boost.

To that end, Russell County Board of Supervisors fully supports the VCC’s efforts to plan for greater cellular coverage throughout its seven-county footprint.

Sincerely,

**LONZO LESTER**

Lonzo Lester, MBA, CPC, VCO

**Russell County Virginia**  
"The Heart of Southwest Virginia"

Tim Lovelace  
District 1

Steve Breeding  
District 5

Carl Rhea  
District 3

Lou Ann Wallace, Chairperson  
District 2

Rebecca Dye  
District 6

David Eaton  
District 4

Oris Christian, Vice-Chairman  
At-Large

Lonzo Lester  
County Administrator

**RESOLUTION**

**APPROVAL OF SECONDARY HIGHWAY SIX-YEAR PLAN  
(2022/23 THROUGH 2027/28)**

**AND CONSTRUCTION PRIORITY LIST (2022/23)**

**RUSSELL COUNTY, VIRGINIA**

WHEREAS, Sections 33.1-23 and 33.1-23.4 of the 1950 Code of Virginia, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-year Road Plan, and

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan. in accordance with the Virginia Department of Transportation policies and procedures and participated in a public hearing on the proposed Plan (2022/23 through 2027/28) as well as the Construction Priority List (2022/23) on May 2, 2022, after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List, and

WHEREAS, Paul Cole, Assistant Residency Administrator. Virginia Department of Transportation appeared before the Board and recommended approval of the Six-year Plan for Secondary Roads FY 2023 through FY 2028 and the Construction Priority List (2022/23) for Russell County, Virginia.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Russell County, Virginia that since said Plan appears to be in the best interests of the Secondary Road System in Russell County and of the citizens residing on the Secondary System, said Secondary Six-year Plan (2022/23 through 2027/28) and Construction Priority List (2022/23) are hereby approved as presented at the public hearing.

DONE this the 2nd day of May 2022.

Recorded Vote Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Signed: \_\_\_\_\_

**Secondary System**  
**Russell County**  
**Construction Program**  
**Estimated Allocations**

Fund	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	Total
CTB Formula - Unpaved State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$65,507	\$65,507	\$65,507	\$65,507	\$65,507	\$65,507	\$393,042
Residue Parcels	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STP Converted from IM	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP - Bond Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MG Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BR Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other State Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
District Grant - Unpaved	\$421,486	\$389,729	\$389,729	\$360,478	\$360,478	\$360,478	\$2,282,378
<b>Total</b>	<b>\$486,993</b>	<b>\$455,236</b>	<b>\$455,236</b>	<b>\$425,985</b>	<b>\$425,985</b>	<b>\$425,985</b>	<b>\$2,675,420</b>

Board Approval Date:

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Residency Administrator

Date

-----

County Administrator

Date

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

Board Approval Date:

2022-23 through 2027-28

Route	Road Name	Estimated Cost	Previous Funding	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete
					2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
RI0670 110904	Thomas Warner Bridge Rd 0670083P72	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 670 (Thomas Warner Bridge Rd) Rural Rurbsc.	CON \$519,298	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1.50 Miles West Rte 813	Total \$519,298	\$519,298	\$0	(\$75,000)	\$0	\$0	\$0	\$0	\$0	\$0
State forces/hired equip 9999 99	Rte 813 1.5 8/25/2023										
RI0670 113035	Tumble Hollow Rd 0670083978	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 670 (Tumble Hollow Rd) Rural Rurbsc.	CON \$449,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	0.13	Total \$449,000	\$124,048	\$324,952	\$324,952	\$0	\$0	\$0	\$0	\$0	\$0
State forces/hired equip 9999 99	Rte 670 0.13 10/11/2024										
RI0608 115383	Blanch Davis 060803070	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 608 - Blade, Ditch and pave	CON \$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rte 608	Total \$517,280	\$0	\$517,280	\$207,041	\$310,239	\$0	\$0	\$0	\$0	\$0
State forces/hired equip 9999 99	1.3 Mi. S Rte 608 1.3 12/27/2024										
RI 1060	North Cedar Drive Rte 1060 -North Cedar Drive - Blade, Ditch, and Pave Rt 857 0.2 mi North of Rt 857 to 0.26 mi N of Rt 847 0.08	PE \$0 RW \$0 CON \$30,000	\$0	\$0	\$0,000						
		Total \$30,000									
RI0678 115384	Lower Copper Creek 0678083980	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 678 - Blade, Ditch and pave	CON \$440,253	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rte 606	Total \$440,253	\$0	\$440,253	\$0	\$120,817	\$320,254	\$0	\$0	\$0	\$0
State forces/hired equip 9999 99	1 Mi. E. Rte 606 1.0 12/16/2025										
Rte 674 118907	Walt Drive 0874083900	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 674 - Blade, Ditch, and Pave	CON \$180,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rte 670	Total \$180,000	\$0	\$180,000	\$0	\$25,000	\$135,000	\$0	\$0	\$0	\$0
State forces/hired equip 9999 99	0.4 Mi. N of Rte 670 0.4 12/18/2025										
Rte 671 118011	Honaker Chapel Road 0671083091	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte 671 - Honaker Chapel Rd - Blade, Ditch, and Pave Alt Rte 58	CON \$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1.3 Mi. W Alt Rte 58	Total \$550,000	\$0	\$550,000	\$0	\$0	\$425,838	\$124,162	\$0	\$0	\$0
State forces/hired equip 9999 99	1.3 12/16/2025										
RI 746 118907	Stoney Point Drive 0874083900	PE \$0 RW \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	RI 746 - Stoney Point Drive - Blade, Ditch and Pave	CON \$407,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Route 71	Total \$407,000	\$0	\$407,000	\$0	\$0	\$0	\$0	\$501,870	\$109,039	\$0
State forces/hired equip 9999 99	1.17 Miles North RI 71 1.17 12/16/2025										
Route 801 T	Steel Hollow RI 801 - Steel Hollow Road - Blade, Ditch and Pave	PE \$0 RW \$0 CON \$130,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Route 688	Total \$130,000	\$0	\$130,000	\$0	\$0	\$0	\$0	\$0	\$130,000	\$0
State forces/hired equip 9999 99	0.3 miles south RI 688 to end of state maintenance 0.3 12/18/2025										
Route 636 T	Kent's Ridge RI 636 - Kent's Ridge Road - Blade, Ditch and Pave	PE \$0 RW \$0 CON \$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT		Total \$450,000	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$180,958	\$269,042
State forces/hired equip 9999 99											

**Russell County BOS**  
**VDOT Update**  
**May 2, 2022**

**Board Action Requests**

- Consider resolution to add approximately 0.07 miles of Route 1080 (North Cedar Acres) to the VDOT secondary system. This resolution – assuming the Board wishes to bring the road into the system – must be passed prior to the 6 year secondary road construction resolution.
- Hold public hearing for the County's FY 23 – FY 28 secondary construction plan. VDOT has coordinated the advertisement for the hearing with local newspapers.
- Consider resolution adopting the County's FY 23 – FY 28 secondary construction plan. The resolution has been submitted to the County Administrator under separate cover. A brief summary of the plan is attached to this report.
- Consider application for funding through VDOT's Recreational Access Fund for improvements to Route 1211 (access to the falls / Cleveland Barrens) and Route 661 access to the Cleveland Campground.
- Consider resolution abandoning Route 751; the route no longer physically exists. The resolution is needed in order for the official system inventory to reflect the field conditions.

**Maintenance Activities – Completed / Underway**

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

- Seven drain pipes were replaced on Route 640 in advance of repaving operations later this summer.
- Brush cutting was completed on segment(s) of Routes 737.
- Pothole patching operations continued with patching completed on various routes primarily within the Blackford Area Headquarters and routes intersecting Route 19.
- Maintenance work (spreading gravel, blading) was conducted on routes 622, 638, 640, side routes intersecting Route 640, 722, 746 and 855.
- Pipes were opened on Route 669.
- Ditching was completed on portions of Routes 19, 620, 622, 640, 645, 657 and 694.
- Shoulder repairs were completed on Routes 19, 67 and 640.
- Down trees were removed from Routes 619 and 770.

## **Maintenance Activities - Planned**

- Culvert replacement and associated ditching on Routes 67 and 600.
- Slope stabilization on Routes 600 and 712
- Culvert replacement & associated ditching on Route 730 (Requires permit)
- Ditching on Route 740
- Boom ax work along Route 661
- Sinkhole repair on Route 19
- Installation of sand barrels between guardrail and signal pole at the WalMart entrance / Route 19 intersection, once signal reconstruction is completed.
- Machine pavement patching in advance of the summer resurfacing work (see list of routes to be resurfaced at the end of this report).
- Roadside mowing operations are anticipated to begin mid to late May.

## **Rural Rustic / 6 Year Plan Projects**

### **Tumbez Hollow Rural Rustic (Drainage)**

The balance of the drain pipe installation on the project has been completed. VDOT crews will be shaping the road bed in preparation of paving work.

Staff is monitoring the performance of the drainage improvements through the spring and should adjustments be needed to the drainage, the adjustments will be completed prior to paving operations.

### **Thomas Warner Rural Rustic Project**

Work up to the point of placing the stone base for asphalt is complete. Limited repair of drainage elements installed last year and installation of an additional pipe are planned prior to paving operations.

### **Future 6 Year Plan Projects**

Blanch Davis Road (Route 606) is the next project on the 6 year plan list and receives approximately 40% of its funding in July, assuming the Board approves the proposed 6 year plan as presented. The residency plans to complete drain pipe installation and other work this fall with paving to be completed following receipt of balance of funding in July 2023.

North Cedar Acres is a small project (adding approximately 0.07 miles) of road utilizing residual funding from previously completed projects proposed for completion this summer / fall. While it has been added to the 6 year plan (again, assuming the Board approves the proposed 6 year plan as presented) its addition does not delay the (or push back) other projects already on the plan as it is funded using residual funds.

## **Non – VDOT Projects**

### **Pure Salmon Project**

No new information to report this month, a recent site visit indicated significant progress on the construction of the connection to Route 19. The residency understands utility relocation will be required before the final blasting / excavation can be completed to make the connection to Route 19.

### **St Paul Welcome Center**

No new information to report this month.

## **2022 Summer Pavement Resurfacing**

The following routes are scheduled for repaving this summer:

- Route 611: Intersection with Route 65 to end of pavement
- Route 614: Intersection with Route 71 to intersection with Route 657.
- Route 615: Intersection with Route 628 to intersection with Route 628
- Route 636: Intersection with Route 640 to intersection with Route 711.
- Route 640: Intersection with Route 82 to intersection with Route 740.
- Route 651: Intersection with Route 645 to end of state maintenance.
- Route 737: Intersection with Route 1015 to end of state maintenance.
- Route 780: Intersection with Route 67 to intersection with Route 637.
- Route 1080: Intersection with Route 657 to Dead End.

## **Miscellaneous**

Residency staff stand ready to respond to inquiries and provide explanations but also offer the 1-800-FOR-ROAD call to enter work order requests into VDOT's tracking system.

**From:** [John Bolling](#)  
**To:** [Lester, Lonzo](#)  
**Cc:** [William Counts](#); [Jeff Buchanan](#)  
**Subject:** Route 751 abandonment  
**Date:** Friday, April 22, 2022 3:41:51 PM  
**Attachments:** [image001.png](#)  
[PROJECT ADJUSTMENT RESOLUTION SAMPLE Oct 2014.docx](#)  
**Importance:** High

---

Lonzo,

Back in the 80's, VDOT constructed a HUD Urban Renewal Site & a channel change on the Clinch River under VDOT project 7058-097-105, G302, G303. This is where the St. Paul sewage treatment plant is located. As a part of that project, Route 751 was demolished and is no longer there (it's in the river now). However, a formal abandonment of Route 751 was not done. To correct this oversight, we need to get a resolution on the May 2<sup>nd</sup> agenda. Sample resolution is attached. The Lebanon Residency requests that this item placed on the May 2, 2022 BOS agenda.

If you have any questions, give me a call

Thanks & have a great weekend!



*JOHN BOLLING*

*Land Development Engineer*

*Lebanon Residency*

Virginia Department of Transportation

276-415-3433 Office | 276-623-7199 Mobile

[john.bolling@VDOT.Virginia.gov](mailto:john.bolling@VDOT.Virginia.gov)

The Board of Supervisors of Russell County, in regular meeting on the 2<sup>nd</sup> day of May 2022, adopted the following:

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

WHEREAS, the Virginia Department of Transportation has developed a HUD Urban Renewal Site and constructed a channel change of the Clinch River circa 1981 under Project 7058-097-105, G302, G303; and

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

WHEREAS, a new Town of Saint Paul maintained road serves the same citizens as served by those portions of old secondary road identified on the project sketch and VDOT Form(s) AM4.3 to be abandoned, which portions no longer serve a public need, and

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

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

Recorded Vote  
Moved By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Yeas: \_\_\_\_\_  
Nays: \_\_\_\_\_

A Copy Teste:  
\_\_\_\_\_  
Lou Ann Wallace, Chairperson

## IN RUSSELL COUNTY

By Resolution of the governing body dated May 02, 2022

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

A Copy Testee      Signed (County Official): \_\_\_\_\_

**Report of Changes in the Secondary System of State Highways**  
**Project/Subdivis 7058-097-105, G302, G303\_RTE 751 ABANDONMENT**

### Abandonment - Project by VDOT §33.2-912

Rte Number	Street Name	From Termini	To Termini	Length	Number Of Lanes	Recordation Reference	Right of Way Width
751		ROUTE 640 [A]	0.16 MI N ROUTE 640 [B]	0.16			

CHANGES IN THE SECONDARY SYSTEM OF STATE HIGHWAYS DUE TO CONSTRUCTION ON:  
PROJECT 7058-097-105, G302, G303

VA DEPT. OF TRANSPORTATION  
BRISTOL DISTRICT  
LEBANON RESIDENCY  
RUSSELL CO. (083)

ICR #38278151

NOTE: BUSH PLACE WAS CONSTRUCTED AS THE REPLACEMENT ROUTE FOR ROUTE 751. BUSH PLACE IS MAINTAINED BY THE TOWN OF ST. PAUL AND NOT IN THE SECONDARY SYSTEM.

SEGMENT A-B: RTE 751 ABANDONMENT  
FROM ROUTE 640 [A] TO 0.16 MI W RTE 640 [B], LENGTH = 0.16 MILE

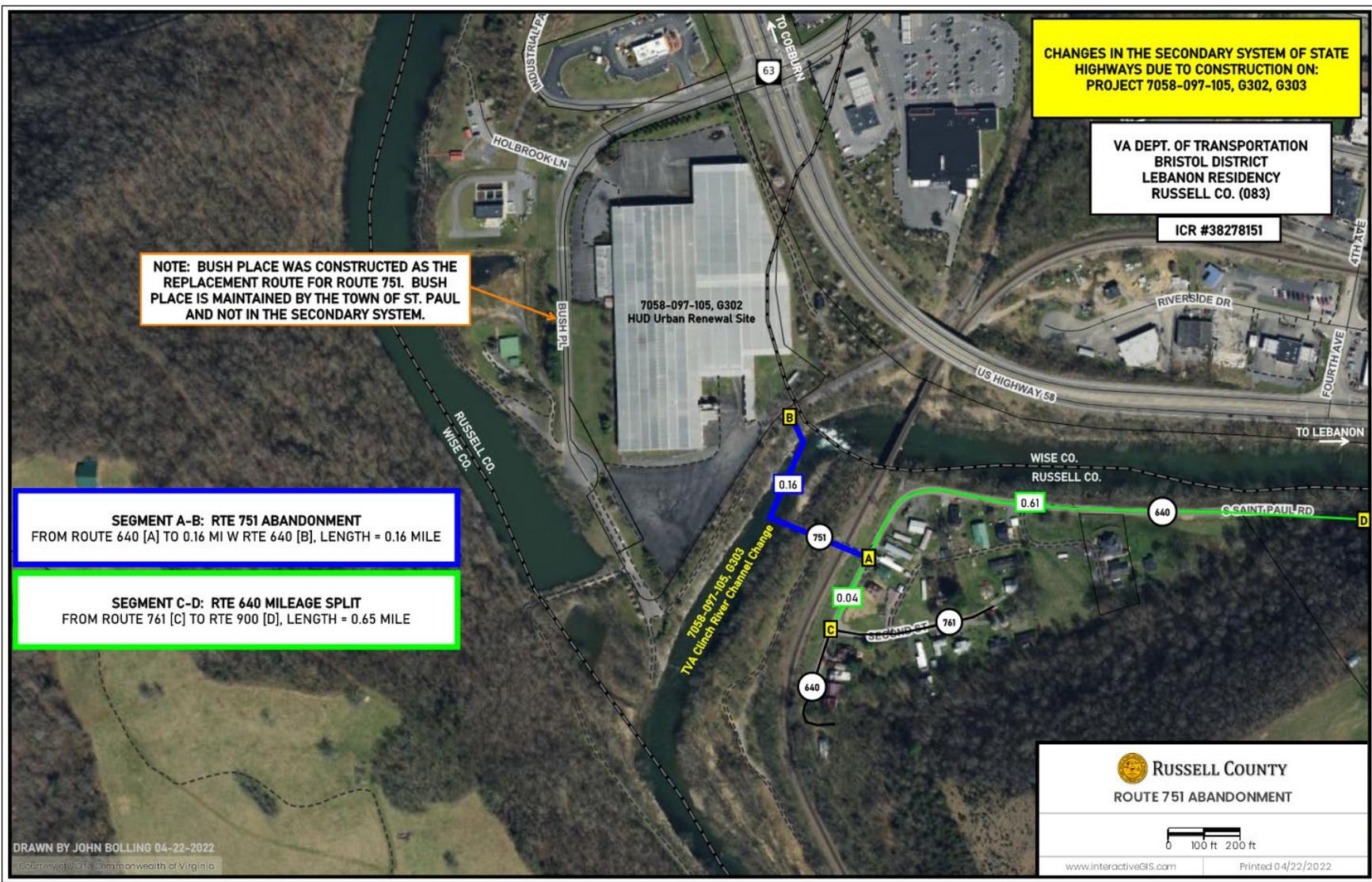
SEGMENT C-D: RTE 640 MILEAGE SPLIT  
FROM ROUTE 761 [C] TO RTE 900 [D], LENGTH = 0.65 MILE

DRAWN BY JOHN BOLLING 04-22-2022  
courtesy of VGIN, Commonwealth of Virginia

 **RUSSELL COUNTY**  
ROUTE 751 ABANDONMENT

0 100 ft 200 ft

www.interactiveGIS.com Printed 04/22/2022



The Board of Supervisors of Russell County, in regular meeting on the 2<sup>nd</sup> day of May 2022, adopted the following:

RESOLUTION FOR RURAL ADDITIONS TO THE SECONDARY SYSTEM OF STATE  
HIGHWAYS: ROUTE 1080 EXTENSION, NORTH CEDAR ACRES

WHEREAS, the street described below currently serves three or more occupied dwellings and was established on 4 May 1982, at which time it was used by motor vehicles as a public access; and

WHEREAS, the County has determined its subdivision ordinance satisfies subsection B of §33.2-335, Code of Virginia, and is therefore eligible to make qualifying additions to the secondary system of state highways maintained by the Virginia Department of Transportation and fund necessary improvements as setout therein, except as otherwise prohibited by subsection B of §33.2-336, Code of Virginia; and

WHEREAS, after examining the ownership of all property abutting this street, including the deeds and related plats, this Board finds no restriction on the use of public funds for improving of the road; and

WHEREAS, after examining the ownership of all property abutting this street, this Board finds that speculative interest does not exist; and

WHEREAS, this Board has identified immediately available funding to make improvements required to qualify the street for addition to the aforesaid secondary system of state highways, based on the Department's cost estimate of \$30,000; and

NOW, THEREFORE, BE IT RESOLVED, pursuant to §33.2-335, Code of Virginia, this Board requests the following street be added to the secondary system of state highways maintained by the Virginia Department of Transportation and hereby guarantees the right-of-way of the street to be clear, unencumbered and unrestricted, which right of way guarantee shall including any necessary easements required for cuts, fills, and drainage:

- Subdivision Name: Cedar Acres Subdivision
- Street Name: North Cedar Acres
  - From: 0.20 mile Northeast of Route 657
  - To: 0.27 mile Northeast of Route 657
  - Length: 0.07 mile
- Guaranteed Right of Way Width: Fifty feet (50')
- Right of Way Instrument Reference: Plat Book 8, Page 61

BE IT FURTHER RESOLVED, this Board requests the Virginia Department of Transportation to improve said street to the prescribed minimum standards, funding said improvements with the following funds;

- Source of Funds: FY 2023 Secondary Six-Year Plan Rural Addition Funds
- Amount: \$30,000.

BE IT FURTHER RESOLVED, this Board agrees to reimburse, within 45-days of receiving an invoice, all costs that the Virginia Department of Transportation incurs to relocate existing utilities within the right of way that are discovered during the course of and in conflict with the construction, drawing such funds from resources other than those administered by the Department; and

BE IT FURTHER RESOLVED, this Board agrees to reimburse, within 45-days of receiving an invoice, all costs that the Virginia Department of Transportation incurs in the construction of necessary improvements to the road that are over and above the estimated cost of improvements or to otherwise identify an eligible source of funds administered by the Department to cover such costs; and

BE IT FINALLY RESOLVED, that a certified copy of this resolution be forwarded to the Residency Administrator of the Virginia Department of Transportation.

Recorded Vote

A Copy Teste:

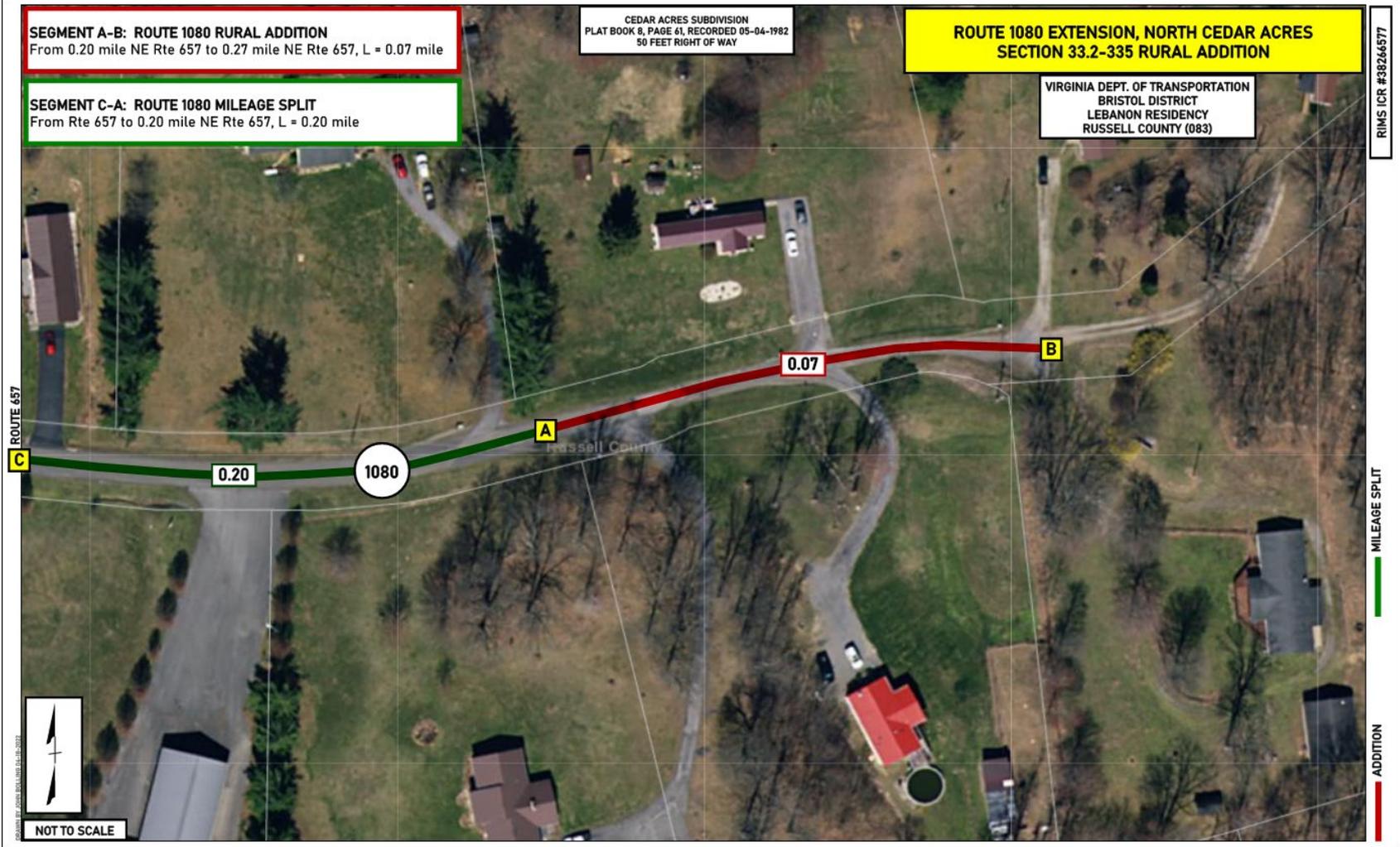
Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_  
Lou Ann Wallace, Chairperson





# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF TRANSPORTATION

STEPHEN C. BRICH, P.E.  
COMMISSIONER

870 Bonham Road  
Bristol, VA 24201

4/25/2022

Lonzo Lester  
137 Highland Drive Suite A  
Lebanon, Va 24266

In our recent review and discussions regarding the 6 year plan update, the Lebanon Area Headquarters (AHQ) identified improvements to Route 1211 as a potential candidate. This is the route that provides access to Cleveland Barrens Recreational Area. As you know, the route was not included in the plan.

The Virginia Department of Conservation and Recreation (DCR) has developed the recreational area near the base of the falls over the past few years, significantly improving parking and the overall visitor experience.

The proposed – and needed – repairs and improvements to Route 1211 are beyond typical maintenance, thus the original idea of including the route on the 6 year plan. The proposed improvements include:

- Improving road-side drainage
- Installing culverts to convey storm water under the road to an existing swale or ditch.
- Spot widening to provide turn-outs for passing & safer vehicle movements
- Paving the road & parking areas.

Improving the road correlates well not only with the DCR improvements but also with the development of the Clinch River Park and the County's tourism efforts in general.

Thus, we ask the County to consider applying for funding under the VDOT Recreational Access Program. This funding program is intended to assist in providing adequate access to or within public recreational areas operated by agencies of the Commonwealth and/or localities. There is no application deadline. Up to \$3 million is allotted annually to the program (July), and applications are considered on a first come, first served basis.

We estimate the proposed improvements at \$330,000 utilizing current contract prices increased by 10%. As I'm sure you're aware, construction prices are rising, thus the additional 10% added to our estimate.

Roads that access facilities operated by a state agency (Cleveland Barrens is operated by the DCR) are eligible for up to \$400,000 in Recreational Access Program funding with no obligation for County funds. Due to the changing construction environment, we suggest the County apply for the full \$400,000 if the Board wishes to move forward with an application. We will update the estimate as a necessary part of assisting the County with an application. A sample resolution is attached with this letter.

You can obtain a copy of the Recreational Access Program guide and application online at:

[https://www.virginiadot.org/local\\_assistance\\_division-access\\_programs.asp](https://www.virginiadot.org/local_assistance_division-access_programs.asp)

The County could either administer the project or request VDOT to administer the project. Given current program guidelines, we would suggest VDOT administration of the project and utilization of VDOT forces and / or the residencies Hired Equipment contract to complete the work.

Should you have questions or comments we would be glad to meet to further discuss.

Regards



Jeff G. Buchanan  
Assistant Resident Engineer



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF TRANSPORTATION

STEPHEN C. BRICH, P.E.  
COMMISSIONER

870 Bonham Road  
Bristol, VA 24201

4/25/2022

Lonzo Lester  
137 Highland Drive Suite A  
Lebanon, Va 24266

In a recent Safety Committee meeting entrance to the campground at the old Cleveland Elementary was considered.

The proposed work would increase sight distance at the entrance. The work is anticipated to include:

- Lessening the curvature on Route 661 on one or both sides of the campground entrance
- Making a minor change to the horizontal and possibly vertical alignment at the campground entrance
- Re-establishing drainage ditches and relocating drain pipes as needed to accommodate the proposed improvements.
- Repaving the realignment portion of Route 661 and campground access.
- Widen 661 near the entrance to campground to provide a turn-out for safer vehicle passing

Improving the road correlates well with the campground but also with the development of the Clinch River Park and the County's tourism efforts in general.

Thus, we ask the County to consider applying for funding under the VDOT Recreational Access Program. This funding program is intended to assist in providing adequate access to or within public recreational areas operated by agencies of the Commonwealth and/or localities. There is no application deadline. Up to \$3 million is allotted annually to the program (July), and applications are considered on a first come, first served basis.

Roads that access facilities operated by a locality are eligible for up to \$250,000 in Recreational Access Program funding with no obligation for County funds. An additional \$100,000 can be obtained on a dollar for dollar matching basis (\$50,000 from the County and \$50,000 from VDOT). While additional investigation remains to be done, the residency anticipates the proposed improvements could be completed without a County match. If the Board wishes to move forward with an application, we will develop an estimate as a necessary part of assisting the County with an application. A sample resolution is attached with this letter.

You can obtain a copy of the Recreational Access Program guide and application online at:

[https://www.virginiadot.org/local\\_assistance\\_division-access\\_programs.asp](https://www.virginiadot.org/local_assistance_division-access_programs.asp)

The County could either administer the project or request VDOT to administer the project. Given current program guidelines, we would suggest VDOT administration of the project and utilization of VDOT forces and / or the residencies Hired Equipment contract to complete the work.

Should you have questions or comments we would be glad to meet to further discuss.

Regards

A handwritten signature in blue ink that reads "Jeff G. Buchanan". The signature is written in a cursive style with a large initial "J".

Jeff G. Buchanan  
Assistant Resident Engineer

**Example - Local Government Resolution Request for  
funding for a  
New Roadway or Existing Roadway Improvement**

**BOARD OF SUPERVISORS/  
CITY OR TOWN COUNCIL**

Date \_\_\_\_\_

At a regularly scheduled meeting of the [NAME of locality] [select (City/Town Council or County Board of Supervisors)] held on [month and day], 20[##], on a motion by [Board or Council member name], seconded by [Board or Council member name], the following resolution was adopted by a vote of [#] to [#]:

WHEREAS, the [name of park facility / historic area] is owned and is to be developed by the [(County/City/Town of [name of locality] or name of state agency, e.g., Department of Conservation and Recreation)] as a [recreational/historic] facility serving the residents of [name of county/city/town] and adjoining localities; and

\*\*\*\*\* *choose one from the following two paragraphs that applies* \*\*\*\*\*

WHEREAS, the property on which this facility [is/will be] located has no access to a public street or roadway and will require the construction of a new roadway which will connect to [name of road] [Route #####]; and

WHEREAS, the existing public road network does not provide for adequate access to this facility and it is deemed necessary that improvements be made to [name of road] [Route #####]; and

WHEREAS, the procedure governing the allocation of recreational access funds as set forth in Section 33.2-1510 of the *Code of Virginia* requires joint action by the Director of the [Department of Conservation and Recreation / Department of Historic Resources] and the Commonwealth Transportation Board; and

WHEREAS, a statement of policy agreed upon between the said Director and Board approves the use of such funds for the construction of access roads to publicly-owned recreational or historical areas; and

WHEREAS, the [Board/Council] has duly adopted a zoning ordinance pursuant to Article 7 (Section 15.2-2280 et seq), Chapter 22, Title 15.2 of the *Code of Virginia*; and

WHEREAS, it appears to this [Board/Council] that all requirements of the law have been met to permit the Director of the [Department of Conservation and Recreation / Department of Historic Resources] to designate the [name of park facility / historic area] as a public [recreational facility / historic area] and further permit the Commonwealth Transportation Board to provide funds for access to this public recreation/historical area in accordance with Section 33.2-1510 of the *Code of Virginia*; and

WHEREAS, the [Board/Council] agrees, in keeping with the intent of Section 33.2-405 of the *Code of Virginia*, to use its good offices to reasonably protect the aesthetic or cultural value of this road leading to or within areas of historical, natural or recreational significance; and

WHEREAS, the County/City/Town] of [name of locality] acknowledges that no land disturbance activities may occur within the limits of the proposed access project without the permission of the Department of Transportation as a condition of the use of the Recreational Access Fund.

WHEREAS, the County/City/Town]of [name of locality] hereby guarantees that the necessary environmental analysis, mitigation, and fee simple right of way for this improvement, and utility relocations or adjustments, if necessary, will be provided at no cost to the Virginia Department of Transportation; and

NOW, THEREFORE BE IT RESOLVED, that the [Board of Supervisors / City/Town Council] of [name of locality] hereby requests the Director of the [Department of Conservation and Recreation / Department of Historic Resources] to designate the [name of park facility / historic area] as a [public recreational area / historic area] and to recommend to the Commonwealth Transportation Board that recreational access funds be allocated for an adequate access road to serve said [park / historical] area; and

BE IT FURTHER RESOLVED, that the Commonwealth Transportation Board is hereby requested to allocate the necessary recreational access funds to provide a suitable access road as hereinbefore described.

BE IT FURTHER RESOLVED, that the [County Administrator or City/Town Manager and/or his designee(s) be authorized to act on behalf of the [Board of Supervisors, City/Town Council]to execute any and all documents necessary to secure the funding sought through the Recreational Access Program up to, but not exceeding, \$ state funds.

\*\*\*\*\* use the following paragraph if the project is for a new road \*\*\*\*\*

BE IT FURTHER RESOLVED THAT: The [NAME of locality] [select (City/Town Council or County Board of Supervisors)] hereby agrees that the new roadway so constructed will be added to and become a part of the [select "road system of the (City/Town) of (name of locality)" if locality maintains its own road system) OR (select "secondary system of highways", if the locality does not maintain its own road system)].

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Town/City Manager / County Administrator

# Russell County Virginia

“The Heart of Southwest Virginia”

Tim Lovelace  
District 1

Carl Rhea  
District 3

David Eaton  
District 4

Lou Ann Wallace, Chairperson  
District 2

Oris Christian, Vice-Chairman  
At-Large

Steve Breeding  
District 5

Rebecca Dye  
District 6

Lonzo Lester  
County Administrator

---

## RESOLUTION

March 30, 2022

Ms. Amanda Healy, Program Manager  
Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Re: **Request for Prior Authorization of Costs**

**Dante Regional Sewer Line Extension Project #21-21-14**

Dear Ms. Healy:

Please accept this letter as a formal request for authorization to incur administrative costs prior to the execution of our Appalachian Regional Commission (ARC) agreement with the Virginia Department of Housing and Community Development. A grant offer has been made to us under the Commonwealth of Virginia's FY 2021 ARC program

We anticipate incurring these costs effective March-July 2021 but prior to execution of a contract agreement.

1. Administration \$3,000

- Performance-based Project Budget
- Project Management Plan
- Certification of Signatures
- Minority and Female Owned Businesses Ad
- Non Discrimination Policy

2. Environmental Review Record/Notices/ \$5,000

Release of Funds

Attest:

---

Lonzo Lester, Russell County Administrator



Glenn A. Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

Bryan W. Horn  
Director

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into as of this **18<sup>th</sup> day of March, 2022**, by and between the Virginia Department of Housing and Community Development hereinafter referred to as "DHCD" and **Russell County**, hereinafter referred to as "GRANTEE."

#### WITNESSETH

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer grants of the Industrial Revitalization Fund (IRF) according to 36-152 of the Code of Virginia, and

WHEREAS, the Dante Steam Building Restoration Project, as described in the Industrial Revitalization Fund (IRF) Planning Grant proposal submitted by GRANTEE, has qualified for funding on the basis of the IRF Planning Grant Guidelines,

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

1. DHCD agrees to award the GRANTEE an Industrial Revitalization Fund Planning Grant in an amount of the total allowable, eligible costs through the Coronavirus State and Local Fiscal Recovery Fund within the American Rescue Plan Act of 2021 (CFDA 21.027) in carrying out the activities included in the scope of the work herein described not to exceed **\$50,000.00 (fifty thousand dollars)**.
2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its Dante Steam Building Restoration project.
3. The GRANTEE will commence, carry out and complete the scope of work, beginning on **March 18, 2022**, as described in the GRANTEE's IRF Planning Grant proposal, and any subsequent, approved, written amendments to the proposal, which are made a part of this MOU.

**PROJECT TITLE:** Dante Steam Building Restoration

**PROJECT ADDRESS:** 50 Straight Hollow Road, Dante, VA 24237

**PRODUCTS:** Architectural and Engineering Services, Economic Impact Analysis



4. GRANTEE agrees to provide a final report to DHCD by **July 29, 2022**. The GRANTEE shall use the IRF Planning Grant Report template in CAMS to submit the final report. The Report shall include a summary of the approved Industrial Revitalization Fund Planning Grant project and its outcomes. Studies, reports, pictures, and other documentation should be submitted along with the written report. DHCD may share copies of the report with other interested parties identified by the State. DHCD, at its discretion, may require additional reports. If reports are not submitted in a timely manner, DHCD reserves the right to withhold payment requests until such reports are submitted.
5. DHCD shall monitor the project during the period covered by this Grant Agreement. At any time during the Grant period, DHCD may request and shall be provided copies of any documents pertaining to the use of Program funds.
6. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROGRAM completion, there are cost under-runs or project savings, these costs shall revert to DHCD.
7. The GRANTEE shall complete the work as described in this MOU, on or before **July 29, 2022**. Final requests for the funds must be made no later than **July 29, 2022**. Funds not expended by **July 29, 2022** are subject to re-appropriation. If the project is not completed by that date, all Grant funding and this MOU shall be terminated and the GRANTEE shall return all unexpended funds, unless an amendment to the MOU provides otherwise.
8. Grant funds will be disbursed on a reimbursement basis only. Request for funds will be completed through the CAMS (Centralized Application and Management System). Along with the reimbursement request, the Grantee will also upload and include documentation and proof of reimbursable expenditures (such as invoices, cancelled checks, source documents, etc).
9. DHCD agrees to make payment to the GRANTEE upon receipt of a properly completed and signed invoice(s) submitted to CAMS. Requests for Payment may be on a reimbursable basis upon received documentation of the required expenditure, and made to allow approximately thirty (30) days to receive funds. Funds are to be immediately disbursed by the GRANTEE.
10. To expedite receipt of payment, it is recommended that Grantees contact the Virginia Department of Accounts (DOA) to arrange for electronic transfer of IRF funds. The forms to establish electronic payment with DOA are available at [www.doa.virginia.gov](http://www.doa.virginia.gov). At the home page, click on the Electronic Data Interchange (EDI) link button on the right. Scroll down to the *Trading Partner Agreement and Enrollment* form for Localities and Grantees. Print the form, fill it out and submit it. Instructions on filling out the form are on the third page of the document.



11. The GRANTEE must submit one of the following financial documents: Financial Statement\*\*, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an independent CPA or an OMB A-133 Audit (Single Audit) prepared by an independent CPA. Please see the table below to determine which document your organization is required to submit.

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

<b>Threshold Requirement</b>	<b>Document</b>
Total annual expenditures $\leq$ \$100,000 – regardless of source	Financial Statement prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 – regardless of source	Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures $>$ \$300,000 – regardless of source	Audited Financial Statement prepared by an Independent CPA
Federal expenditures $\geq$ \$750,000	OMB A-133 Audit (Single Audit) prepared by an Independent CPA

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at:

[http://www.dhcd.virginia.gov/images/DHCD/DHCD\\_Audit\\_Policy.pdf](http://www.dhcd.virginia.gov/images/DHCD/DHCD_Audit_Policy.pdf).

12. DHCD reserves the right to end funding at any point should the project prove nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved project proposal.



EXECUTION

In witness whereof, the parties have executed or caused to be executed by their duly authorized official this MOU to be bound thereby.

**Department of Housing and Community Development (DHCD)**

DocuSigned by:  
*Sara J. Dominguez*  
BY: 60E80B946FE6414 DATE: 3/31/2022

TITLE: Deputy Director, Economic Development and Community Vitality

~~Russell County~~ DocuSigned by:  
*Lonzo Lester*  
BY: 301DA99522E44ED DATE: 3/30/2022

TITLE: County Administrator





## **PUBLIC NOTICE**

### **REQUEST FOR QUALIFICATIONS (RFQ)**

#### **Architectural & Engineering Services**

**for the**

#### **Dante Steam Building Restoration Project DHCD Planning Grant**

The County of Russell is currently seeking Architectural and Engineering Services from a qualified and experienced firms/consultants to provide support for the Russell County's Dante Stream Building Restoration Planning Grant Project. The Board of Supervisors of Russell County, Virginia, hereinafter referred to as "The Board," hereby issues to qualified firms and individuals, a Request for Qualifications (hereinafter referred to as "RFQ"). The Board proposes to award a contract for project management services to assist the Board with project management services for a substantial regional tourism project.

Statements of Qualification will be evaluated based on the following information:

1. Experience and qualifications of firms or individuals.
2. Offeror's past work experience with substantial regional tourism projects.
3. Relevant experience in providing similar services.
4. Capability to meet project management, administration, time schedules, and budget requirements.
5. Experience in providing project architectural and Engineering Services associated with project planning grants funded by DHCD and ARC, and other federal, state, and regional grant agencies.

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

Proposals are due no later than 3:00 p.m., Tuesday, May 10, 2022. Any proposals received after this deadline will be returned to the offeror unopened. The County reserves the right to reject any and all proposals.

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

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

**BY ORDER OF THE  
RUSSELL COUNTY**

# Page 1 - CSA Supplemental Allocation Request Form — FY22

Date Created: 4/7/2022

Date Printed: 4/7/2022

Locality(FIPS): Russell (167)

Base Rate: 0.1894

Contact Person: Pam Hendrickson-Wimmer (pamela.wimmer@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 FY22

		Local Match Rate	Actual FY22 Mandated Net Expenditure (*Excludes Pended Pool Report) (a)	Projected FY22 Additional Expenditure (b)	Total FY22 Actual+Projected Expenditure (a + b = c)	Local Share FY FY22 Actual+Projected Expenditure (c * local match rate = d)	State Share FY FY22 Actual+Projected Expenditure (c - d = e)
<b>1. CONGREGATE CARE / MANDATED RESIDENTIAL SERVICES</b>							
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	\$42,647.80	61000	\$103,647.80	\$24,533.43	\$79,114.37
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	\$39,605.30	39676	\$79,281.30	\$15,015.88	\$64,265.42
I	<b>CONGREGATE CARE / MANDATED RESIDENTIAL SERVICES SUBTOTAL (Sum of lines 1a+1b+1c+1e)</b>		\$82,253.10	\$100,676.00	\$182,929.10	\$39,549.31	\$143,379.79
<b>2. OTHER MANDATED SERVICES</b>							
2a.	Treatment Foster Care - IV-E	0.1894	\$343,197.81	206833	\$550,030.81	\$104,175.84	\$445,854.97
2a.1	Treatment Foster Care	0.1894	\$226,508.57	220850	\$447,358.57	\$84,729.71	\$362,628.86
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	\$96,932.53	41749	\$138,681.53	\$26,266.28	\$112,415.25
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	\$2,508.94	9000	\$11,508.94	\$1,089.90	\$10,419.04
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	\$28,289.70	26092	\$54,381.70	\$10,299.89	\$44,081.81
2i.	Psychiatric Hospitals/Crisis Stabilization Units	0.1894	\$0.00	0	\$0.00	\$0.00	\$0.00
II.	<b>OTHER MANDATED SERVICES SUBTOTAL (Sum of lines 2a+2a1+2a2+2b+2b1+2c+2d+2e+2e1+2e2+2f+2f1+2g+2i)</b>		\$697,437.55	\$504,524.00	\$1,201,961.55	\$226,561.62	\$975,399.93
III.	<b>GRAND TOTAL (Line I + Line II)</b>		\$779,690.65	\$605,200.00	\$1,384,890.65	\$266,110.93	\$1,118,779.72

Supplemental funds are needed due to increase in children entering foster care and children who have moved to a more expensive placement.

## Page 2 - CSA Supplemental Allocation Request Form — FY22

Date Created: 4/7/2022

Date Printed: 4/7/2022

Locality(FIPS): Russell (167)

Base Rate: 0.1894

Contact Person: Pam Hendrickson-Wimmer (pamela.wimmer@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 FY22

	Total	Local Share	State Share
A. <b>Current Total Pool Allocation:</b> Total dollar amount of pool funds allocated for FY22 which includes initial-allocation and any approved supplemental allocations/adjustments. This includes mandated and non-mandated pool funds available.	\$1,220,666.00	\$231,194.00	\$989,472.00
B. <b>Current Non-Mandated Protected Amount:</b> Total dollar amount of current non-mandated protected funds.			\$31,345.00
C. <b>Non-Mandated Costs :</b> Amount of Actual Non-Mandated expenditures. (RESIDENTIAL/CONGREGATE CARE)			\$0.00
C1. <b>Non-Mandated Costs:</b> Amount of Actual Non-Mandated expenditures. (COMMUNITY BASED)			\$0.00
D. <b>Unused Non-Mandated Protected Funds Available:</b> (Line B - Line C - Line C1)			\$31,345.00
E. <b>Mandated Funds Available:</b> This number represents the existing allocated funds available for the mandated population. (Line A - Line B + Line D)			\$989,472.00
F. <b>Net Projected Mandated Expenditure (without WRAP)(excluding pended reports)</b> (From Page 1, Line III)			\$1,118,779.72
L. <b>Supplemental Allocation Funds/Additional Mandated Funds requested for pool reports reimbursement (without WRAP) - all the three columns should be greater than \$50:</b> (Line F - Line E)	\$164,224.65	\$34,916.93	\$129,307.72
M. <b>Submitted Mandated Net Expenditure (without WRAP) (including pended reports):</b> 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.	\$779,690.65	\$149,453.07	\$630,237.58
N. <b>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:</b> (Line E + Line L - Line M)	\$605,200.00	\$116,657.86	\$488,542.14

#### 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.)

Russell County CPMT

FY 21-22 Budget

State Local Match Rate

REVENUE

Base Pool Amount	1,220,649.00	\$989,472.00	\$231,177.00	18.94%
Non-Mandated Monies	31,345.00			
Wrap Allocation	15,042.00	10,980.00	2,566.00	18.94%
Total Initial Allocation	1,235,691.00			
Projected Supplement	337,351.00			
<b>Total Projected Budget</b>	<b>1,573,042.00</b>			

ACTUAL MONTHLY EXPENSES

PROJECTED EXPENSES	July	August	September	October	November	December	January	February	March	April	May	June	June cont.	June cont.	YTD	YTD Balance
Residential/Group Home	300,000.00	0.00	15,499.65	16,738.35	9,197.50	7,032.35	13,748.26	6,989.00	2,949.05	10,831.00	19,716.55				102,701.71	197,298.29
Therapeutic Foster Care	600,000.00	0.00	68,281.32	67,269.00	63,592.77	69,566.97	79,447.20	76,198.97	87,219.25	62,960.00	104,605.03				679,140.51	-79,140.51
Specialized Foster Care	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	5,000.00
Family Foster Care Non IV-E	20,000.00	0.00	1,999.13	1,895.00	2,189.00	3,175.59	3,063.00	3,505.04	3,313.78	3,815.00	3,687.00				26,642.54	-6,642.54
Independent Living Stip/Prog	300,000.00	0.00	8,189.69	7,108.29	9,011.43	8,189.69	7,443.40	8,189.69	7,108.29	6,491.52	7,108.29				68,840.29	231,159.71
Fostering Futures (payment to youth)	10,000.00	0.00	1,470.00	1,470.00	1,470.00	1,470.00	735.00	1,256.62	3,209.50	1,575.00	1,470.00				14,126.12	-4,126.12
Child Mentoring	5,000.00	0.00	0.00	0.00	400.00	400.00	400.00	400.00	0.00	0.00	0.00				1,600.00	3,400.00
Child Counseling	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	500.00
Parent Aides	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	3,000.00
Psychosexual Assess/Counseling	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	10,000.00
Gas Voucher/Travel	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	3,000.00
Psychological Evaluations	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	2,000.00
Parenting/Counseling/Assessments	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	1,000.00
Drug Screens/Kits	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	1,000.00
Day Treatments	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	500.00
Day Care	2,000.00	0.00	0.00	0.00	0.00	1,165.00	572.00	468.00	416.00	0.00	598.00				3,219.00	-1,219.00
Clothing	5,000.00	403.96	0.00	494.80	398.07	110.43	804.00	297.68	257.97	664.24					3,431.15	1,568.85
Birth Certificates	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	500.00
Baby Supplies	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	500.00
School/Preschool Exp.	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	500.00
Extra Curricular Exp.	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	500.00
Prescriptions/Meds/Dr. Appts	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	266.80	0.00	0.00				266.80	233.20
Case Management/Non-Med	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	500.00
Behavioral Specialist	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	500.00
Housing Assistance	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	500.00
Private Day School/Aide	200,000.00	0.00	0.00	4,166.70	4,605.30	4,386.00	5,043.90	3,070.20	4,386.00	2,631.60	0.00				28,289.70	171,710.30
Functional Family Therapy/MST	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	15,000.00
Virtual Residential Program	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	70,000.00
Miscellaneous	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	1,000.00
WRAP Services	15,042.00	0.00	0.00	50.00	510.00	720.00	400.00	510.00	760.00	1,355.50	390.00				4,695.50	10,346.50
<b>TOTAL</b>	<b>1,573,042.00</b>	<b>403.96</b>	<b>95,439.79</b>	<b>99,192.14</b>	<b>91,374.07</b>	<b>96,216.03</b>	<b>111,656.76</b>	<b>100,587.52</b>	<b>109,926.35</b>	<b>89,917.59</b>	<b>138,239.11</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>932,953.32</b>	<b>640,088.68</b>

State(81.06%) Local (18.94%) Total  
 989,472.00 231,177.00 1,220,649.00 (WRAP NOT INCLUDED)

Initial Allocation**	989,472.00	231,177.00	1,220,649.00
Actual Supplement-1			
Actual Supplement-2			
Actual Supplement-3			
Total Allocation	989,472.00	231,177.00	1,220,649.00
Total Expenditures	756,251.96	176,701.36	932,953.32
Actual Remaining Budget	233,220.04	54,475.64	287,695.68

\*\*does not reflect monthly reimbursements or cancellations



**Board of Supervisors**  
**340 South Sixth Street – Administration Building**  
**Wytheville, VA 24382-2598**  
**Telephone (276) 223-4500**  
**FAX (276) 223-4515**

Brian W. Vaught, Chair  
Ryan M. Lawson, Vice Chair

Rolland R. Cook  
James D. Smith  
Jesse R. Burnett  
B. G. Horney, Jr.  
Stacy A. Terry

April 13, 2022

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

Mr. Lester:

Virginia Code Section § 58.1-4107.1 established in 2020 a Regional Improvement Commission to receive and disburse the Bristol Hard Rock Casino gaming tax proceeds to Bristol Transportation District counties. This commission has not formed, met, set by-laws or made policy.

The casino intends to open its temporary facility July 8, and this Commission should be ready to receive and provide accountability for the tax proceeds and to direct the required public investments. The General Assembly provided no more guidance than that in the attached Code, leaving our political subdivisions to take the next action in a very short timeframe.

We have seen the casino's gaming tax proceeds estimates, but we do not know the real impact and we are unlikely to see those proceeds until Fiscal Year 2024. However, we should not wait any longer to form the commission.

Each county and city governing body in the district may appoint one member. I ask that you appoint your member in time to meet at a central location May 19, 2022. Last night, Wythe County appointed Matt Hankins, our assistant county administrator, as its commissioner. The Board of Supervisors selected Mr. Hankins because of his administrative experience and experience with regional boards. I ask you to encourage your board to appoint administrative staff, as well.

I offer our staff time to help facilitate the meeting agenda and location. Please email Mr. Hankins at [mchankins@wytheco.org](mailto:mchankins@wytheco.org) with the name and contact information of your board's appointment so he can send the meeting invitation.

Sincerely,

Stephen D. Bear  
Wythe County Administrator

**§ 58.1-4107.1. Regional Improvement Commission.**

There is hereby established the Regional Improvement Commission (the Commission). The membership of the Commission shall consist of one member appointed by the local governing body of each jurisdiction composing the transportation district created pursuant to the Transportation District Act of 1964 (§ [33.2-1900](#) et seq.) that includes the eligible host city described in subdivision A 3 of § [58.1-4107](#). Each member shall be appointed to serve a two-year term. Notwithstanding the provisions of subdivision B 1 of § [58.1-4125](#), for a casino gaming establishment located in the eligible host city described in subdivision A 3 of § [58.1-4107](#), such transfer, otherwise returned to the city where it was collected, shall instead be made to the Commission. The purpose of the Commission shall be to (i) receive disbursements made to it; (ii) establish funding priorities for member localities related to improvements in the areas of education, transportation, and public safety; and (iii) make annual payments divided equally among the jurisdictions to fund the established priorities as determined by the Commission.

2020, cc. [1197](#), [1248](#).

**From:** [Jim Lyttle](#)  
**To:** [Jennifer Chumbley](#); [Jennifer Chumbley](#); [Jennifer Chumbley](#); [Jennifer Chumbley](#); [Lonzo Lester](#); [Lou Ann Wallace](#); [Lou Ann Wallace](#); [Tim Lovelace](#); [Tim Lovelace](#)  
**Cc:** [Alice Meade](#); [Alice Meade](#); [Carl Rhea](#); [Danny Altizer](#); [David Eaton](#); [Jeffery Hess](#); [Kim Short](#); [Maddie Gordon](#); [Michelle Workman](#); [Oris Christian](#); [Rebecca Dye](#); [Shane Farmer](#); [Russellcountyvachamber](#); [Steve Breeding](#); [Steve Breeding](#)  
**Subject:** Resignation  
**Date:** Tuesday, April 19, 2022 1:20:00 PM

---

Greetings,

After over a decade on the Tourism Board (now the Russell County TAC) I tender my resignation effective May 1 as the representative from District 1. It has been an honor to have held this position and served to the best of my ability the Tourism efforts in Russell County.

My resignation is tendered at this time to ensure no appearance of involvement in any decisions made by the County Administration concerning tourism. I have enjoyed my involvement in promoting tourism in Russell County. I certainly wish my best to the county as well as the TAC in moving forward in featuring the county. If I can assist in any fashion please let me know.

Sincerely,

Jim Lyttle

## **Russell County Schools Graduation Schedule**

### **Academic Calendar for Russell County Public Schools**

#### **Thursday, May 5**

6:30pm

School Board Meeting

#### **Thursday, May 19**

6:00pm

RCCTC Graduation

#### **Sunday, May 22**

1:00pm

Graduation- HHS

4:00pm

Graduation - LHS

7:00pm

Graduation - CHS

#### **Monday, May 23**

6:00pm

RCCTC's Nursing Graduation

#### **Wednesday, May 25**

Last Day of School-End 6th six weeks-Early dismissal at 11:00

#### **Monday, May 30**

Memorial Day - No school



*Office of the President*

March 31, 2022

Mr. Lonzo Lester  
137 Highland Drive  
Lebanon, VA 24266

RE: SWCC Graduation Ceremony, 2022

Dear Mr. Lester,

The Local College Advisory Board of Southwest Virginia Community College and I cordially invite you to our 2022 Graduation Ceremony.

We are excited to announce that we will return to an in-person ceremony this year, after two years of virtual ceremonies due to the COVID-19 pandemic. This wonderful event will be held on **Friday, May 13, 2022**. The ceremony will begin at **6:00pm** in the King Community Center gymnasium, with overflow seating available in the auditorium where the ceremony will be live streamed.

Please consider coming early and stopping by Dellinger Hall for heavy hors d'oeuvres beginning at **4:30pm** in the Ratliff Commons.

If you would, please **RSVP** to the Dean of Student Success office no later than **Friday, April 29**. Please contact Shelly Musick at 276.964.7675 or via email at [shelly.musick@sw.edu](mailto:shelly.musick@sw.edu) with the number in your party who will be joining you. Once you RSVP, we will reserve special seating and parking for you and your guests.

If you need any accessibility accommodations, please just let us know when you RSVP.

Additionally, our Alumni Association will be hosting an Alumni After-Party in Dellinger Hall following the ceremony. Music, food and fellowship will be the focus of that event, so we hope you will join us in celebration as we close out this year's commencement events.

Thank you for your continued support of Southwest Virginia Community College.

Sincerely,

A handwritten signature in black ink that reads "Tommy Wright".

Dr. Tommy Wright  
President

IT'S TIME TO COME  
**TOGETHER**



**TUESDAY, MAY 17, 2022**

Reception 5:30pm | Program 6:00-8:00pm

Cash Bar Available | Business Attire

**THE GRAND  
BALLROOM**

Southwest Virginia Higher  
Education Center  
Abingdon, VA

**TICKET  
PRICING**

\$35 Individual | \$250  
Reserved Table for 8

To RSVP, contact us by  
May 1, 2022 at 276.525.4101 or  
[registration@unitedwayswva.org](mailto:registration@unitedwayswva.org)

United Way of  
Southwest Virginia





## TOWN OF LEBANON 2022 ACTIVITIES, EVENTS AND CONCERTS

Dear Town of Lebanon Resident and/or Business:

With the conclusion of our wonderful and memorable Cedar Fest 2021 as well as our other Annual Events, we want to extend a huge thank you to everyone for their involvement and support of each of our events. Since this past year was such a success, we are looking forward to continuing to sponsor many of the same events and activities for the Town.

Enclosed you will find a brochure that outlines the events, activities, and concerts that will be held this year. We are very appreciative for all the support from our citizens, businesses, community organizations, and our sponsors who have signed up again this year to provide these activities to our community. These activities provide an opportunity for family activities and community fellowship.

Please check our webpage ([www.lebanonva.net](http://www.lebanonva.net)) or follow us on social media for up to date information and schedules for each of the activities.

---

Nelson A. "Tony" Dodi, Mayor

DeAnna C. Jackson, Vice-Mayor

A. Doyle Fields, Council Member

Scott J. Gilmer, Council Member

Mary J. Stanley, Council Member

M. Elijah Leonard, Council Member

W. Bradley Lambert, Council Member

# Music Events

Food trucks will be available at all events.



FREE EVENTS  
MAIN STREET STAGE

## BLUEGRASS: JUNE 10, 4-10 PM

Our 3rd Annual Cedar Fest continues on Friday, June 10 with a lineup of Bluegrass music, ending the night with award winning bluegrass band, **Blue Highway**.



SIMPLY US BAND



MOUNTAIN HEART BAND



IF BIRDS COULD FLY



BLUE HIGHWAY

## Sam Whited Gospel Music Festival

**Saturday, June 4**  
Russell County Government Center

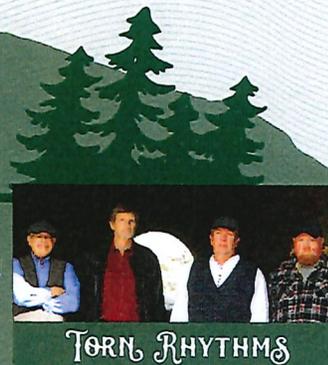
The 1st Annual Sam Whited Gospel Music Festival will be sharing the message of Good News through a day filled with a line-up of amazing traditional gospel music.



## COUNTRY:

JUNE 11, 4-10 PM

On Saturday we have secured a line-up of country music bands, topping off the festival with up and coming Country Music band **Parmalee**.



TORN RHYTHMS



CARSON PETERS



CRAWFORD & POWER



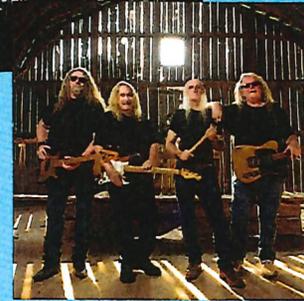
PARMALEE

## Independence Day Celebration

**Monday, July 4th**

Tommy Bryant Stadium on Harry Stuart Field

Our Independence Day Celebration is live music, and we're kicking up our star-spangled heels with the **29th Division Army National Guard Military Rock Band**; We'll be punctuating the evening with local favorite **Steel Cookin** and the Grammy award-winning **Kentucky Headhunters**.



## Big Rig Showdown

**July 29 & 30**

Russell County Government Center

Join us for the **2nd Annual Big Rig Showdown!**

There will be approximately 80+ trucks on site with various food & truck vendors.

## Beach Party

**Saturday, August 13, 7 PM**

Lebanon Town Park

The beach is coming to you, and you're **SHORE** to have a great time with sand, sunshine and loads of entertainment! Admission to the pool is **FREE** and the splash pad will be open. Don't miss the fun of Lebanon's best, end-of-summer **Beach Party w/The Tams!**



# Welcome!

The Town of Lebanon is excited to offer an exciting line-up of events throughout the year 2022.

We hope you will join us this year for our events. Many of the activities will be **FREE** of charge and include concerts, the **Main Street Yard Sale** and the much anticipated **Beach Party**.

This year **Cedar Fest**, will be a weekend long music festival that is sure to offer something for everyone. Lebanon is located in the beautiful and peaceful valley of the Clinch Mountains in the Heart of Southwest Virginia. Each event showcases this rich beauty along with the history and heritage of the town.

We hope you join us and are part of the excitement and love for the Town of Lebanon as we continue "Progressing for Tomorrow."

## Mayor & Lebanon Town Council

**The Mayor and the Town Council would like to extend a huge thank you to our many corporate sponsors for these events!**

*There will be food trucks at all of the events.*

*The following is a list of the current events, dates and times are subject to change, please follow our social media platforms to stay informed.*

 @TownOfLebanonVA  
 @TownOfLebanonVirginia



## Lebanon Gives Back

Most events are **FREE**, but donations of non-perishable food items will be accepted at concert entrances to support our local food banks.



Cover photo courtesy of Preston Ball.

# Community



**Town-Wide Yard Sale**  
Saturday, May 14, 8 AM-3 PM - Middle School Lawn



**Community Thanksgiving**  
Thursday, November 24  
NOON

Lebanon High School  
You're warmly invited to a free Thanksgiving Dinner with all the trimmings. Volunteers welcome.



**Annual Old Fashion Christmas & Parade**  
Monday, December 5  
5-9 PM

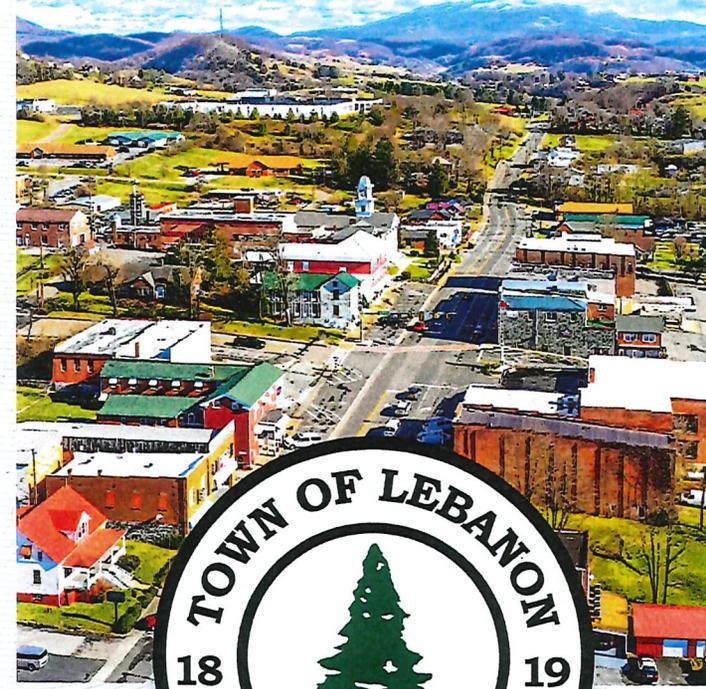
Usher in the holiday season with a festive parade, tree-lighting, and, of course, a visit from the big man himself, Santa! It's the most wonderful time of the year!



**Christmas Bike Night**  
Saturday, December 10  
5:30-9 PM  
Lebanon Town Park

Grab your tackiest Christmas sweater, decorate your bicycles with as much stuff as you can (the more the merrier!) and join the ride!

# 2022 EVENTS



For more info, visit:  
[www.lebanonva.net](http://www.lebanonva.net)

VIRGINIA IS FOR LOVERS



## COMMONWEALTH of VIRGINIA

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

Stephen C. Brich, P. E.  
COMMISSIONER

April 6, 2022

Dear Local Official:

The Commonwealth Transportation Board (CTB) will conduct a public meeting in our area to give citizens the opportunity to provide comments on projects and programs to be included in the Fiscal Year 2023-2028 Six-Year Improvement Program (FY2023-2028 SYIP), including highway, rail and public transportation initiatives. These projects and programs represent important improvements to address safety, congestion and preservation of Virginia's transportation network.

The public meeting for citizens in our region will start at **4:00 p.m. on May 11, 2022 at Southwest Virginia Higher Education Center in Abingdon**. Formal public comment on projects proposed to be included in the draft will be accepted at the meeting. Written comments may also be submitted during the meeting, or they may be mailed or e-mailed afterwards and will be accepted until May 23, 2022.

I encourage you to attend the public meeting in our region. If you cannot attend the meeting, you may send your comments to Infrastructure Investment Director at 1401 E. Broad Street, Richmond, VA 23219 or e-mail them to [Six-YearProgram@vdot.virginia.gov](mailto:Six-YearProgram@vdot.virginia.gov). For transit and public transportation, you may send your comments [DRPTPR@drpt.virginia.gov](mailto:DRPTPR@drpt.virginia.gov), Public Information Office, Virginia Department of Rail and Public Transportation 600 East Main Street, Suite 2102, Richmond VA, 23219. Comments on the Draft SYIP and candidate projects will be accepted until May 23, 2022. For more information, please visit <http://www.ctb.virginia.gov/planning/springmeetings2022/default.asp>.

I truly appreciate your participation in this process. If you have any questions prior to the meeting, please contact Tina Neal at [tina.neal@vdot.virginia.gov](mailto:tina.neal@vdot.virginia.gov) or (276) 696-3284.

Sincerely,

A handwritten signature in black ink, appearing to read "Tabitha H. Crowder".

Tabitha H. Crowder, P.E.  
Bristol District Engineer



# Public Hearings

## Funding the Right Transportation Projects

You are invited to share comments on transportation projects that have been recommended for funding in the FY2023-2028 Six-Year Improvement Program (SYIP). Additionally, pursuant to §33.2-202, comments will be accepted for new projects valued in excess of \$25 million. The Commonwealth Transportation Board will take your comments into consideration as it develops the FY2023-2028 Six-Year Improvement Program. The program allocates public funds to highway, road, bridge, rail, bicycle, pedestrian and public transportation projects. All federally eligible projects in the SYIP will be included in the Statewide Transportation Improvement Program to document how Virginia will obligate its federal funds.

Meeting materials will be available at <http://www.ctb.virginia.gov/planning/springmeetings/default.asp> before April 25, 2022.

**Public meetings begin at 4:00 p.m. in each of the locations except as noted below:**  
*A formal comment period will be held at these meetings.*

<b>Monday, April 25, 2022</b> Fredericksburg – James Monroe High School 2300 Washington Avenue Fredericksburg, Virginia 22401	<b>Tuesday, April 26, 2022</b> Culpeper - Culpeper District Auditorium 1601 Orange Road Culpeper, VA. 22701	<b>Thursday, April 28 2022</b> Richmond - Richmond District Auditorium, 2430 Pine Forest Drive, Colonial Heights, VA 23834
<b>Monday, May 2, 2022</b> Staunton - Blue Ridge Community College, Plecker Center, 1 College Lane, Weyers Cave, VA 24486	<b>Tuesday, May 3, 2022</b> Lynchburg – Virginian Hotel, 712 Church Street, Lynchburg, VA 24504	<b>Wednesday, May 4, 2022</b> Northern Virginia - Northern Virginia District Office Potomac Conference Room 4975 Alliance Drive Fairfax, VA 22030  *meeting begins at 5:30 p.m.
<b>Monday, May 9, 2022</b> Hampton Roads - Hampton Roads District Auditorium, 7511 Burbage Drive, Suffolk 23435	<b>Wednesday, May 11, 2022</b> Bristol - Southwest Virginia Higher Education Center One Partnership Circle Abingdon, VA 24210	<b>Thursday, May 12, 2022</b> Salem - Holiday Inn Valley View 3315 Ordway Drive NW Roanoke, VA 24017

You can also submit your comments by email or mail by May 23, 2022.

For roads and highways: [Six-YearProgram@VDOT.Virginia.gov](mailto:Six-YearProgram@VDOT.Virginia.gov), or Infrastructure Investment Director, Virginia Department of Transportation 1401 East Broad St., Richmond, VA 23219.

For rail and public transportation: [DRPTPR@drpt.virginia.gov](mailto:DRPTPR@drpt.virginia.gov), Public Information Office, Virginia Department of Rail and Public Transportation 600 East Main Street, Suite 2102, Richmond VA, 23219.

*The Commonwealth is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964. If you need further information on these policies or special assistance for persons with disabilities or limited English proficiency, please contact the Virginia Department of Transportation’s Title VI Compliance Officer at 804-786-2730 or the Virginia Department of Rail and Public Transportation’s Title VI Compliance Officer at 804-786-4440 (TTY users call 711).*

## MONTHLY BANK BALANCES

March 1, 2022

Regular Account	3,126,110.53
Employee Insurance	3,685,269.93
Employee Claims Account	1,000.00
Non-Judicial Reals Estate Sales	13,311.66
Russell Co. Housing Fund	4,424.36
School Textbook	18,546.50
Sheriff Domestic Violence	1,183.35
Petty Cash Treasurer	558.15
Sheriff Seized Assets	58,023.88
Sheriff Restitution	9,551.56
Sheriff Forfeited Assets	406.26
Comm Attorney Forfeited Assets	32,145.24
Sheriff Federal Forfeited Assets	7,527.71
Comm Attorney Fed Justice Forfeited Assets	94,192.64
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	7,920.31
Sheriff Special Projucts	53,389.78
SSI Recipients	1,416.28
First Sentinel Bank	0.00
Bank of Honaker	1,000.00
New Peoples Bank	1,000.00
Certificates of Deposit General	49,575.00
Treasurer's Money Market	2,702,347.92
Certificate of Deposit Library Donations	24,788.80
Certificate Of Deposit Employee Insurance	2,000,000.00
<b>Total Cash In Bank</b>	<b>11,894,189.86</b>
<b>Cash In Office</b>	<b>1,600.00</b>
<b>Petty Cash</b>	<b>100.00</b>
<b>TOTAL CASH</b>	<b>11,895,889.86</b>

ACCOUNT	DATE	March 1, 2022
	DEBIT	CREDIT
Cash in Office	1,600.00	
Cash in Bank	11,894,189.86	
Petty Cash	100.00	
General Fund		2,865,514.23
Non-Judicial Real Estate Sales		13,311.66
Sheriff In State Trip		31,814.87
Sheriff Dare Fund		100.00
Sheriff Seized Assets		58,023.88
Sheriff Restitution		9,551.56
Sheriff Forfeited Assets		406.26
Comm Attorney Forfeited Assets		32,145.24
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		7,527.71
Sheriff Domestic Violence		1,183.35
Comm Attorney Abandoned Prop		500.00
Comm Attorney Fed Justice		94,192.64
Sheriff Fed Justice Forfeited		7,920.31
Sheriff's Special Projects		53,389.78
Social Services		(371,817.39)
Swva Asap		20,976.07
Coal Road Improvement		668,913.77
CSA		(449,658.52)
School Fund		(699,516.31)
School Food		1,326,615.44
School Textbook		18,546.50
Regional Adult Education		262,826.71
Petty Cash Treasurer		558.15
COVID 19		2,068.07
Litter Fund Trash Pickup		(26,096.09)
American Rescue Act		2,038,790.09
Current Credit		(0.79)
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		1,416.28
Damage Stamp Fund		2,823.98
Valley Heights		84,264.62
Dante Sewer		53,706.00
Employee Health Insurance		3,685,269.93
Employee Insurance COD		2,000,000.00
Employee Insurance Claims		1,000.00
Law Library		60,254.00
Special Welfare		47,871.48
Housing Fund #2		7,700.00
Russell Co Health & Fitness		132,865.92
Cannery		(199,665.01)
WIB		10,051.75
<b>Total</b>	<b>11,895,889.86</b>	<b>11,895,889.86</b>

## MINUTES OF THE MONTHLY BOARD OF DIRECTORS' MEETING

**MINUTES OF THE MONTHLY MEETING OF DIRECTORS** of The Russell County Public Service Authority held at 137 Highland Drive Lebanon, VA 24266 on this 19<sup>th</sup> day of April 2022 at 6:00 PM.

1. The following members were present, constituting a quorum (4):  
Cuba Porter, Chairman;  
Donnie Christian, Vice Chairman; (Arrived at 6:05 PM)  
David Edmonds, Jr., Treasurer;  
Clifford Hess;  
Joe Huff;  
Stephen Perkins;  
Thomas Tignor; and  
Rhonda Lester, Secretary.
2. Also present:  
James Baker, T&L;  
Rita Baker, T&L;  
Katie Patton, Legal Counsel;  
Bud Phillips, Legal Counsel; and  
Janice Musick
3. All the above directors of The Russell County Public Service Authority being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.
4. Cuba Porter acted as Chairperson of the meeting and Rhonda Lester as Secretary of the meeting.
5. Cuba Porter opened the meeting with the Pledge of Allegiance followed by a prayer led by Stephen Perkins.
6. Motion to approve the agenda as read made by Clifford Hess, seconded by Joe Huff, and unanimously adopted.
7. Minutes of the meeting dated March 15, 2022 were reviewed and, motion to approve as read made by David Edmonds, Jr., seconded by Joe Huff and unanimously adopted.
8. Public Comments -  
  
Janice Musick from the Sandy Ridge section of Russell County (Route 621) addressed the Board to provide 14 user agreements and LMI forms that she obtained from residents in her area since last board meeting. The Board advised that the PSA would continue the process of reviewing for a potential project in this area.
9. Rhonda Lester presented to the meeting:

- Bank Activity and Account Balances Reports
- Profit and Loss Reports
- Outstanding Construction Receivables Report

Motion to adopt financial reports as presented made by Clifford Hess, seconded by David Edmonds, Jr., and unanimously adopted.

10. Rhonda Lester presented to the meeting:

- Water Loss Reports

11. Rita Baker with Thompson & Litton presented to the meeting project updates from March 15, 2022 to date. (attached)

12. Cuba Porter, Chairman presented to the meeting the Directors Report provided by Tracy Puckett, Interim Director with updates from March 15, 2022 to date. (attached)

13. Motion to go into executive session pursuant to VA code 2.2-3711 (A) (1) (7) and (8) consultation with legal counsel regarding litigation matters made by Donnie Christian seconded by Clifford Hess, and unanimously adopted.

Motion made by Donnie Christian seconded by Clifford Hess, and duly approved by the Board of Directors to return to regular session.

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

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

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

A roll call vote was taken.

Cuba Porter: Yes

Donnie Christian: Yes

David Edmonds, Jr.: Yes

Clifford Hess: Yes

Joe Huff: Yes

Stephen Perkins: Yes

Thomas Tignor: Yes

Yes: 7

No: 0

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

14. Old Business to Discuss:

- a) Motion to approve contract for Tracy Puckett as Director of Russell County PSA effective April 17, 2022 for a period of 12 months made by Donnie Christian, seconded by Joe Huff, and unanimously adopted.
- b) Cuba Porter advised the Board that an email had been received by Crossroads regarding the CWSA Dante Sewer Project. He also advised that Tracy Puckett and Steve Breeding would be reviewing the contents of the email and a report to the Board would be made at next month's meeting regarding the findings.
- c) Cuba Porter reported to the Board that the RCBOS passed a motion to revise RCPSA Bylaws to read that Board Members would receive \$200.00 compensation per month.

15. New Business to Discuss:

- a) Motion to approve Revising Holiday Paid Time Off for Employees to include: New Year's Day; Martin Luther King, Jr. Day; George Washington Day; Good Friday; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Election Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; and Christmas Day made by Clifford Hess, seconded by David Edmonds, Jr., and unanimously adopted.

16. Matters presented by the Board:

- a) Motion to approve Engineering Contract for the Dante Sewer Project made by Donnie Christian, seconded by Joe Huff, and unanimously adopted.
- b) Joe Huff suggested to the Board that an employee appreciation picnic be planned for some time in the near future.

17. There being no further business to come before the meeting, a motion to adjourn at 8:27 PM was made by Donnie Christian seconded by Joe Huff and adopted.

The next meeting is scheduled for May 17, 2022 at 6:00 PM.

Dated in the Commonwealth of Virginia on  
the 19<sup>th</sup> day of April 2022.

  
\_\_\_\_\_  
(Signature)

Secretary Name: Rhonda Lester

## RCPSA PROJECT UPDATES

April 19, 2022

### GLADE HOLLOW/GLADE HILL WATER PROJECT

This project consists of replacing approximately 1.5 miles of old 2-inch galvanized line with 8-inch and 6-inch lines and adding fire protection to approximately 20 homes along with an additional area of Russell County that has approximately 20 homes of new service. VDH's offer was in the amount of \$523,000 grant and \$418,700 loan, Coalfield Water Development Fund approved \$75,000, and SW VA W/WW awarded \$120,000. Previously installed was 7,489 L.F. of 8-inch, 7,286 L.F. of 6-inch, 943 L.F. of 4-inch, 95 L.F. of 2-inch, 180 L. F. of 1-inch water line, 50 L.F. of road crossing, two eight-inch gate valve, seven 6-inch gate valves, three fire hydrants, one ARV, 41 ¾" service meters, 240 L.F of ¾-inch service line, two sampling stations, and a 6-inch meter & vault set and tied into the Town of Lebanon. Paving was done along River Mountain Road. *Waiting on VDH to make final inspection. Then, this project can be closed.*

### NASH'S FORD/CLINCH MOUNTAIN ROAD

This project will be providing water service to approximately 58 customers. Offer letter has been received from VDH with 20% grant and 80% loan. Request letter asking for additional grant funds was submitted to VDH on 9/17/2021. Received Offer Letter from VDH for 70% grant and 30% Loan for this project. RCPSA & RCBOS approved acceptance of this offer from VDH. *Design is underway.*

### BELFAST PHASE II WATER LINE PROJECT

VDH has approved the Change Order and plan sheets. Materials have been received for this extension. Equipment was moved to the jobsite with construction starting on this project on 2/17/2022. Previously installed was 1,665 L.F. of 6-inch water line. *This reporting period 3,168 L.F. of 6-inch water line and 1 fire hydrant was installed. Paved driveway and road crossing. Seeded, strawed, and cleanup of project area.*

### BELFAST PHASE III WATER LINE PROJECT

This project will consist of approximately 13,000 L.F. of 6-inch, 650 L.F. of 4-inch, 1,000 L.F. of 1-inch and 6,000 L.F. ¾-inch water line for approximately 47 residents in the Belfast Community. This Project has been awarded \$100,000 from CWDF and \$59,950 from SW VA W/WW Funds. \$640,000 has been approved by DHCD. A CWDF application for an additional \$100,000 has been approved. A Contract Negotiation meeting was held on 7/19/2021 with DHCD. Plans & specifications have been approved by VDH.

### CHIGGERSVILLE WATER LINE REPLACEMENT PROJECT

This project will consist of replacement of approximately 900 L.F. of 4-inch water line and 11 reconnects in the Chiggersville/Elam Road Community. This Project was awarded \$45,200.00 from the SW VA W/WW funds. Plans are complete. VDH will not require review/approval. Materials have been received. Crew should get started within week or so. RCPSA and James Baker met w/VDOT on road crossing on Mew Road and line on Elam.

### **DANTE SEWER PROJECT**

A DHCD Application in the amount of \$2,500,000 was submitted on April 8, 2021 for funding of this Project. Received \$150,000 from SWVA W/WW for this project. The County has agreed to fund the remaining \$150,000. A Contract Negotiations meeting was held with DHCD on 2/16/2022. *A Management Session meeting w/DHCD is scheduled for May 12, 2022 @10:00.*

### **CASTLEWOOD WATER LINE REPLACEMENT PROJECT – STRAIGHT HOLLOW**

VDH through their 2021 American Rescue Plan Act (ARPA) awarded this project \$1,490,000.

### **TAZEWELL COLLEGE JOB**

Previously installed tee and 6-inch valve, 4-inch master meter, two 6-inch valves and two 2-inch valves and 700 feet of 6-inch water line and did pressure testing. Water line is complete. Preparing proposal for installation of sewer line.

### **ELK GARDEN WATER LINE EXTENSION PROJECT – TILLER TRAILER PARK**

A DHCD application will be submitted for this project in December 2021. Currently working on LMI forms. First Public Hearing was held on 10/20/21. Second Public Hearing was held on November 1, 2021 with the RCBOS.

### **BELFAST PHASE IV - HOUSE AND BARN MOUNTAIN**

A Preliminary Engineering Conference was held on March 1, 2022 with VDH. *A VDH Application was completed and submitted on April 6, 2022. Should receive offer letter from VDH by August 2022.*

### **Castlewood Meter Replacement (WSL-028-14)**

- Consists of approximately 1,939 service meters & leak detection meters and telemetry. Meters have been installed, but some are not working properly.
- This project is not part of the expired categorical exclusion. Work can continue on this project.
- Project was scheduled for completion in October 2016.
- A Meeting with Crossroads was held to discuss completion of this Project. Meeting w/Core & Main regarding meter issues on 10/14/19.
- Installed 8 Radio Read Master Meters in the Castlewood area.
- Final payment should be received within next couple of weeks and this project can be closed.

### **System Improvements - Phase I (WSL-027-17)**

- Consists of 900 feet of water line replacement along Memorial Drive, 1,700 feet raw water pipe for Sargent Springs WTP, will be placed above ground, 3 water pumps, and receptacles and transfer switches for generator connections at WTP.
- VDH needs to know status of plans & specs and timeframe for completion.
- Crossroads Engineering will advertise for bids for the remaining approximate 1,000 L.F. for along Memorial Drive. The 1,700 L.F. of raw water pipe for Sargent Springs WTP has been completed.

### **CASTLEWOOD AREA – POTENTIAL PROJECTS**

**Straight Hollow, Hummingbird Lane, Hill Top Dr., Wallace Hollow, Rocky Hollow, Timber Scent Rd. – Replacement of 15,300 L.F. of main line (various sizes) for approximately 110 customers with a proposed cost of \$2,692,500. A request for \$1,490,000 has been sent to VDH for funding for part of this project.**

**Rt. 63 Dante Rd./Bunchtown Rd. – Replacement of 6,000 L.F. of 8-inch main line for approximately 30 customers with a proposed cost of \$1,019,900.**

**Hospital Hollow, Back Street, and 2-inch service line off Bunchtown Rd. – Replacement of 1,750 L. F. of 4-inch main line for approximately 13 customers with a proposed cost of \$326,500.**

**Gravel Lick Road – PH I – Replacement of 15,200 L. F. of main line (various sizes) for approximately 100 customers with a proposed cost of \$2,865,000.**

**Gravel Lick Road – PH II – Replacement of 13,500 L.F. of 8-inch main line for approximately 28 customers with a proposed cost of \$1,949,100.**

**Banner Dr./Chiggersville (Griffith St., Dingus St., Powers St., 2-inch service lines, Lee Street/Longview Dr., Tates St., Radio Rd., Cedar St., N. Counts & E. Counts Dr.) – Replacement of 9,700 L.F. of main line (various sizes) for approximately 128 customers with a proposed cost of \$2,498,100.**

**Old Castlewood Area (Boyd Dr., Winchester St., Vinton St., Campbell St., Church St., Old Temple Dr., Porter St., Regan Dr., Valley Circle, Chafin, Farr St., Talbert St., Wohford Circle, Franks Dr., Beauchamp Dr., Quarry Rd./Roger Circle Rd., Quarry Rd/Whites St., Castlewood Quarry Office) – Replacement of 18,300 L.F of main line (various sizes) for approximately 155 customers with a proposed cost of \$3,457,500.**

**Honey Branch – Replacement of 1,850 L.F. of 4-inch main line for approximately 17 customers with a proposed cost of \$342,800.**

**Morefield Bottom – Replacement of 4,360 L.F. of main line (various sizes) for approximately 42 customers with a proposed cost of \$1,013,500.**

**Neece Street and Blackstone Lane – Replacement of 1,000 L.F. of 4-inch main line for approximately 16 customers with a proposed cost of \$310,000.**

**Rt. 732 - Crooked Branch – Replacement of 3,500 L.F. of 4-inch main line for approximately 17 customers with a proposed cost of \$416,800.**

### **RCPSA INTERCONNECTION PROJECTS**

**Back Valley – To allow pumping from South Clinchfield to Big A Mountain. Will require two pump stations.**

**Pump Stations along Route 19/58 – To allow water purchase from Washington County. Cuba Porter, Harvey Hart, and James Baker had meeting with WCSA on 11/9/2021 to discuss this project.**



**Russell County PSA  
Board of Directors Meeting  
Tuesday, April 19, 2022  
Directors Report**

**PSA Board Members,**

*Items listed below provide a brief description of work performed in all departments of the PSA.*

**Projects:**

- 1. We have received some project materials and have been able to make some slight progress with construction. Crews are currently working on installing vaults on Belfast Phase II Project and have transported any leftover materials to Belfast Phase III.*
- 2. Due to some site changes for the proposed structure, crews will be returning to Southwest Community College to make some alterations to existing watermain as well begin installing force main sewer line. This project is being done on a cost basis. So, any changes being made, the PSA will be compensated for the work performed.*
- 3. We are currently still awaiting a response from VDH on the Castlewood System Improvements Phase I (WSL-027-17), I had asked the engineers to look at requesting proposals for bidding the project out as well bidding materials and doing it through force account. The project was originally set up to be done through force account, however, there is a possibility there may be enough funds available to bid it out. We sent this request on March 21, 2022, and asked VDH for a Biddability Review on these options. As of today, I have not received an update from on this request.*

4. **House & Barn Mountain Project:** Engineers has submitted a funding request to VDH.
5. **Elam Street Project will begin soon.** Most of the materials have been acquired. Brad reported that there were a few items that were yet to be delivered but should be arriving any day. Plans were made to already begin some work on the project; however, maintenance has required much more time the last few weeks.
6. **Fire Hydrants:** All the Castlewood System Hydrants are in working order. Some were repairable however, some had to be replaced. On the Lebanon side (Eastern Russell Co.) maintenance crews are assessing non-working hydrants. Reports are showing, some will be repairable, and some will have to be replaced. We did receive a shipment of new hydrants. I will report to the board next month on the progress of these repairs. I have asked Tracy Grady to look specifically at the Hydrants at John Sutherlands, Foster Fuller's, and Laurel Branch to begin with.
7. **Sandy Ridge Project:** James Baker and I rode through this project. I am a little skeptical about the project in terms of cost per connection. I don't think that funding agencies will look favorably at this type project. However, it is my recommendation, that we try. With the boards blessing, I could approach Cumberland Plateau for a planning grant to do a PER. If we could get this done, we then could solicit offers from funding agencies to do the project. I think it is our responsibility to at least take these steps. While we are at the mercy of the Funding Agencies concerning an offer, we won't know what the possibilities are unless we submit an RFP (Request for Proposal).
8. **Town of Lebanon Water Rates:** James Baker, Cuba Porter, Steve Breeding and I met with the Town of Lebanon to discuss water rates. At the meeting, Steve and James stressed the PSA's concern about the new proposed rates and asked the Town if they understood the language written in the contract concerning the rates. The Town was able to justify some revisions, however, they agreed to revisit their proposal when asked about the depreciation figured into the calculation of the rate. We are currently waiting to hear back from the Town. Since I will be unable to attend the meeting, Cuba can further elaborate, if any member has additional questions.
9. **2022/2023 Budget:** I am nearing a completion on the Budget. I am currently waiting to hear back from Lonzo Lester about the County's portion of debt. I am in hopes to have this completed by the next meeting.
10. **Dante Sewer:** Brad is coordinating with Brain Stanley, Russel County Environmental Specialist about doing smoke testing in Bearwallow. It appears, there a several who are not yet on public sewer. Also, Brain

*Stanley stated with the lack of funds, that the homeowner in Chiggersville with the failing septic system would be responsible for pumping their septic tank. We are currently looking into the Castlewood Phase II Sewer Project as a long-term fix for these problematic areas. We can do the pump and haul for the homeowner, however, if the PSA offers this service to one without a fee, then we would have to make it a county wide option for all. We would not have time or staff to provide this service.*

### **Office/Clerical:**

- *As stated at the previous meeting, I am currently working with Rhonda to begin the transition from the old billing soft-ware to the new Muni-Link software.*
- *Rhonda continues to work on drawdowns for the construction projects as well as coordinate with regulatory agencies on monthly reports and Consumer Confidence Reports (CCR).*
- *Rhonda has worked to put a Budget vs Actual Report together so we can see the current financial status of the PSA. She has also provided me with pertinent documents to put together a budget.*
- *Rhonda has coordinated with her staff on ways to process and operate the office more efficiently.*

### **Water/Wastewater Plant Operations and Maintenance:**

- *General Maintenance continues to be performed on grinder pumps, lift stations, water pump stations and Water/Wastewater Plants.*
- *DEQ just conducted an inspection at the Dante Wastewater Treatment Plant. The inspection turned out to be satisfactory as the plant is exceeding regulatory criteria.*
- *Water Plants have been running with minimal interruptions. We are currently going into stan-by at these plants and have shut off the flow of Back Valley.*

### **Water Maintenance/Operations:**

- *The PSA crews continue to perform general maintenance to all systems: work orders, disconnects, reconnects, new installations, meter reading, hydrant flushing and hydrant repairs, etc...*
- *Lebanon side maintenance continues to deal with reception in radio read meters. We are currently trying to resolve these issues for more proficiency in collecting meter data.*
- **Asphalt/Stone Repair: In leak areas**

- Water Taps (new connections):
- Repaired Telemetry:
- Transducers replaced:
- Repaired Pumps:
- Sewer Taps/Flushing/Repairs:
- Leak Detection: Crews continue leak detection in all systems
- Valve/Valve Box Repairs:
- Line Setter Repairs/Replacement:
- Repaired/Replaced PRV's:
- Altitude Valve Repair/Adjustments:

**Water Line Repair:**

5 - 3/4" Service Lines: Castlewood/Dante

0 - 1" Service Line:

0 - 2" Water Main

1 - 4" Water Main: Rolling Hills

1 - 6" Water Main: Hwy 58

3 - 8" Water Main: Memorial Dr, Longview & Drill Mountain Pump Station

*We did encounter a leak on the Pressure Reducing Valve (PRV) supplying Washington County. Tracy Grady was able to adequately make those repairs without incurring a boil water notice to the RCPSA. However, with the drop in pressure, WCSA had to attend to a notice. I was contacted by Office of Drink Water (ODW) and provided the information requested by the health officials for WCSA to resume normal operations.*

**Total Leaks Repaired.....10**

**Tracy Puckett**



**RCPSA Interim Director**

# Russell County Planning Commission

March 21, 2022

The Russell County Planning Commission met on Monday, March 21, 2022 in the lobby of the Board of Supervisors' Meeting Room at the Russell County Government Center, 133 Highland Drive, Lebanon VA.

Members Present

Members Absent

Others Present

Oris Christian

~~Ernie McFaddin~~

Kevin Tiller

Mark Mitchell

John Mason

Philip Addington

Charlie Edmonds

Jack Compton

Keith Ray

ERNIE McFADDIN

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

Invocation and Pledge of Allegiance given.

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

Meeting minutes approved. Motion by Jack Compton, seconded by John Mason motion passed unanimously.

**New Business**

No new business

## Review of Plats

No plats were reviewed

## Other Business

Chairman verified that several plats had been signed since our last meeting and they will be reviewed at our next meeting.

The noise ordinance amendment that is currently being considered was discussed by the members

The members discussed the grant awarded by the Town of Lebanon for a new restaurant

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



---

Mark Mitchell, Chairman

Attest:



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Ernie McFaddin, Secretary

# RUSSELL COUNTY CONFERENCE CENTER

April 1, 2022

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

Date	Event	Event Type	Space
04/02/22	Sportsman Wildlife Dinner Fund Raiser Jess Ray	Community Event	Full \$135
04/04/22	Board of Supervisors Board Meeting Lonzo Lester	Community Event	Full \$0
04/05/22	WDB ESEM Project Event Pam Ratliff	Individual Event	Full \$185
04/07/22	Growing Friends and Flowers Bingo Yovanna Dye	Community Event	Full \$135
04/08/22	Southwest Virginia ATTEC Louann Morrow	Individual Event	Full \$135
04/09/22	Baby Shower Linda Breeding Canceled Due to Death In Family	Individual Event	Full \$0

Date	Event	Event Type	Space
04/10/22	Birthday Party Sheyenne Altizer	Individual Event	Full \$125
04/12/22	Second Chance Employer Information Session John Bebber	Individual Event	Full \$135
04/13/22	Russell County Schools Business Partnership Luncheon Scottie Fletcher	Individual Event	Full \$220
04/14/22	Lebanon Primary School Designer Purse Bingo Rebecca Sykes	Community Event	Full \$135
04/16/22	Baby Shower Dorothy Taylor	Individual Event	Full \$135
04/22/22	CVCA-FCS Designer Purse Bingo Jennifer Bourne	Community Event	Full \$135
04/23/22	Baby Shower Kayla Neece	Individual Event	Full \$125
04/24/22	Baby Shower Rita Bostic	Individual Event	Full \$125

Date	Event	Event Type	Space
04/25/22	Farmasi Training Event Noel Walker	Individual Event	Full \$135
04/29/22	Lebanon Middle School Spring Formal Valerie Rice	Community Event	Full \$265
04/30/22	Honaker High School Prom Tony Bush	Community Event	Full \$335

**(Total: \$2,595.00**

**- \$135.00**

**Final Total = \$ 2,460.00**

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT BONANZA RESTAURANT IN LEBANON VIRGINIA ON APRIL 12TH 2022. **NOTICE MEETING TIME HAS BEEN CHANGED TO 630 PM**

**MEMBERS & GUEST PRESENT**

EUGENE FERGUSON    LINDA CROSS        MIKE O'QUINN    GARY DOTSON  
CARL RHEA                BILL WATSON        BARBARA COX    HENRY STINSON  
HENRY KINCER-         JOHNNY JESSEE

**GUARD RAILS CONTRACTOR BEHIND IN BRISTOL AREA**

- 1-GUARD RAILS REPLACED AS DAMAGED
- 2-RT 58E JUST BEYOND QUARRY ROAD A SECTION OF GURAD RAIL DAMAGED FROM A FALLEN TREE
- 3-RT 80 DON STEVENS DR. GUARD RAIL DAMAGED BARTONS GARAGE SUBV.
- 4-RT 58/QUARRY RD IN CASTLEWOOD GUARD RAIL DAMAGED
- 5-RT- 58 CASTLEWOOD CROSS OVER AT THE PIZZA HUT DAMAGED
- 6-RT 58 CASTLEWOOD GUARD RAIL DAMAGE FROM A WRECK POST OFFICE CROSS OVER
- 7-RT 58E NEAR MILE MARKER 65.8 GUARD RAIL AND END DAMAGED
- 8-RT 19/58 INTERSECTION GUARD RAIL AND CRASH BARRELS DAMAGED
- 9- RT 19 SOUTH # 2 ON RAMP GUARD RAIL DAMAGED

**ALL GUARD RAILS HAVE BEEN REVIEWED AND TURNED IN**

**SHOULDER REPAIR AND POT HOLE**

- 1-RT. 635 MAPLE GAP ¼ MILE ON RIGHT SIDE OF ROAD BREAKING OFF AT THE DRAIN PIPE TWO DIFFERENT PLACES
- 2RT-58 WEST ACROSS FROM PIZZA HUT THE DITCH NEEDS TO BE PULLED AND THE PIPE CLEARED FOR A FASTER FLOW. THE WATER IS COMING UP IN THE ROADWAY DURING HEAVY RAIN THUS CAUSING A HAZARD CONDITION ESPECIALLY DURING FREEZING WEATHER. **PIPE TO BE CLEANED /VDOT**
- 3-RT 623 BOSTIC HOLLOW LARGE POT HOLE NEAR THE BRIDGE
- 4-Rt 615 BACK VALLEY DIP IN THE ROAD HAS BEEN PATCHED WILL FIX IN THE SPRING BEING EVALUATED FOR PERMANENT REPAIRS. SLIDE ABOVE THE ROAD GETTIN WORSE. **SCHEDULED TO BE PATCHED**
- 5-RT 737/1015 TODD HOLLOW STOP SIGN DOWN
- 6-RT 662 NEEDS RIP RAP ON LEFT SIDE AT THE ENTERANCE

7-RT 67 MAPLE GAP A CURVE NEEDS WARNING AND CHEVRON SIGNS PLUS TRUCK ENTERING SIGNS INSTALLED IN BOTH NORTH AND SOUTH BOUND LANES.

**TURNED IN TO BRISTOL**

8-RT 682 DEAD AND LIVE TREES HANGING OVER THE ROAD FIRST MILE FROM RT 609 AND BRUSH FROM FALLEN TREES LAYING ALONG THE ROADWAY NEAR THE TOP NEEDS TO BE REMOVED. REMOVAL PENDING NEW CONTRACTOR

9-RT 63 RUFF CONDITION IN NORTH LANE FIRST CURVE BEYOND THE CLINIC. WILL

**PUT ON SCHEDULE FOR REPAIR WARMER WEATHER**

10-Rt 646 JOHN SIMS HILL NEEDS HORSE RIDING SIGNS INSTALLED

11-RT 19 NORTH BETWEEN EXIT ONE AND TWO PIPE SUNK DOWN CAUSING RUFF ROAD. **MILL OUT IN SUMMER**

12-RT 609 HIGH POINT ROAD EXIT RAMP COMING OFF RT. 58E NEEDS TO BE EXTENDED. **REFER TO RESIDENCY OFFICE CRASH ANALYSIS**

13-RT 683 ROUGH ROAD BEGINNING ABOVE CEMETERY TO TOP OF HILL **WILL SCHEDULE FOR PATCHING**

14-RT 82 ½ MILE FROM LEBANON CORP. LIMIT ROUGH ROAD NEAR CLATTERBUCK. **WILL SCHEDULE FOR PATCHING**

15- RT 80 LINES NEED TO BE PAINTED NEAR CLECO AND THE MARKET

16-RT 683 NEEDS SPEED LIMIT SIGNS FROM CEMETERY TO RT. 58 BUZZARD ROOST. **REPORTED TO SIGN CREW**

17-RT 58 EAST/71 SOUTH INTERSECTION THE OFF RAMP FROM 58 NEEDS TO BE EXTENDED. **REFERRED TO RESIDENCY**

18-RT 640 MIDDLE VALLEY ROAD A LOT OF POT HOLES

19-RT 640 GLADE HOLLOW ROAD A LOT OF POT HOLES

20-RT 67 N/632 DYE TURN OFF ROCKSLIDE NEAR LYNN SPRINGS

21 THROUGHOUT THE COUNTY LINES NEED TO BE PAINTED ON THE ROADWAYS

-  
**SCHOOL BUS SAFETY AND OTHER CONCERNS**

**ITEMS REPORTED CORRECTED**

1-RT 71S GUARD RAIL FIXED NEAR LAKEVIEW CIRCLE

2-RT 678 UPPER COPPER CR. POT HOLES PATCHED NEAR HOUSES #2293/2331

3-RT 607 BUFALLOW NEAR HOUSE # 496 DRAINAGE HAS BEEN REPAIRED

4-RT 58 E NEAR MILE MARKER 71.4 POT HOLES PATCHED

5-RT 614 EAST CROSSROADS HAS BEEN PAVED

6-RT 67 N POT HOLES REPAIRED FROM ELEMENTARY SCHOOL TO GARDNER

**FUTURE SUGGESTED MAJOR SAFETY PROJECTS**

1-RT 627 DANTE SAWMILL HOLLOW CURVE NEEDS WIDENED AT THE UPPER END NEAR THE BALLFIELD and also the one lane road near the R.R tracks TO HANDLE ANTICIPATED HEAVY TRAFFIC TO A CAMP SITE. COUNTY WORKING WITH VDOT A RIGHT OF WAY PROBLEM. POSSIBLE SMART SCALE PROJECT BD. SUPRV. TO REQUEST

2-RT 19 NORTH AT THE WAL MART INTERSECTION SAFETY CAUTION AND WARNING DEVICES INSTALLED SUCH AS CONTINUOUS FLASHING LIGHT, RADAR SIGN, RUMBLE STRIPS AND EXTENDING A 45 MILE SPEED LIMIT TO TOP OF THE HILL. ALSO INSTALL CRASH BARRELS AROUND THE CONCRETE UTILITY POLE

3-Rt. 71S/ 604 Molls Creek INTERSECTION NEEDS BANK KEPT SCALED BACK FOR BETTER VISIBILITY

4-Rt. 80 FROM THE DOUBLES TO RT.19 NEEDS A PASSING LANE INSTALLED. SMART SCALE PROJECT

5-Rt. 645 New Garden Road water undercutting road one mile East of Nash's Ford Bridge GETTING WORSE /PER TONY. **WILL SCHEDULE FOR REPAIR.TEMPORARY FIXED**

6-Rt. 19 SOUTH EXIT ONE COAL TIPPLE HOLLOW RAMP NEEDS TO BE EXTENDED

7-ARTRIP RD. ½ MILE FROM CLEVELAND BRIDGE BANK NEEDS TO BE TAKEN OFF TO WIDEN ROADWAY. **WILL REVIEW WITH RESIDENCY**

**UNDER LINED AND BOLDED COMMENTS WERE REPORTED FROM HENRY KINCER**

8-RT 667 INTERSECTION NEEDS TO BE WIDENED HAVE HAD SEVERAL WRECKS

9-RT 80 NEEDS A FLASHING LIGHT SIGNAL JUST BEFORE SWORDS CREEK INTERSECTION 80/67

**COMMISSION MEMBER INFORMATION**

BARBARA COX	971 1502	JOHNNY JESSEE	889 1563
LINDA CROSS	794 7618	TIM LOVELACE	971 0367
GARY DOTSON	7 62 9803	TONY MAXFIELD	254 2492
EUGENE FERGUSON	210 8504	MIKE O'QUINN	701 7086
CARL RHEA	254 3810	HENRY STINSON	873 4905
HENRY KINCER	889 7601	BILL WATSON	794 1021

**NEXT MEETING WILL BE MAY 10TH 2022WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICAPTION**

# Library Board of Trustees Meeting



	Members Present		Members Absent
Bob Breimann	Yvonne Dye	Ann Monk	Susan Breeding
Karen Davis	Kim Fife	Sharon Sargent	Sharon Van Dyke
	Sherry Lyttle		

Vice-Chair Karen Davis called the meeting to order 15 March 2022 at 5:04 pm.

Sherry Lyttle moved and Kim Fife seconded a motion to add meeting room policy to the agenda; motion passed.

**Introductions:**

**Presentations:**

**Minutes:** Yvonne Dye moved and Bob Breimann seconded a motion to approve **February** minutes as distributed; motion passed.

**Communications:**

**Financial:** Sherry made and Ann Monk seconded a motion to approve the bills; motion passed.

**Staff Reports:** Kelly Reviewed the staff reports, especially the newly created Technology Report.

**Unfinished Business:**

**New Business:**

**Review and Summary:**

Members present agreed that having individually reviewed the *Planning for Library Excellence* documents, they don't feel we need to review them as a group and take any action.

Board members will return to the April meeting with concrete suggestions for costs and services included to charge for meeting room use.

April Meeting will include staff service awards (Kelly & Jewel, 20 years)

Bob made & Ann seconded a motion to adjourn.

Respectfully submitted, Kelly McBride Delph

Secretary



CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper  
Mr. Tim Hess



DICKENSON COUNTY:

Mr. Damon Rasnick  
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea  
Mr. Tim Lovelace

## Agenda

I. April 21, 2022 CPRWMA Board of Directors Roll Call for Quorum.

II. a) Approval of Minutes of the March 21, 2022 meeting.....1

Motion: \_\_\_\_\_ Seconded: \_\_\_\_\_

### III. Administrative Business

a) Review CPRWMA Waste Stream Report March 2022.....5

b) Approval of the Treasurer's Report for the month of March 2022.....13

Motion: \_\_\_\_\_ Seconded: \_\_\_\_\_

c) CPRWMA Attorney's Report for March 2022.....Report

d) Litter and Recycling Report.....Toby

### IV. Old Business

A)

Motion: \_\_\_\_\_ Seconded: \_\_\_\_\_

B)

Motion: \_\_\_\_\_ Seconded: \_\_\_\_\_

### V. New Business

### VI. Correspondence/Public Comment

Letter to Buchanan County BOS.....16

VA DEQ 2021 Regional Recycling Report.....19

Copies of Users Agreement and Manpower Agreements.

### VII. Guest.....

### VIII. Adjournment and Next Meeting.

Chair or Vice Chair conducting the meeting: \_\_\_\_\_

Motion: \_\_\_\_\_ Seconded: \_\_\_\_\_

Minutes submitted by Ron Peters and Sandra Henaker  
197 Michigan Drive, Buchanan, VA 24266

Phone 276-833-5403 Email tobyedwards@bvua.net

www.cprwma.com



RECYCLED PAPER

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper  
Mr. Tim Hess



DICKENSON COUNTY:

Mr. Damon Rasnick  
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea  
Mr. Tim Lovelace

Cumberland Plateau Regional Waste Management Authority  
Monthly Board Meeting Minutes  
March 21, 2022

Members Present:

Jeff Cooper, Chairman  
Carl Rhea  
Ronald E. Peters  
Damon Rasnick  
Tim Lovelace  
Tim Hess

Others Present:

Toby Edwards, Director  
R. J. Thornbury, Legal Counsel  
Larry Barton, DC Administrator  
Saundra Honaker, Finance Officer  
Michael Shields, DC Solid Waste

CALL TO ORDER:

Chairman, Jeff Cooper, called the March 21, 2022, meeting of the Board of Directors to order at 5:24 PM. The Pledge of Allegiance and prayer were given.

QUORUM: A quorum was established.

APPROVAL OF MINUTES:

The minutes of the February 17, 2022, monthly meeting of the Board of Directors was presented for consideration. A motion was made by Ron Peters and seconded by Damon Rasnick to approve the minutes as presented. Motion was ratified, voting as follows:

Damon Rasnick – Aye  
Tim Lovelace – Aye  
Ron Peters – Aye

Carl Rhea – Aye  
Jeff Cooper – Aye  
Tim Hess – Aye

**ADMINISTRATIVE BUSINESS**

WASTE STREAM REPORTS – February 2022: Toby Edwards reviewed the waste stream reports. He reported tonnages are slightly down, but expects an increase when spring clean-up begins. Representatives from Dickenson County witnessed operation of the new tire shredder. It has been in all three counties to dispose of tires.

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266  
Phone 276-833-5403 Email tobyedwards@bvua.net  
www.cprwma.com



RECYCLED PAPER

TREASURER'S REPORT – February 2022: Ron Peters presented the CPRWMA Treasurer's Report, reporting the total cash balance was \$273,572.46 at the end of February. A motion to approve the report as presented was made by Damon Rasnick and seconded by Tim Hess. Motion was ratified, voting as follows:

Damon Rasnick – Aye  
Tim Lovelace – Aye  
Ron Peters – Aye

Carl Rhea – Aye  
Jeff Cooper – Aye  
Tim Hess – Aye

CPRWMA ATTORNEY'S REPORT: Rebecca Thornbury clarified provisions in the Articles of Incorporation and By-laws regarding and alternate that may be appointed by member Board of Supervisors for each of its representative member, indicating an alternate for each member is allowed.

LITTER AND RECYCLING REPORT: The upcoming HHW days have been posted on the Facebook page. The dates are as follows:

Russell County = April 20<sup>th</sup>  
Buchanan County = April 21<sup>st</sup>  
Dickenson County = May 5<sup>th</sup>

### **OLD BUSINESS**

REVIEW BY-LAWS: Attorney, Rebecca Thornbury read the amendments to the By-laws for the second time as required. All By-law and state requirements were met to allow amendment. A motion was made by Ron Peters and seconded by Carl Rhea to approve the amendment to the By-laws as read with the addition that Page 2, Section 1 – Regular Meetings reflect the regular meeting be every third Thursday. Motion was ratified, voting as follows:

Damon Rasnick – Aye  
Tim Lovelace – Aye  
Ron Peters – Aye

Carl Rhea – Aye  
Jeff Cooper – Aye  
Tim Hess – Aye

RENEWAL OF MANPOWER AGREEMENT: Mr. Edwards reported Russell County approved the Manpower Agreement. The Buchanan County Board of Supervisors approved the Manpower Agreement with a change on page three (3) that transfer station personnel report to the Buchanan County Public Works Director, rather than the County Administrator, and to the Authority Executive Director. The Agreement with the change was presented to the Board for approval and discussion. A motion was made by Tim Hess and seconded by Ron Peters to approve the renewal of the Buchanan County Manpower Agreement with the language approved by the Buchanan County Board of Supervisors stating the "Transfer Station personnel will report directly to the Buchanan County Public Works Director and the Authority's Director of Waste Services." Motion was ratified, voting as follows:

Damon Rasnick – Aye  
Tim Lovelace– Aye  
Ron Peters – Aye

Carl Rhea – Aye  
Jeff Cooper – Aye  
Tim Hess – Aye

All member county Manpower Agreements state the counties shall supply three certified operators at the respective transfer station. However, Buchanan county currently only has two. A motion was made by Tim Hess and seconded by Damon Rasnick authorizing the attorney to send a letter to the Buchanan County Board of Supervisors requesting that a third certified operator be supplied. Motion was ratified, voting as follows:

Damon Rasnick – Aye  
Tim Lovelace– Aye  
Ron Peters – Aye

Carl Rhea – Aye  
Jeff Cooper – Aye  
Tim Hess – Aye

#### **NEW BUSINESS**

CPRWMA BOARD OFFICERS ELECTIONS: Nominations were made as follows:

Chairman -- Tim Lovelace nominated Carl Rhea and was seconded by Tim Hess. Carl Rhea was elected by acclamation.

Vice Chairman – Damon Rasnick nominated Ron Peters and was seconded by Tim Hess. Ron Peters was elected by acclamation.

Secretary/Treasurer – Ron Peters nominated Tim Hess and was seconded by Jeff Cooper. Tim Hess was elected by acclamation.

Each of the three new officers will need to sign a new signature card at the First Bank and Trust prior to the next meeting.  
The Board recognized and thanked Jeff Cooper for his work as Chairman during the past year.

#### **CORRESPONDENCE/PUBLIC COMMENT and GUEST**

Welcome Larry Barton, Dickenson County Administrator and Michael Shields, DC Solid Waste Transfer Station employee.

#### **ADJOURNMENT AND NEXT MEETING**

A motion was made by Jeff Cooper and seconded by Damon Rasnick to have the next meeting on Thursday, April 21, 2022, at 5:00 PM at Bonanza in Lebanon, and to adjourn the meeting at 6:25 PM Motion was ratified, voting as follows:

Damon Rasnick – Aye  
Tim Lovelace– Aye  
Ron Peters – Aye

Carl Rhea – Aye  
Jeff Cooper – Aye  
Tim Hess – Aye

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
Date

Cumberland Plateau Regional Waste Management Authority

**Cumberland Plateau Regional Waste Management Authority  
Waste Stream Analysis**

Period: January 1, 2022 to December 30th, 2022

**Buchanan County**

Waste Material(s)	Jan 2022	Feb 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	Sept 2022	Oct-22	Nov 2022	Dec 2022	Totals Tons All Months	Average (Per Month) Tonnage
Household	876.44	816.61	1,076.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,769.06	
Commercial	228.10	160.21	175.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	563.49	
Construction Debris	29.10	179.56	112.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	321.02	
Yard/Ash Waste	88.26	8.43	62.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	159.58	
Mine Waste	227.34	240.93	303.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	771.99	
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	28.30	26.19	39.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94.31	
White Goods	0.00	0.00	0.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.53	
Litter Pick-up	1.14	3.74	2.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.97	
Illegal Dumps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Carcass	0.22	0.26	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.54	
Storm Debris	141.55	114.44	86.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	342.63	
Ashes	5.68													
<b>Totals</b>	<b>1,626.13</b>	<b>1,550.37</b>	<b>1,859.30</b>	<b>0.00</b>	<b>5,030.12</b>	<b>1,678.80</b>								
Town of Grundy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

**Dickenson County**

Waste Material(s)	Jan 2022	Feb 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Totals from all Columns	Average (Per Month) Tonnage
Household	535.92	512.75	660.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,708.73	
Commercial	110.10	109.43	143.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	362.55	
Construction Debris	1.42	11.65	23.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.35	
Yard Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Mine Waste	232.43	241.21	252.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	726.48	
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	17.08	8.70	14.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.32	
Storm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Carcass	0.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.15	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Mulch	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Illegal Dumps/Cleanups	0.06	0.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.59	
<b>Totals</b>	<b>897.16</b>	<b>884.27</b>	<b>1,093.74</b>	<b>0.00</b>	<b>2,875.17</b>	<b>958.39</b>								
Town of Clintwood	0.00											0.00		

*Cumberland Plateau Regional Waste Management Authority*

**Russell County**

Waste Material(s)	Jan 2022	Feb 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Totals from all Columns	Average (Per Month) Tonnage
Household	1,142.54	1,110.93	1,347.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,600.65	
Commercial	107.81	109.59	143.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	361.26	
Construction Debris	19.86	41.22	82.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	143.69	
Yard/Ash Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Mine Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94.51	
Industrial Waste	26.68	33.41	34.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.25	
Tires	11.97	58.40	31.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
White Goods	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Pallates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contaminated													15.49	
Recycle	0.00	10.65	4.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.37	
Illegal Dumpsite	0.30	7.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Storm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.22	
Carcass	0.76	0.85	0.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Totals</b>	<b>1,309.92</b>	<b>1,372.12</b>	<b>1,645.40</b>	<b>0.00</b>	<b>0.00</b>	<b>4,327.44</b>	<b>1,442.48</b>							
Town of Lebanon			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00		
Town of Honaker								0.00	0.00	0.00	0.00	0.00		
Town of Cleveland			0.00		0.00	0.00								
											<b>Total FY 2022</b>		<b>12,232.73</b>	

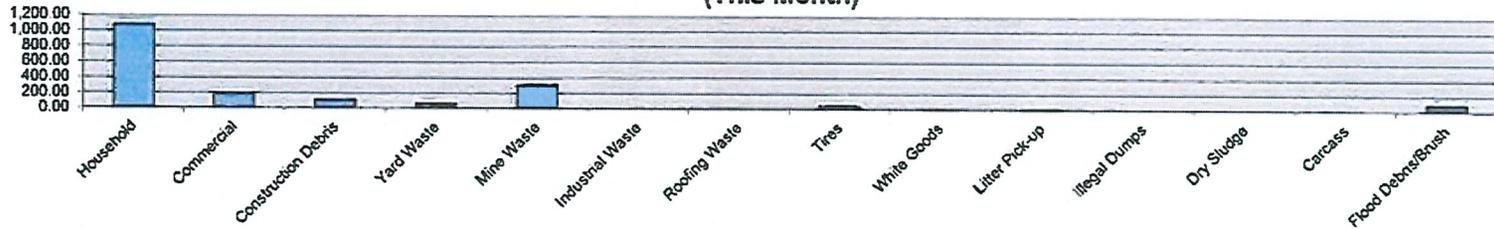
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Cumberland Plateau Waste Stream Analysis Report

Buchanan County Waste Stream Analysis  
Period: March 1, 2022 to March 31, 2022

Name of Waste Material	This Month (Tons)	Last Month (Tons)	2021 (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	1,076.01	816.61	1,233.92	1,234.88	1,060.91	1,091.00	1,109.33	1,165.51	1,135.83	1,108.79	1,086.09	1,103.48	1,237.37	1,256.56	1,286.50	1,268.72	1,208.02	1,219.30
Commercial	175.18	160.21	238.26	337.85	124.22	85.94	72.54	122.72	101.83	261.24	232.32	663.32	374.14	148.65	169.17	139.08	144.69	112.40
Construction																		
Debris	112.38	179.56	167.17	18.05	103.60	158.88	30.60	10.18	57.10	23.25	51.16	41.82	47.19	14.58	82.82	37.63	34.92	56.74
Yard Waste	82.89	8.43	0.00	0.00	0.00	0.07	0.98	6.37	1.42	3.45	0.00	17.02	45.27	47.98	1.70	0.00	0.00	0.00
Mine Waste	303.72	240.93	565.89	409.49	612.05	337.02	104.26	137.70	134.67	203.11	448.14	243.99	506.46	396.45	175.23	110.34	191.66	211.88
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	6.35	4.07	2.42	3.09	1.13	0.00	0.00	0.00	0.00	0.00	17.04	13.33
Tires	39.82	26.19	41.58	5.29	12.30	9.68	13.41	26.39	22.69	20.82	21.32	23.24	41.77	17.01	52.20	16.55	28.08	24.71
White Goods	0.53	0.00	0.00	11.26	0.00	0.00	0.00	0.00	0.87	0.45	0.00	0.22	0.00	0.00	0.00	11.51	14.54	1.64
Litter Pick-up	2.09	3.74	13.14	2.31	7.60	4.97	7.90	9.88	9.47	9.59	6.18	13.14	14.37	12.00	19.59	17.01	9.08	21.10
Illegal Dumps	0.00	0.00	0.00	0.00	0.00	9.94	0.00	0.00	0.00	0.21	0.19	0.11	2.33	4.31	13.95	5.33	8.14	10.20
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.73
Carcass	0.06	0.26	0.12	0.39	0.48	0.85	0.44	0.42	0.25	6.42	0.12	0.25	0.05	0.13	0.09	0.14	13.28	0.00
Flood Debris/Brush	86.64	114.44	40.68	12.45	77.98	66.59	45.89	27.15	6.17	0.00	0.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>1,859.30</b>	<b>1,550.37</b>	<b>2,300.76</b>	<b>2,031.97</b>	<b>1,999.14</b>	<b>1,764.94</b>	<b>1,391.70</b>	<b>1,510.39</b>	<b>1,471.85</b>	<b>1,640.64</b>	<b>1,847.74</b>	<b>2,106.37</b>	<b>2,269.17</b>	<b>1,897.67</b>	<b>1,801.25</b>	<b>1,606.31</b>	<b>1,669.45</b>	<b>1,673.03</b>

Buchanan County Waste Stream Analysis  
(This Month)



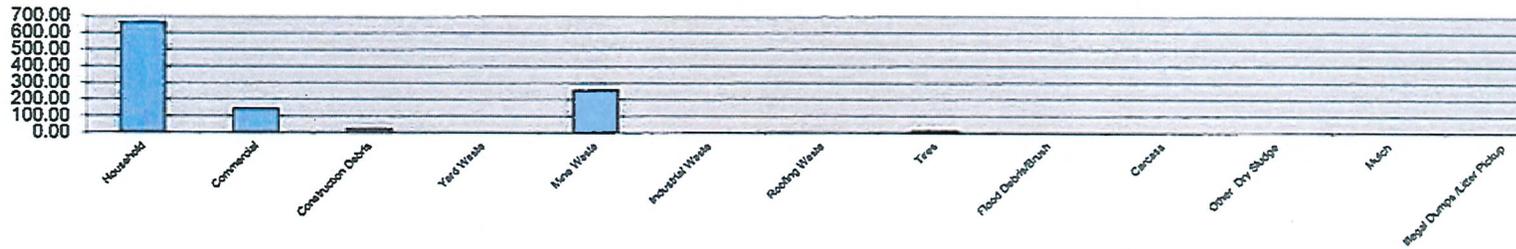
Total Tonnage includes the following towns:

Grundy 0



Dickenson County Waste Stream Analysis																		
Period: March 1, 2022 to March 31, 2022																		
Name of Waste Material	This Month (Tons)	Last Month (Tons)	2021 (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	660.06	512.75	730.97	692.43	813.45	603.16	615.58	646.37	720.07	616.81	627.69	656.23	757.20	773.11	764.03	760.29	743.49	723.20
Commercial	143.02	109.43	135.82	167.44	102.48	48.03	48.31	25.85	120.59	50.35	33.69	36.92	53.78	316.27	168.87	28.29	3.80	3.86
Construction Debris	23.28	11.65	25.41	37.17	33.80	11.90	0.48	3.17	32.85	62.39	11.20	12.80	24.61	11.36	10.85	76.68	29.06	28.45
Yard Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.96	0.00	0.00	0.00	0.00	0.00	0.00	2.26	27.78	0.81	102.34
Mine Waste	252.84	241.21	231.36	240.01	208.81	167.45	174.35	115.30	22.38	313.31	503.12	303.58	276.60	0.00	63.37	182.45	118.78	67.08
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roofing Waste	0.00	0.00	0.00	0.00	14.45	0.00	0.61	6.07	2.82	6.97	2.01	19.01	0.00	5.21	2.29	12.46	4.28	11.21
Tires	14.54	8.70	31.80	11.13	13.17	5.71	6.92	11.19	7.67	10.14	16.49	24.94	17.38	17.89	10.28	17.01	18.55	5.26
Flood Debris/Brush	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carcass	0.00	0.00	0.00	0.00	0.31	4.22	0.70	1.21	0.55	0.80	1.05	1.72	1.96	2.18	2.42	1.59	1.79	1.67
Other Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mulch	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Illegal Dump / Litter Pickup	0.00	0.53	3.73	2.60	1.32	1.66	0.00	0.00	2.68	0.00	0.00	0.92	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>1,093.74</b>	<b>884.27</b>	<b>1,159.09</b>	<b>1,150.78</b>	<b>987.79</b>	<b>842.13</b>	<b>846.95</b>	<b>812.12</b>	<b>909.61</b>	<b>1,060.77</b>	<b>1,195.25</b>	<b>1,056.12</b>	<b>1,131.53</b>	<b>1,126.02</b>	<b>1,024.37</b>	<b>1,106.55</b>	<b>920.56</b>	<b>943.07</b>

Dickenson County Waste Stream Analysis (This Month)



Total Tonnage includes the following towns:  
Town of Clintwood 0







Cumberland Plateau Regional Waste  
Management Authority

Cash Flow Statement

March 2022

<b>Cash Balance -Feb 28, 2022</b>		<b>273,572.46</b>
<b>Cash Received - Tipping Fees:</b>		
Buchanan (Feb)	72,156.88	
Dickenson (Feb)	47,265.48	
Russell (Feb)	61,019.92	
		<b>180,442.28</b>
Bank Interest		62.06
<b>Cash Expenditures</b>		
Cash Expenditures - Mar 2022		<b>(197,684.44)</b>
<b>Cash Balance - March 31, 2022</b>		<b>256,392.36</b>

<i>Fund Balances:</i>	
<i>Capital Equip Replacement Fund</i>	<i>165510.00</i>
DEQ C/D	25022.46
	25022.46

<b>Total in Bank</b>	<b>446,924.82</b>
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**Cumberland Plateau Regional  
Check Register  
For the Period From Mar 1, 2022 to Mar 31, 2022**

Filter Criteria Includes: Report order is by Check Number.

Check #	Date	Payee	Amount
	3/2/22	Anthem HealthKeepers, Inc.	525.94 Toby's Health/Vision/Dental
	3/7/22	Caterpillar Financial Services Corp	6,798.15 March Loan Payment
	3/31/22	Caterpillar Financial Services Corp	6,798.15 April Loan Payment
13672	3/4/22	Industrial Washer & Chemicals	1,065.18 DC Sta Maint
13673	3/4/22	Unifirst Corporation	484.88 Uniforms Feb/21
13674	3/4/22	Appalachian Power Company	589.17 BC Electric
13675	3/4/22	83 Gas & Grocery, Inc.	1,519.98 DC Fuel
13676	3/4/22	Addington Oil, Inc	3,114.28 RC Fuel
13677	3/4/22	Carter Machinery Company, Inc.	293.83 RC Supplies
13678	3/4/22	Mansfield Oil Company	187.72 Vehicle Fuel 2/16-28/22
13679	3/4/22	Verizon	65.88 RC Phone
13680	3/4/22	Fields Restaurants, LLC	218.87 Feb Board Meeting
13681	3/4/22	Skyline Contracting Inc.	4,593.00 BC Sta Maint
13682	3/4/22	Mansfield Oil Company	342.00 Vehicle Fuel 2/1-15/22
13683	3/4/22	Blzzack Construction LLC	328.28 RC Sta Maint
13684	3/4/22	Central Scale, Inc.	985.44 RC Sta Maint
13685	3/4/22	Vansant Lumber Company	27.98 BC Supplies
13686	3/4/22	Void	
13687	3/4/22	Bostic, Tucker & Co PC	7,800.00 CPA Audit
13688	3/4/22	Buchanan County PSA	92.35 BC Utility
13689	3/21/22	Mansfield Oil Company	195.57 Vehicle Fuel 3/1-15/22
13690	3/21/22	Innovative Technology Solutions	37.50 IT Support
13691	3/21/22	Dickenson Co Public Service Authority	210.25 DC Utility
13692	3/21/22	Clintwood Lumber and Supply Co., Inc.	25.60 DC Supplies
13693	3/21/22	WM Corporate Services, Inc.	57,091.64 BC Tipping/Haul
13694	3/21/22	WM Corporate Services, Inc.	47,444.97 RC Tipping/Haul
13695	3/21/22	WM Corporate Services, Inc.	33,854.53 DC Tipping/Haul
13696	3/21/22	Carter Machinery Company, Inc.	2,444.15 BC Equip Maint
13697	3/21/22	Appalachian Power Company	449.78 RC Electric
13698	3/21/22	Appalachian Power Company	142.58 RC Electric
13699	3/17/22	Sign Shop	60.00 Advertise
13700	3/21/22	Card Services Center	959.26 Tire Shredder Trip (Meals) \$145.40 Tire Shredder Trip (Lodging) \$210.74 Tire Shredder Trip (Fuel) \$148.13 Tags DMV \$5.00 Shoes (Saf-Gard) \$164.99 DC Equip Maint (Butty) \$285.00
13701	3/21/22	Honaker Solutions, LLC	800.00 Accounting Mar/21
13702	3/21/22	Industrial Development Authority	200.00 Office Rent Apr/21
13703	3/21/22	First Bank & Trust	1,300.75 Loan Payment
13704	3/21/22	Pest Control Plus, Inc.	120.00 BC/DC/RC Pest \$40 each
13705	3/21/22	Justice Law Office	400.14 Legal Feb/21
13706	3/21/22	Crystal Springs	31.93 RC Supplies
13707	3/21/22	Point Broadband	86.13 DC Phone
13708	3/21/22	Point Broadband	89.21 Office Phone
13709	3/28/22	Overhead Door Co of JC	2,973.00 BC Sta Maint
13710	3/28/22	Verizon	82.13 BC Phone
13711	3/28/22	Verizon	35.88 RC Phone
13712	3/28/22	Appalachian Power Company	560.80 DC Electric
13713	3/28/22	Haysl Heating & Cooling, Inc.	280.35 DC Sta Maint
13714	3/28/22	Skyline Contracting Inc.	3,529.10 DC Sta Maint
3/15	3/15/22	TAG Resources, LLC	245.00 Employee 401k
3/31	3/31/22	TAG Resources, LLC	245.00 Employee 401k
4.15.22	3/31/22	United States Treasury	1,476.52 Federal Withholding
4.25.22	3/31/22	VA Dept of Taxation	291.34 State Withholding
PR3122	3/1/22	Ronald E. Peters	184.70 Director's Compensation
PR3122	3/1/22	Tim Lovelace	184.70 Director's Compensation
PR3122	3/1/22	Carl Rhea	184.70 Director's Compensation
PR3122	3/1/22	Jeffery S. Cooper	184.70 Director's Compensation
PR3122	3/1/22	Timothy W. Hess	184.70 Director's Compensation
PR3123	3/1/22	Damon Rasnick	184.70 Director's Compensation
PR31522	3/15/22	Toby F. Edwards	2,504.66 Toby Salary 1st Half
PR33122	3/31/22	Toby F. Edwards	2,504.66 Toby Salary 2nd Half
Phone 32522	3/28/22	IGO Technology	115.85 BC Internet
<b>Total</b>			<b>197,684.44</b>

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CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY  
FY 2021-22 - OPERATING BUDGET & EXPENSE REPORT

	Expenditures Thru 3/31/2022	FY 2021-22 Budget	
<b>Direct Expenses:</b>			
Transport/Disposal	1,354,883.87	1,482,992.00	
Tire Recycling	-	15,000.00	
HHW Event	1,886.75	12,000.00	
Other Reimbursed Expenses	-	-	
	1,356,770.62	1,509,992.00	
<b>Overhead Expenses:</b>			
Debt Service - Loaders	63,346.30	75,000.00	84%
Debt Service - 1st Bank (Tire Shredder)	5,203.00		
Other Disposal	-	2,000.00	0%
<b>Utilities:</b>			
Buchanan	5,386.49	5,100.00	106%
Dickenson	4,548.99	4,500.00	101%
Russell	3,960.17	4,500.00	88%
<b>Supplies:</b>			
Buchanan	1,081.89	2,500.00	43%
Dickenson	482.63	2,500.00	19%
Russell	1,545.81	2,500.00	62%
<b>Fuel:</b>			
Buchanan	8,353.76	7,000.00	119%
Dickenson	5,922.79	4,500.00	132%
Russell	5,910.27	7,000.00	84%
<b>Telephone:</b>			
Buchanan	1,646.26	1,500.00	110%
Dickenson	1,234.99	1,100.00	112%
Russell	1,475.52	2,000.00	74%
<b>Station Maintenance/Improvements:</b>			
Buchanan	12,958.52	30,000.00	43%
Dickenson	12,365.70	30,000.00	41%
Russell	19,842.65	30,000.00	66%
<b>Loader/Equip Maintenance:</b>			
Buchanan	35,625.25	23,000.00	155%
Dickenson	12,525.03	23,000.00	54%
Russell	33,542.74	23,000.00	146%
<b>Transfer Station Permits and Management:</b>			
Station Permits	19,409.00	20,000.00	97%
VACO Insurance	15,029.00	18,000.00	83%
Management & Fringe	70,402.31	90,000.00	78%
Finance Manager	7,350.00	9,000.00	82%
Legal	8,297.00	12,000.00	69%
IT Support	4,253.50	4,000.00	106%
Office Rental/Internet/Cell/Office Supplies	4,133.26	5,000.00	83%
Directors Comp & PR Tax	10,119.10	18,100.00	56%
Professional Fees (Audit)	7,800.00	7,200.00	108%
Meeting Expense	2,672.04	3,000.00	89%
Travel	2,047.40	1,000.00	205%
Supplies:	112.24	1,000.00	11%
Dues/Licenses	50.00	400.00	13%
Vehicle Expense	2,737.31	2,500.00	109%
Uniform Rentals	5,395.09	4,000.00	135%
Advertising	517.23	2,000.00	26%
Projects-Tire Shear DC&RC	-	20,000.00	0%
Reserves/Equip/ Emergency Fund	-	2,000.00	0%
<b>OVERHEAD SUBTOTAL</b>	<b>397,283.24</b>	<b>499,900.00</b>	
Tire Machines/Shearer	164,200.00	-	
<b>TOTAL EXPENSES</b>	<b>1,918,253.86</b>	<b>2,009,892.00</b>	

*Management Breakdown	
Toby Health	3690.63
Toby Salary	56098.76
401K Cost/Contribution	5821.23
Taxes	4291.69
FSA	500
	70402.31
Directors Comp & Taxes	
Salary	9400
Taxes	719.1
	10119.1
Office Breakdown	
Phone/Int	947.06
Rent	1800.00
Postage	477.2
Office Sup	849.00
Bank Charge	60.00
	4133.26

\*\*Overhead Rate per County

Rate begins July 1st
13,886.11

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**JUSTICE LAW OFFICE, P.C.**  
*Attorneys at Law*

*P.C. JUSTICE, JR.*

P.O. Box 1068 • Grundy, Virginia 24614  
Telephone: (276) 935-7937  
Facsimile: (276) 935-2269

**R.J. THORNBURY**  
*Licensed in VA & KY*

March 31, 2022

Buchanan County Board of Supervisors  
P.O. Box 950  
Grundy, Virginia 24614

RE: Certified Operators at Transfer Station

Dear Supervisors:

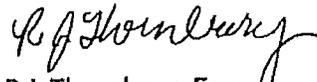
At the direction of the Cumberland Plateau Regional Waste Management Authority Board (Authority), I am bringing to your attention the number of certified operators working at the Buchanan County transfer station. There are currently two certified operators working at the station. However, under the terms of the Manpower Agreement between the Authority and Buchanan County, three such operators should be supplied. Specifically, the General Provisions section of the Manpower Agreement states in part "[t]he Contractor [Buchanan County] will as outlined in this agreement supply at least three (3) certified operators as approved by the Virginia Department of Professional and Occupational Regulation Board during daily operations." Therefore, the Authority respectfully requests that you consider the current situation and take steps to provide a third certified operator.

As you may be hiring a new transfer station employee, I enclose herewith the job description for such position for convenience and reference during the hiring process. Please note that employees are required to work at a transfer station for one (1) year to be eligible for certification, pursuant to 18VAC 155-20-120(A)(4) of the Board for Waste Management Facility Operators.

The Authority appreciates the mutually beneficial and cooperative relationship the parties enjoy as well as your consideration in this matter.

With best regards, I remain,

Yours very truly,

  
R.J. Thornbury, Esq.

RJT/dlh

cc: Mr. Carl Rhea, Chair, CPRWMA  
Mr. Ron Peter, Vice-chair, CPRWMA  
Mr. Toby Edwards, Exec Director, CPRWMA

**COMMONWEALTH OF VIRGINIA,  
AT LARGE, to wit:**

The foregoing contract was subscribed and acknowledged before me by Lou Wallace, Chairman of the Russell County Board of Supervisors, Lonzo Lester, County Administrator and Katie Patton, Esq. County Attorney, this the 7<sup>th</sup> day of March 2022 in March County, Va.

Vicki Porter  
NOTARY PUBLIC

My Commission expires: May 31, 25.  
My Registration # is 168621.



## PLAN OF OPERATION – SOLID WASTE DISPOSAL

### I. BACKGROUND AND PURPOSE

The Authority's solid waste management program is being developed on a regional basis amount, Buchanan, Dickenson, and Russell Counties. The objectives of the Authority's solid waste management program are to control the escalating costs of solid waste management through the economies of scale brought forth by regionalism, to provide a financing mechanism for the implementation of solid waste management programs through the sale of revenue bonds, loans and/or grants, to comply with the applicable solid waste management regulations as promulgated by governmental agencies, to utilize better existing resources that can be feasibly and economically developed from the Authority's solid waste stream, and to reduce dependence upon landfills given the potential risks of air and water pollution.

**A. Phase I – Landfilling Solid Waste Transportation and Disposal System** – In order to achieve cost effective compliance with newly promulgated federal, state and local regulations, governing landfilling, the Authority has elected to utilize the services of private contractors for landfill disposal outside the Authority' regional boundaries. The Authority's transportation system will consist of three (3) solid waste transfer stations one of which will be located within the boundaries of each participating county. Each transfer station will be sited, designed, permitted, owned or leased and operated by the Authority. The transfer stations will serve as a central delivery and unloading point for authorized users and customers within the boundaries of each participating county. The disposition of waste into such transfer stations by users and customers within each participating county shall be subject to the terms and conditions as set forth in user agreements between the participating counties and the Authority. Moreover, the transfer stations will be utilized by the Authority to load acceptable wastes into transportation facilities for shipment to the private contractor's landfill. The transportation of solid waste from each transfer station to the private contractor's landfill will either be handles by the Authority or through contract and/or brokerage arrangements between the Authority and private haulers.

B. **Phase II** – Continuing the services and maintaining the disposal system – Phase II will consist of appropriate measures to maintain the facilities located within the region at sites selected by the Authority. The Authority Board of Directors will provide the necessary actions to maintain and adjust its budgets to accomplish these tasks. If deemed necessary as in the past, bonds or other financial mechanisms will be sought and the participating member counties will be notified.

## II. **DEFINITIONS**

1. **Commercial Waste** – All Solid Waste generated by establishments engaged in business operations other than manufacturing. This category includes, but is not limited to, Solid Waste resulting from the operations of stores, markets, office buildings, restaurants and shopping centers.
2. **Construction Waste** – Solid waste which is produced or generated during construction or demolition of structures. Construction Waste consists of lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, and metal and plastics (if metal or plastics are a part of the materials of construction) and/or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids and garbage are not Construction Wastes.
3. **Contract Users** – All users of the Authority’s facilities and services other than “Users”, “Governmental Customers”, “Governmental Contractors”, and “Individual Users”.
4. **Cumberland Plateau Region** – The geographic area comprised of all of the incorporated and unincorporated areas within each of the Counties which is a Member of the Authority, and any County in the Commonwealth of Virginia adjacent to (having a common boundary with) any Member that may enter into an agreement with the Authority after the date hereof relating to such adjacent County’s use of the Disposal System.
5. **Disposable Solid Waste (hereinafter DSW)** – Any Solid Waste other than Hazardous Waste, specifically including Processible Solid Waste, Special Waste approved as set forth in Article III and acceptable Non-Processible Solid Waste as set forth in Article III.
6. **Disposal System** – All those plans and facilities owned, leased or operated by the Authority designed to collect, manage and/or dispose of Solid Waste and those

designed to accomplish recycling and/or volume waste reduction by methods other than landfilling DSW; and the land, structures, vehicles and equipment for use in connection therewith.

7. **Facility** – The Authority’s plants and facilities designed to process PSW and the land, structures, vehicles and equipment used in connection therewith.
8. **Force Majeure** – Any cause beyond the reasonable control of the Authority, including but not limited to acts of God, war, riot, fire, explosion, wind storm, flood, labor disputes, inability to obtain or use fuel, power raw materials, shortage or failure of the usual means of transportation, injunction, governmental action, accident, or breakdown of machinery or equipment, whether or not any such occurrence is caused by negligence, active or otherwise. The term “reasonable control” shall specifically exclude the ability of the Authority to reach agreement in a labor dispute and that party’s ability to settle or compromise litigation.
9. **Governmental Contractor** – Any hauler who or which has in force a contract with a Governmental Customer for the collection and/or disposal of NPSW or PSW.
10. **Governmental Customer** – Any Federal or state agency or department, county, city, town or political subdivision within the Cumberland Plateau Region shall be classified as a Governmental Customer. The Governmental Customer classification shall be applicable only to such political subdivisions and Governmental Contractors with whom such political subdivisions contract for delivery to DSW to the Authority.
11. **Hazardous Waste** – A Solid Waste or combination of Solid Waste which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (b) pose a substantial present or potential hazard to human health, the Disposal System, or the environment when improperly treated, stored, transported, disposed of or otherwise managed. The foregoing definition is intended to include any waste now or hereafter designated as “hazardous” by State or Federal agencies (including the United States Environmental Protection Agency) with jurisdiction and authority to promulgate and enforce rules and regulations for the handling and disposal of hazardous and other wastes.

12. **Household DSW or Household Waste** – Shall mean solid waste material, including garbage, trash and refuse, normally produced by a single family residential household.
13. **Individual User** – Any individual who delivers Household Waste to the Disposal System in privately owned automobile or low-side pickup truck (with a bed not more than (20) inches in height) shall be classified as an Individual User. The Authority reserves the right, in its sole discretion, to classify any Individual User who delivers non-household NPSW or PSW, or NPSW or PSW from more than one household, by means of a privately owned automobile or low-side pickup truck as a Contract Customer.
14. **Industrial Waste** – All Solid Waste emanating from institutions such as, but not limited to, hospitals, nursing homes, orphanages, and public or private schools, including infectious waste from health care facilities and research facilities not classified as Hazardous Waste.
15. **Non-Processible Solid Waste (NPSW)** – Solid Waste determined by the Authority to be such that it should not be processed through its Disposal System, which, in the Authority's discretion, may include, without limitation (a) street sweepings; (b) non-combustible material, including non-combustible Construction Waste; (c) oversized bulky items; (d) tree stumps, logs, brush and combustible Construction Waste which exceed eight inches in thickness or six inches in length; (e) White Goods, large items of machinery, motor vehicles, board, engine blocks and similar items; (f) tires, wallboard and other material in unanticipated quantities or proportions which, despite adequate mixing with other waste, in the reasonable judgement of the Authority, will, if processed, even though the Disposal System is properly designed, constructed and operated; (i) cause any portion of the Disposal System to violate any regulatory permit conditions in normal operation of that portion of the Disposal System or (ii) cause material damage to any portion of the Disposal System.
16. **Person** – An individual, corporation, partnership, association, governmental body, municipal corporation or any other legal entity.
17. **Phase I – Start Up Date** – The date the Transfer Station contemplated in Phase I area ready to commence operations.

18. **Phase II – Start Up Date** – The date on which the Authority’s Renews this Users Agreement is ready to continue full operations.
19. **Processible Solid Waste (PSW)** – Solid Waste which is processible through the Authority’s Disposal System, i.e., DSW which is other than NPSW.
20. **Sanitary Landfill** – A burial facility permitted and operated in accordance with applicable laws for disposal of putrescible, biodegradable and other types of waste so located, designed, constructed and operated to contain and isolate waste that it does not pose a substantial present or potential hazard to human health or the environment.
21. **Sludge** – Any solid, semi-solid or liquid wastes with similar characteristics and effects generated from a public, municipal, commercial or industrial waste water treatment plant, water supply treatment plant, air pollution control facility or any other waste producing facility.
22. **Solid Waste** – Any garbage, refuse, trash, brush, Sludge and other discarded material, including solid, liquid, semi-solid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations and from community activities and residences, but does include (i) solid and dissolved material in domestic sewage, (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to a permit from the State Water Control Board, (iii) source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended, (iv) to the extent such waste is to be transported from the Transfer Stations to any landfill operated by an entity other than the Authority, any other materials not allowed under the permits, licenses and approvals relating to such landfill, any other materials not allowed under the permits, licenses and approvals relating to such landfill, or (v) asbestos.
23. **Special Waste** – Any Solid Waste which requires special processing, handling or disposal techniques which are different from the techniques normally used for disposal or which contain an added element of expense to transport or dispose of as determined by the Authority or require approval from any State agency or the Authority. Such wastes shall include but not be limited to (i) screening and grit from domestic waste water treatment systems, (ii) asbestos, (iii) tiers, (iv) oil spill clean-up, (v) compressed gas cylinders, (vi) contaminated food product, and fabrics requiring supervised

disposal, (vii) discarded non-hazardous, non-liquid chemical wastes, (viii) White Goods, (ix) mining wastes, (x) flyash, (xi) combustion ash, (xii) industrial waste, (xv) liquid wastes, (xvi) infectious wastes or residue, (xvii) pollution control residue, debris or contaminated soil and water from the clean-up of a spill, and (xviii) any other waste determined by the Authority or the Virginia Department of Waste Management to be Special Wastes. Special prior approval for disposal of Special Waste is required from the Authority and/or appropriate State and Federal regulatory agencies.

24. **Tipping Fee** – The charge made by the Authority for acceptance and disposal of DSW as set forth on the Schedule of Fee attached as Schedule II hereto.
25. **Transfer Station** – Any storage or collection facility which is owed, leased or operated by the Authority as a relay point for Solid Waste which ultimately is to be transferred to a Sanitary Landfill. The list of Transfer Stations is set forth on Schedule I hereto.
26. **Users** – Shall mean Buchanan, Dickenson and Russell Counties, and any other political subdivision, jurisdiction or party which is or becomes a member of the Authority in the manner upon terms provided by law and in accordance with the criteria established by the Authority. Except as set forth in the preceding sentence, the term “Users” as herein defined does not include the term “Governmental Customer” as used in this Plan of Operation in delineating the “classes of customers”. Users will enter into a user agreement with the Authority for disposal of DSW.
27. **White Goods** – Refrigerators, stoves, clothes dryers, washing machines, hot water heaters, window air conditioners, other home appliances or large appliances of similar size or character, and waste metal products.
28. **Other Definitions Incorporated by Reference** – Where terms are not defined herein and the context or practice requires definition they shall have the meanings specified in the User Agreement or, if not found in the User Agreement, in Chapter 24 Title 10 of Code Virginia, 1950, as amended and/or as specified in other relevant statutes, and/or in Rules and Regulations of the Virginia Department of Waste Management or any successor agency.

### III. PROCEDURES

#### A. Use of Facilities

The right to dispose of PSW and NPSW at the Transfer Stations is granted to the Users, and may be granted to other persons, including Federal, state or local Governmental Customers as a specific class or as Contract Users, under terms and conditions acceptable to the Authority, and on the terms and conditions of this Plan of Operation. The use of the Disposal System shall, at all times, be governed by rules and regulations as may be adopted by the Authority and incorporated in this Plan of Operation.

#### B. Delivery Points – Hours of Operation

Prior to the Phase II Start-Up Date, DSW (including PSW and NPSW) will be received at the Transfer Stations (Phase I) and at such additional locations as designated by the Authority. After the Phase II Start-Up Date, PSW and NPSW will be received at the Transfer Station (and other locations designated by the Authority).

The hours of operation for receiving NPSW and PSW at each location prior to the Phase II Start-Up Date are as follows:

##### Hours of Operation

<u>Location</u>	<u>Monday – Friday</u>	<u>Saturday</u>	<u>Holidays Sunday</u>
Transfer Stations	8:00 am to 4:00 pm	8:00 am to 12:00 Noon	(as necessary at all locations)

The Transfer Stations will be closed on:

New Year's Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Independence Day

The Transfer Stations will be operated on the Saturday schedule on:

George Washington's Birthday  
Memorial Day  
Labor Day  
Veteran's Day

Christmas Eve  
New Year's Eve

In addition, holidays and operating hours may be varied from time to time by the Authority. Notices will be posted at the main entrance to the Transfer Stations advising users of observed holidays, regular operating hours and any special operating hours. Notices of holiday closings or reduced hours will be posted at least one week in advance of the holiday to be observed. Such other notice or notices as the Authority deems proper may be given.

**C. Right to Reject Waste**

The Authority will not accept any Hazardous Waste, and will accept NPSW and PSW only in accordance with the delivery terms and conditions hereunder. The Authority retains the right to disallow the disposal of DSW from Users, Contract Users, Governmental Customers or Governmental Contractors, or any other customers or users who or which have failed to pay the Authority's Tipping Fees.

Special Wastes shall be accepted only upon written authorization of the Authority and, if required, by an appropriate official of any applicable regulatory agency. Such written authorization, if given for the disposal of such Special Waste, shall outline the conditions, manner, method and place (if any) for acceptance of the same by the Authority.

All reasonable attempts will be made to reject unacceptable waste before it is deposited. Should the Authority reject any waste, and the Person delivering or causing its delivery nevertheless seek to have the same accepted by the Authority for disposal, then it shall be incumbent upon the Person seeking its acceptance to establish to the satisfaction of the Authority that the same is acceptable under the Authority's rules and regulations for disposal by the Authority.

Responsibility for the grades or categories of waste delivered to the Authority rests with the User, Contract Customer, Governmental Customer, Governmental Contractor, Individual User or Person delivering the same, and Hazardous Waste or unacceptable waste so delivered, if inadvertently accepted by the Authority, shall be removed immediately by the Person delivering or causing delivery thereof at such Person's sole expense. Any such material not immediately removed by such Person after written

notice may be removed by the Authority and costs therefor shall be recoverable by the Authority from such Person. In addition, the provisions of Article VI of the Authority's User Agreement shall, if applicable, also apply. (Article VI of the User Agreement is entitled "Title to Solid Waste; Liability for Solid Waste").

**D. Unit of Measures – Scales**

All vehicles will be weighted with the driver aboard. All vehicles leaving will be weighed a second time, unless the vehicle tare weights are known. Charges will be based upon the difference between the two weights. If scales at any receiving location are not available for any reason, the charge will be based on the average amount of Solid Waste received per vehicle when dumping record for such vehicle for the six (6) full months immediately preceding are available, or when such records are not available, will be based on the average amount of Solid Waste received per vehicle of like size and/or compaction ratio.

The driver of each vehicle will be given a statement after each load is delivered showing the weight of material delivered, the date, time and delivery point, identification number of Authority representative receiving the same, and the Tipping Fee. The method of collecting the Tipping Fee is specified in Section IV for each class of User, Contract Customer, Governmental Customer, Governmental Contractor, Individual User or any other person using the Authority's Disposal System.

**E. Other Units of Measure**

Anything herein to the contrary notwithstanding, the Authority may designate grades or categories of DSW which will be measured upon receipt by the Authority by number of units or by means other than by weight. The drivers of each vehicle delivering such grades or categories of waste will be given a statement showing the amount of material dumped, the date, time and delivery point, identification number of Authority representative receiving the same, and the Tipping Fee.

**IV. CLASSES OF CUSTOMERS**

- A. User – Rates or fees for Users shall apply to Users and any person with whom the User may contract for collection and delivery of such User's DSW to the Authority, provided the User gives the Authority written notice that such person is acting by and on behalf

of the User, and provided further that the person acting for the User is required to deliver all of the User's DSW to the Authority for disposal. The User shall notify the Authority of any changes occasioned by modification or termination of its agreement with the person delivering its waste. Monthly invoices will be sent to the User (Buchanan, Dickenson, and Russell Counties) by the Authority. Any person delivering DSW for a User must furnish to the Authority evidence of insurance coverage in accordance with the requirements of Virginia law.

- B. Governmental Contractor** – A contractor may, during the period such contract is in effect, and upon written notice received by the Authority from the Governmental Customer, be classified as a Governmental Contractor. The Governmental Customer shall notify the Authority in writing of the estimated monthly tonnage to be delivered to the Authority by the Governmental Contractor and shall notify the Authority of any changes occasioned by modifications or termination of such contract between the Governmental Customer and the Governmental Contractor. Monthly invoices will be sent to the appropriate User by the Authority for all Governmental Customers and Governmental Contractors, and ultimate responsibility for payment to the Authority shall rest in all cases upon the User. Governmental Contractors shall furnish to the Authority evidence of insurance coverage in accordance with the requirement of the laws of the Commonwealth of Virginia.
- C. Contract Customer** – Any customer of the Disposal System may apply to the Authority to be classified as a Contract Customer. Contract Customers shall furnish to the Authority evidence of insurance coverage in accordance with the requirements of the laws of the Commonwealth of Virginia and such other requirements as the Authority may specify. Any Person who delivers NPSW and PSW to the Disposal System other than a User, Governmental Customer, Governmental Contractor or Individual User shall be deemed a Contract Customer. Monthly invoices will be sent to the appropriate User by the Authority for all Contract Customers and ultimate responsibility for payment shall rest in all cases upon the Users.
- D. Individual Users** – Unless a schedule therefore is adopted by the Authority, no fee shall be charged to Individual Users. Special Waste shall not be classified as Household Waste for the purpose of the Section, and shall be subject to handling as provided in

Section III. C. of this Plan of Operation. The Authority reserves the right, in its sole discretion, to classify any Individual User who delivers non-household NPSW or PSW, or NPSW or PSW from more than one household, by means of a privately owned automobile or low-side pickup truck as a Contract User. Monthly invoices will be sent to the appropriate User by the Authority for all Individual Users and ultimate responsibility for payment shall rest in all cases upon the Uses.

**V. FEES**

- A. **Fees** – Fees shall be charged in accordance with Fee Schedules adopted by the Authority in accordance with the applicable provisions of the Virginia Waste and Sewer Authorities Act and User Agreement. Fees will not necessarily be uniform among classes of customers. The Fee Schedule is attached as Scheduled II hereto.
- B. **Invoices for Services** – Invoices for service to Users, based on prior arrangements, shall be provided a monthly cycle within ten (10) days after the end of each monthly billing period. Such invoices shall reflect the total tonnage received by the Authority during the billing period from the User being invoiced, and such other information as the Authority determines to be proper. Such invoices shall be due and payable without offset on the last day of the billing period covered by the invoice. Overdue invoices shall bear interest at the rate of one and one-half per cent (1-1/2%) per month on the unpaid principal balance until paid in full.

**VI. REVISIONS**

Revisions to this Plan of Operation may be made at the sole discretion of the Authority. Notice of proposed revisions will be given by regular mail to Users, Governmental Customers, and Governmental Contractors at the address shown on the books of the Authority, and shall be posted at each Transfer Station at least ten (10) days prior to adoption of a revision by the Authority; provided that upon declaration of the existence of an emergency by the Authority, the Authority, may revise the Plan of Operation and Schedule of Fees without having provided such notice.

**VII. CONFLICT BETWEEN THIS PLAN AND THE USER AGREEMENT**

In any case of conflict between the terms or provisions of this Plan of Operation, as the same may be modified from time to time, and the terms and provisions of the User Agreement, the terms and provisions of the User Agreement shall prevail.

Adopted: \_\_\_\_\_, \_\_\_\_\_, 2018

Fee Schedule

Schedule II

**Disposal for all Three Counties**

Oct 27, 2018 to Oct 26, 2019	\$17.50 per ton
Oct 27, 2019 to Oct 26, 2020	\$18.03 per ton
Oct 27, 2020 to Oct 26, 2021	\$18.57 per ton
Oct 27, 2021 to Oct 26, 2022	\$19.12 per ton
Oct 27, 2022 to Oct 27, 2023	\$19.70 per ton

**Transportation Rate (Different for each County-Milage)**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
BC	\$17.50	\$18.03	\$18.57	\$19.12	\$19.70
DC	\$17.31	\$17.83	\$18.36	\$18.91	\$19.48
RC	\$15.67	\$16.14	\$16.62	\$17.12	\$17.64

**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY  
MANPOWER SERVICE AGREEMENT**

THIS AGREEMENT made as of this 14<sup>th</sup> day of March, 2022, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Buchanan, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

WHEREAS, the Authority, after causing the construction thereof, has agreed to operate and manage a transfer station in the County of Buchanan to ensure the availability of an economical and environmentally sound method to handle and dispose of solid waste generated in Buchanan County; and

WHEREAS, the Authority desires to secure manpower services to operate the Authority's transfer station; and

WHEREAS, the County has offered to provide said manpower services; and

WHEREAS, the Authority agrees to retain County for manpower services in order to efficiently and economically operate the Authority's transfer station in Buchanan County; and

WHEREAS, in reliance on this Agreement, the County will employ the personnel necessary to ensure County's performance hereunder and will provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

**REPRESENTATIONS AND CERTIFICATIONS**

Both parties hereto specifically represent and certify that each has (1) reviewed and

understands the terms and conditions as stated herein; (2) that each has the requisite right, power and authority necessary for the execution hereof; and (3) that any and all requirements imposed by the Virginia Public Procurement Act have been satisfied.

Both parties hereto, by the execution hereof, expressly and unequivocally agree, that County shall be considered as an Independent Contractor hereunder and that no liability resulting from any willful or negligent act or failure to act by County's employees shall be attributable to the Authority. The County specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the Authority from any suit or claim arising out of any breach of this Agreement by the County. The Authority specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the County from any suit or claim arising out of any breach of this Agreement by the Authority.

#### AUTHORITY AND COUNTY OBLIGATIONS

The Authority agrees to be responsible for costs associated with the operation of the transfer station *except* those cleaning and personal hygiene items, wages, taxes, workmen's compensation insurance, liability insurance and other fringe benefits paid to, or for the benefit of, the workers employed by the County assigned to the Authority's transfer station.

#### QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

The Authority shall maintain the Transfer Station open for performance of this Agreement between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding observed holidays as provided for in the User Agreement executed between the Authority and the County. If the County wishes to open additional hours, it shall do so at its own manpower expense. The actual operating hours may be altered, provided both parties agree to changes in the normal posted hours.

## SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

The County shall be responsible for securing necessary certification and approvals from relevant federal, state and local governmental agencies having jurisdiction over its personnel; provided however, the Authority shall retain responsibility for obtaining all permits and approvals relating to the general operation of the Transfer Station. During the term hereof, the County shall provide the personnel certified by the Virginia Department Of Professional and Occupational Regulations for the daily operation of the Transfer Station, all in compliance and certified with applicable laws and regulations. Transfer Station personnel will report directly to the **Buchanan County Public Works Director** and the Authority's Director of Waste Services. Job descriptions and responsibilities will be determined by the Authority and the County Administrator. A copy is on file at the Authority office located at 135 Highland Drive, Lebanon, VA. The County shall provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location and County will supply fuel, tags and insurance for this leachate truck. The Authority agrees to provide uniforms/approved boots for the personnel assigned to the transfer station and employees shall be required to wear uniforms daily.

## TERM OF CONTRACT

This Agreement shall be effective as of the 5<sup>th</sup> day of April, 2022. The initial term of this Agreement shall be one (1) year commencing on the 5<sup>th</sup> day of April, 2022. The term of this Agreement shall extend for additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.

## NONDISCRIMINATION

The County shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or handicap.

## INSURANCE

The County or its sub-contractor shall provide and maintain during active operations hereunder, Workers' Compensation Insurance which shall meet the requirement of the Commonwealth of Virginia.

The County or its sub-contractor shall provide and maintain during active operations hereunder Public Liability Insurance, to protect against all claims arising out of the County's negligent or willful acts or omissions in the course of its operations that result in bodily injury, death or property damage.

The County or its sub-contractor shall upon the full execution of this Agreement and thereafter upon request, furnish Authority evidence that the insurance relative to its said acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extent expressly set forth herein.

The limits of liability of all insurance required herein not expressly set forth hereinabove shall be as set forth in Exhibit "A", which is attached hereto and made a part hereof.

## DEFAULT

Except as otherwise provided herein, if either party defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default and the party defaulting shall not have commenced to cure such default within said period and to pursue diligently the completion thereof, the other party may: (i) terminate this Agreement as of any date at least thirty (30) days

after the last day of the thirty (30) day period; (ii) cure the default at the expense of the defaulting party and (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day period such cure cannot reasonably be affected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

#### GENERAL PROVISIONS

Neither party shall assign or transfer, or permit the assignment or transfer of this Agreement or the rights hereunder without the prior written consent of the other party. The Authority expressly reserves the power to demand Contractor to provide qualified personnel at the transfer station. In the event that said employees are not performing to the Authority's needs or specifications, the County will immediately cure said deficiency by supplying alternative qualified personnel. The Contractor will as outlined in this agreement supply at least (3) certified operators as approved by the Virginia Department of Professional and Occupational Regulation Board during daily operations.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, amended or revoked unless in writing and signed by the parties hereto.

From and after the date of this Agreement, the County's performance hereunder may be

suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the County. Such causes may include, by way of example and not limitation, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by the Agreement; national defense requirements; labor strike, lockout or injunction.

If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each term, clause or provision that is illegal, invalid or unenforceable term, clause or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and any disputes hereunder shall be resolved by the Circuit Court of Buchanan County, Virginia.

The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.

All notices or other communications to be given hereunder shall be in writing and shall be

deemed given when mailed by registered or certified United States mail, addressed to the Cumberland Plateau Regional Waste Management Authority, 135 Highland Drive, Suite C, Lebanon, VA 24266, or addressed to Buchanan County, P.O. Drawer 950, Grundy, VA 24614.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this 21<sup>st</sup> day of March, 2022, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CUMBERLAND PLATEAU REGIONAL  
WASTE MANAGEMENT AUTHORITY

By: Carl Rhea  
Chairman of the Authority

COUNTY OF BUCHANAN BOARD OF  
SUPERVISORS

By: J.H. Cape  
Chairman of the Buchanan County  
Board of Supervisors

By: Robert C. How  
County Administrator

APPROVED AS TO FORM

Lawrence L. Moore  
County Attorney for Buchanan County

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by Chairman of Cumberland Plateau  
Regional Waste Management Authority this the 21<sup>st</sup> day of March, 2022.

My Commission expires: 7/31/2024.

My Registration number: 7342993.

Toby Franklin Edwards  
NOTARY PUBLIC

Toby Franklin Edwards  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. # 7342993  
My Commission Expires 7/31/2024

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Buchanan  
County Board of Supervisors this the 16<sup>th</sup> day of March, 2022.

My Commission expires: 7/31/2025.

My Registration number: 256724.

Sandra K Stiltner  
NOTARY PUBLIC

SANDRA K. STILTNER  
Notary Public  
Commonwealth of Virginia  
Reg. #256724  
My Commission Exps. July 31, 2025

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Administrator  
for Buchanan County, Virginia, this the 16<sup>th</sup> day of March, 2022.

My Commission expires: 7/31/2025.

My Registration number: 256724.

Sandra K Stiltner  
NOTARY PUBLIC

SANDRA K. STILTNER  
Notary Public  
Commonwealth of Virginia  
Reg. #256724  
My Commission Exps. July 31, 2025

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Attorney for  
Buchanan County, Virginia, this 16<sup>th</sup> day of March, 2022.

My Commission expires: 7/31/2025.

My Registration number: 256724.

Sandra K Stiltner  
NOTARY PUBLIC

SANDRA K. STILTNER  
Notary Public  
Commonwealth of Virginia  
Reg. #256724  
My Commission Exps. July 31, 2025

**EXHIBIT A**

**INSURANCE COVERAGE RIDER**

<u>COVERAGES</u>	<u>Workmen's</u>	<u>LIMITS OF LIABILITY</u>
Compensation	Employer's	Statutory
Liability		\$100,000 per accident \$100,000 per employee's disease \$500,000 policy limit on disease
Excess Umbrella Liability		\$1,000,000 each occurrence

# BUCHANAN COUNTY BOARD OF SUPERVISORS

Jeff Cooper, Chairman  
Garden District  
Tim Hess, Vice-Chairman  
Hurricane District  
Drew Keene  
Prater District  
G. Roger Rife  
South Grundy District  
James Carroll Branham  
North Grundy District  
Craig Stiltner  
Rocklick District  
Trey Adkins  
Knox District



Robert Craig Horn  
County Administrator

Lawrence L. Moise, III Esq.  
County Attorney

March 16, 2022

Toby Edwards, Director  
Cumberland Plateau Regional Waste  
Management Authority  
P. O. Box 386  
Lebanon, VA 24266

RE: Manpower Service Agreement

Dear Toby:

A regular meeting of the Buchanan County Board of Supervisors was held on Monday the 14<sup>th</sup> day of March 2022. Upon motion by Trey Adkins seconded by Tim Hess and with a roll call vote of seven (7) yeas and zero (0) nays, this board did hereby approve the Cumberland Plateau Regional Waste Management Authority Manpower Service Agreement and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County with the approval as to form by the County Attorney.

If you have any questions, please don't hesitate to contact me at 276.935.6596. Thank you.

Sincerely,

Robert Craig Horn, County Administrator

Enclosure

cc: Ben Looney, Public Works Director

**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY  
MANPOWER SERVICE AGREEMENT**

THIS AGREEMENT made as of this 7<sup>th</sup> day of March, 2022, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Russell, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

WHEREAS, the Authority, after causing the construction thereof, has agreed to operate and manage a transfer station in the County of Russell to ensure the availability of an economical and environmentally sound method to handle and dispose of solid waste generated in Russell County; and

WHEREAS, the Authority desires to secure manpower services to operate the Authority's transfer station; and

WHEREAS, the County has offered to provide said manpower services; and

WHEREAS, the Authority agrees to retain County for manpower services in order to efficiently and economically operate the Authority's transfer station in Russell County; and

WHEREAS, in reliance on this Agreement, the County will employ the certified personnel necessary to ensure County's performance hereunder and will provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

**REPRESENTATIONS AND CERTIFICATIONS**

Both parties hereto specifically represent and certify that each has (1) reviewed and

understands the terms and conditions as stated herein; (2) that each has the requisite right, power and authority necessary for the execution hereof; and (3) that any and all requirements imposed by the Virginia Public Procurement Act have been satisfied.

Both parties hereto, by the execution hereof, expressly and unequivocally agree, that County shall be considered as an Independent Contractor hereunder and that no liability resulting from any willful or negligent act or failure to act by County's employees shall be attributable to the Authority. The County specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the Authority from any suit or claim arising out of any breach of this Agreement by the County. The Authority specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the County from any suit or claim arising out of any breach of this Agreement by the Authority.

#### AUTHORITY AND COUNTY OBLIGATIONS

The Authority agrees to be responsible for costs associated with the operation of the transfer station *except* those cleaning and personal hygiene items, wages, taxes, workmen's compensation insurance, liability insurance and other fringe benefits paid to, or for the benefit of, the workers employed by the County assigned to the Authority's transfer station.

#### QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

The Authority shall maintain the Transfer Station open for performance of this Agreement between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding observed holidays as provided for in the User Agreement executed between the Authority and the County. If the County wishes to open additional hours, it shall do so at its own manpower expense. The actual operating hours may be altered, provided both parties agree to changes in the normal posted hours.

## SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

The County shall be responsible for securing necessary certification and approvals from relevant federal, state and local governmental agencies having jurisdiction over its personnel; provided however, the Authority shall retain responsibility for obtaining all permits and approvals relating to the general operation of the Transfer Station. During the term hereof, the County shall provide the personnel certified by the Virginia Department Of Professional and Occupational Regulations for the daily operation of the Transfer Station, all in compliance and certified with applicable laws and regulations. Transfer Station personnel will report directly to the County Administrator/Director of Solid Waste and the Authority's Director of Waste Services. Job descriptions and responsibilities will be determined by the Authority and the County Administrator. A copy is on file at the Authority office located at 135 Highland Drive, Lebanon, VA. The County shall provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location and County will supply fuel, tags and insurance for this leachate truck. The Authority agrees to provide uniforms/approved boots for the personnel assigned to the transfer station and employees shall be required to wear uniforms daily.

## TERM OF CONTRACT

This Agreement shall be effective as of the 5<sup>th</sup> day of April, 2022. The initial term of this Agreement shall be one (1) year commencing on the 5<sup>th</sup> day of April, 2022. The term of this Agreement shall extend for additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.

## NONDISCRIMINATION

The County shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or handicap.

## INSURANCE

The County or its sub-contractor shall provide and maintain during active operations hereunder, Workers' Compensation Insurance which shall meet the requirement of the Commonwealth of Virginia.

The County or its sub-contractor shall provide and maintain during active operations hereunder Public Liability Insurance, to protect against all claims arising out of the County's negligent or willful acts or omissions in the course of its operations that result in bodily injury, death or property damage.

The County or its sub-contractor shall upon the full execution of this Agreement and thereafter upon request, furnish Authority evidence that the insurance relative to its said acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extent expressly set forth herein.

The limits of liability of all insurance required herein not expressly set forth hereinabove shall be as set forth in Exhibit "A", which is attached hereto and made a part hereof.

## DEFAULT

Except as otherwise provided herein, if either party defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default and the party defaulting shall not have commenced to cure such default within said period and to pursue diligently the completion

thereof, the other party may: (i) terminate this Agreement as of any date at least thirty (30) days after the last day of the thirty (30) day period; (ii) cure the default at the expense of the defaulting party and (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day period such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

#### GENERAL PROVISIONS

Neither party shall assign or transfer, or permit the assignment or transfer of this Agreement or the rights hereunder without the prior written consent of the other party. The Authority expressly reserves the power to demand Contractor to provide qualified personnel at the transfer station. In the event that said employees are not performing to the Authority's needs or specifications, the County will immediately cure said deficiency by supplying alternative qualified personnel. The Contractor will as outlined in this agreement supply at least (3) certified operators as approved by the Virginia Department of Professional and Occupational Regulation Board during daily operations.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, amended or revoked unless in writing and signed by the parties hereto.

From and after the date of this Agreement, the County's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the County. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by the Agreement; national defense requirements; labor strike, lockout or injunction.

If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each term, clause or provision that is illegal, invalid or unenforceable term, clause or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

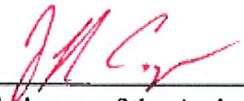
This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and any disputes hereunder shall be resolved by the Circuit Court of Russell County, Virginia.

The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Cumberland Plateau Regional Waste Management Authority, 135 Highland Drive Suite C, Lebanon, VA 24266, or addressed to Russell County, 137 Highland Drive, Lebanon, VA 24266.

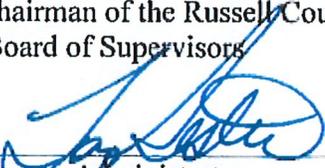
IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this 10<sup>th</sup> day of March, 2022, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CUMBERLAND PLATEAU REGIONAL  
WASTE MANAGEMENT AUTHORITY

By:   
Chairman of the Authority

COUNTY OF RUSSELL BOARD OF  
SUPERVISORS

By:   
Chairman of the Russell County  
Board of Supervisors

By:   
County Administrator

APPROVED AS TO FORM

  
Deputy County Attorney for Russell County

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by Chairman of Cumberland Plateau  
Regional Waste Management Authority this the 10<sup>th</sup> day of March, 2022.

My Commission expires: 7/31/2024.

My Registration number: 7342993.

Toby Franklin Edwards  
NOTARY PUBLIC

Toby Franklin Edwards  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. # 7342993  
My Commission Expires 7/31/2024

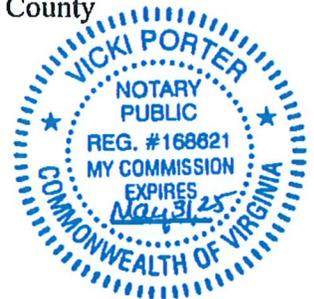
STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Russell County  
Board of Supervisors this the 7<sup>th</sup> day of March, 2022.

My Commission expires: May 31, 2025.

My Registration number: 168621.

Vicki Porter  
NOTARY PUBLIC



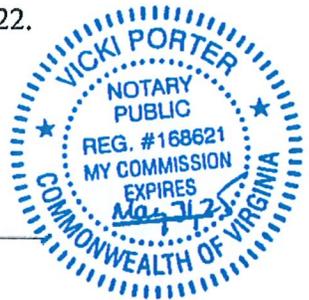
STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Administrator  
for Russell County, Virginia, this the 7<sup>th</sup> day of March, 2022.

My Commission expires: May 31, 2025.

My Registration number: 168621.

Vicki Porter  
NOTARY PUBLIC



STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Deputy County Attorney  
for Russell County, Virginia, this 7<sup>th</sup> day of March, 2022.

My Commission expires: May 31, 2025.

My Registration number: 168621.

Vicki Porter  
NOTARY PUBLIC



**EXHIBIT A**

**INSURANCE COVERAGE RIDER**

COVERAGES Workmen's

LIMITS OF LIABILITY

Compensation Employer's

Statutory

Liability

\$100,000 per accident \$100,000  
per employee's disease \$500,000  
policy limit on disease

Excess Umbrella Liability

\$1,000,000 each occurrence

CATEGORY	State Appropriation	Approved BRS	Revised Appropriations	Local %	Local Funds Needed	Current Expenditures	YTD Expenditures	Current Local Match needed	% Expenditures	Projected Expenditures	Projected +/-	Budget Line Balance
804-Auxiliary Grant (S-80% L-20%)	310,958.00	81,000.00	391,958.00	20.00%	78,391.60	34,783.00	318,983.54	63,796.71	81.38%	382,780.25	9,177.75	72,974.46
808-TANF Manual Checks (F-51% S-49%)	1,000.00	-	1,000.00	0.00%	-	-	(92.00)	-	-9.20%	(110.40)	1,110.40	1,092.00
810-TANF Emergency Assistance (F-51% S-49%)	1,500.00	-	1,500.00	0.00%	-	-	-	-	0.00%	-	1,500.00	1,500.00
811-IV-E Foster Care (F-50% S-50%)	555,363.00	65,000.00	620,363.00	0.00%	-	39,845.11	464,697.44	-	74.91%	557,636.93	62,726.07	155,665.56
812-Federal Adoption Assistance (F-50% S-50%)	1,310,064.00	-	1,310,064.00	0.00%	-	92,802.00	1,007,155.96	-	76.88%	1,208,587.15	101,476.85	302,908.04
813- General Relief (S-62.5% L-37.5%)	-	-	-	37.50%	-	-	-	-	Uncalculable	-	-	-
814- Fostering Futures (F-50% S-50%)	23,984.00	25,000.00	48,984.00	0.00%	-	4,749.65	39,731.13	-	81.11%	47,677.36	1,306.64	9,252.87
815- Fostering Futures Federal Adoption Assistance (F-50% S-50%)	-	-	-	0.00%	-	-	-	-	Uncalculable	-	-	-
817-State Adoption Assistance (S-100%)	326,477.00	14,000.00	340,477.00	0.00%	-	25,223.00	278,422.00	-	81.77%	334,106.40	6,370.60	62,055.00
818- Fostering Futures State Adoption Assistance (S-100%)	-	-	-	0.00%	-	-	-	-	Uncalculable	-	-	-
820-Adoption Incentive (F-100%)	-	-	-	0.00%	-	-	-	-	Uncalculable	-	-	-
829-Family Preservation (F-84% S-.5% L-15.5%)	5,610.00	-	5,610.00	15.50%	889.55	-	4,453.54	690.30	79.39%	5,344.25	265.75	1,156.46
830- Child Welfare Substance Abuse & Supplemental Services (S-84.5% L-15.5%)	6,684.00	-	6,684.00	15.50%	1,036.02	66.19	2,479.45	384.31	37.10%	2,975.34	3,708.66	4,204.55
833-Adult Services (F-80% L-20%)	26,578.00	-	26,578.00	20.00%	5,315.60	1,015.85	15,048.17	3,009.63	56.62%	18,057.80	8,520.20	11,529.83
835-IV-E Prevention Services Program	84,871.00	-	84,871.00	0.00%	-	-	4,788.00	-	5.64%	5,745.60	79,125.40	80,083.00
843-Central Service (F-50% L-50%)	-	-	-	50.00%	-	-	-	-	Uncalculable	-	-	-
847-Current Year S&O-No Local Match	111,697.00	-	111,697.00	0.00%	-	10,595.82	90,505.38	-	81.03%	-	111,697.00	21,191.62
848-TANF-UP Manual Checks (S-100%)	1,000.00	-	1,000.00	0.00%	-	-	-	-	0.00%	-	1,000.00	1,000.00
849-Staff & Operations Medicaid Expand (F-100%)	82,063.00	-	82,063.00	0.00%	-	-	82,063.00	-	100.00%	-	82,063.00	-
851-LDSS Surge Overtime	-	-	-	15.50%	-	-	-	-	Uncalculable	-	-	-
855-Staff & Operations Base (F-50% S-34.5% L-15.5%)	2,899,799.00	13,457.00	2,913,256.00	15.50%	451,554.68	251,040.22	2,216,023.89	343,483.70	76.07%	2,659,228.67	254,027.33	697,232.11
858-Staff & Operations Pass Thru (F-32% L-68%)	-	-	-	68.00%	-	-	-	-	Uncalculable	-	-	-
861-ILP Education & Training Vouchers (F-80% S-20%)	1,173.00	-	1,173.00	0.00%	-	-	-	-	0.00%	-	1,173.00	1,173.00
862-Independent Living (F-80% S-20%)	4,800.00	1,600.00	6,400.00	0.00%	-	161.77	3,277.92	-	51.22%	3,933.50	2,466.50	3,122.08
864-Respite Care for Foster Families (F-35.64% S-64.36%)	750.00	250.00	1,000.00	0.00%	-	-	150.00	-	15.00%	180.00	820.00	850.00
865-SNAPET Able-Bodied Adults without Dependents (F-100%)	-	-	-	0.00%	-	-	-	-	Uncalculable	-	-	-
866-Safe & Stable Family (F-75% S-9.5% L-15.5%)	45,567.00	(4,157.00)	41,410.00	15.50%	7,062.89	4,645.65	32,170.90	4,986.49	77.69%	38,605.08	2,804.92	9,239.10
868-PSSF COVID	11,435.00	-	11,435.00	0.00%	-	777.97	777.97	-	6.80%	933.56	10,501.44	10,657.03
872-VIEW Purchased Services (F-25% S-59.5% L-15.5%)	67,068.00	-	67,068.00	15.50%	10,395.54	682.24	8,247.70	1,278.39	12.30%	9,897.24	57,170.76	58,820.30
873-Foster Parent Training (F-56.1% L-43.9%)	900.00	-	900.00	43.90%	395.10	-	-	-	0.00%	-	900.00	900.00
884-Chafee Independent Living COVID	7,884.00	9,258.00	17,142.00	0.00%	-	-	-	-	0.00%	-	17,142.00	17,142.00
885-Chafee Education and Training Voucher COVID	3,000.00	-	3,000.00	0.00%	-	-	-	-	0.00%	-	3,000.00	3,000.00
895- Adult Protective Services (F-84.5% L-15.5%)	15,780.00	-	15,780.00	15.50%	2,445.90	290.00	8,276.19	1,282.81	52.45%	9,931.43	5,848.57	7,503.81
896-Adult Protective Services COVID	10,400.00	-	10,400.00	0.00%	-	-	-	-	0.00%	-	10,400.00	10,400.00
Local Only (L-100%)	-	-	-	100.00%	-	888.12	9,738.52	9,738.52	Uncalculable	11,686.22	-	(9,738.52)
<b>LASER TOTAL</b>	<b>\$ 5,916,405.00</b>	<b>\$ 205,408.00</b>	<b>\$ 6,121,813.00</b>		<b>\$ 557,466.88</b>	<b>\$ 467,566.59</b>	<b>\$ 4,586,898.70</b>	<b>\$ 428,650.87</b>	<b>74.93%</b>	<b>\$ 5,297,196.38</b>	<b>\$ 836,302.84</b>	<b>\$ 1,534,914.30</b>
<b>TOTAL LOCAL FUNDS NEEDED</b>					<b>\$ 567,205.40</b>							
871-VIEW WK&TR DC	38,629.26	-	38,629.26	0.00%	-	802.00	6,079.00	-	15.74%	8,105.33	30,523.93	32,550.26
878 Head Start Transition to Work	-	-	-	0.00%	-	-	-	-	Uncalculable	-	-	-
883-Non-VIEW D/C 100%	439,804.59	-	439,804.59	0.00%	-	19,328.00	200,601.00	-	45.61%	267,468.00	172,336.59	239,203.59
<b>VACMS TOTAL</b>	<b>\$ 478,433.85</b>	<b>\$ -</b>	<b>\$ 478,433.85</b>		<b>\$ -</b>	<b>\$ 20,130.00</b>	<b>\$ 206,680.00</b>	<b>\$ -</b>		<b>\$ 275,573.33</b>	<b>\$ 202,860.52</b>	<b>\$ 271,753.85</b>
<b>TOTAL BUDGET</b>	<b>\$ 6,394,838.85</b>	<b>\$ 205,408.00</b>	<b>\$ 6,600,246.85</b>		<b>\$ 557,466.88</b>	<b>\$ 487,696.59</b>	<b>\$ 4,793,578.70</b>	<b>\$ 428,650.87</b>		<b>\$ 5,572,769.72</b>	<b>\$ 1,039,163.36</b>	<b>\$ 1,806,668.15</b>

**Operating - The Russell County Public Service Authority**  
**Profit and Loss**  
 March 2022

	Total	
	Mar 2022	Jul 2021 - Mar 2022 (YTD)
<b>Income</b>		
4000.10 Water Revenue - Lebanon	\$129,542.06	\$1,135,561.78
4000.20 Water Revenue - Castlewood	\$97,287.89	\$831,744.85
4100.10 Sewer Revenue - Lebanon	\$909.07	\$11,727.48
4100.20 Sewer Revenue - Castlewood	\$19,637.39	\$182,599.64
4200.10 Trash Revenue	\$10,320.73	\$64,002.63
4300.10 Hookup Fees Revenue - Water - Lebanon	\$1,955.42	\$32,719.22
4300.21 Hookup Fees Revenue - Water - Castlewood	\$620.00	\$9,120.00
4310.10 Reconnect Revenue - Water - Lebanon	\$178.00	\$22,845.09
4310.21 Reconnect Revenue - Water - Castlewood	\$1,482.53	\$21,604.06
4600.10 County Contributions - Lebanon	\$7,740.00	\$300,462.69
4600.22 County Contributions - Sewer - Castlewood	\$6,916.58	\$46,348.50
4700.23 Grant Income - Equipment Purchase	\$40,085.00	\$40,085.00
4900.10 Late Fee, Penalties & Assessment Revenue - Water - Lebanon	\$6,248.65	\$47,450.70
4900.21 Late Fee, Penalties & Assessment Revenue - Water - Castlewood	\$1,149.79	\$15,572.53
4900.22 Late Fee, Penalties & Assessment Revenue - Sewer - Castlewood	\$254.62	\$4,853.00
4910.10 Miscellaneous Revenue - Water - Lebanon	\$0.00	\$237.06
4920.10 Transfer Fee Income - Water - Lebanon	\$150.00	\$3,920.00
4920.21 Transfer Fee Income - Water - Castlewood	\$0.00	\$4,250.00
4920.22 Transfer Fee Income - Sewer - Castlewood	\$0.00	\$150.00
4950.10 Sale of Product Income - Water - Lebanon	\$300.50	\$2,478.80
4960.10 Return Check/Return Fee - Water - Lebanon	\$0.00	\$82.25
4960.21 Return Check/Return Fee - Water - Castlewood	\$0.00	\$420.00
4960.22 Return Check/Return Fee - Sewer - Castlewood	\$0.00	\$35.00
<b>Total Income</b>	<b>\$324,778.23</b>	<b>\$2,778,270.28</b>
<b>Gross Profit</b>	<b>\$324,778.23</b>	<b>\$2,778,270.28</b>
<b>Expenses</b>		
5000.10 Water Purchases - Lebanon	\$24,743.81	\$278,960.57
5000.21 Water Purchase - Castlewood	\$808.50	\$6,454.70
5100.10 Sewer Fees - Lebanon	\$798.98	\$8,863.55
6000.01 Payroll Expenses - Taxes	\$0.00	(\$2,407.40)
6030.00 Uniforms	\$1,534.55	\$6,185.42
6031.00 Employment Related Health Expense	\$50.00	\$514.00
6040.20 Bank Service Charges - Castlewood	\$0.00	\$250.00
6070.00 Retirement, VRS & Hybrid Expense	\$4,081.06	\$41,492.76
6090.21 Contract Labor - Water - Castlewood	\$3,605.00	\$13,352.50
6090.22 Contract Labor - Sewer - Castlewood	\$840.00	\$20,947.50
6100.00 Insurance Health, Dental, Vision	\$15,277.60	\$164,382.80
6110.00 Insurance - Short term Disability/Life Insurance	\$2,676.33	\$8,028.99
6120.00 Insurance - Worker's Compensation	\$7,599.25	\$19,664.75
6130.00 Insurance - Liability Insurance	\$0.00	\$41,753.00
6140.00 Telephone/Cell	\$2,772.77	\$25,702.48
6150.00 Electric	\$9,752.66	\$73,123.20
6160.00 Internet	\$741.86	\$7,987.80
6170.00 Other Utilities	\$0.00	\$572.00
6180.00 Chemicals	\$2,700.00	\$10,224.00
6185.00 Samples	\$3,521.85	\$21,420.19

## Litter/Code Enforcement Report

Date-

	<u>Name</u>	<u>Address</u>	<u>1<sup>st</sup> Visit</u>	<u>Notes</u>
1.	Gene Couch	Walnut Hills/Memorial Dr Castlewood	3/31/2022	EPA Warning
2.		166 Dante Rd.	3/31/2022	Unfounded
3.	Eric Vance	640 Clark's Valley Rd.	3/31/2022	Cleaned Complied
4.		1246 Buffalo Rd Castlewood	3/31/2022	Dump on right of way
5.	Barbara Jones (tenant)	3933 Swords Creek Rd. Gomez Apartments	3/31/2022	Certifited Letter
6.		475 Arrowhead Circle	3/29/2022	Cleared Complied
7.	Benjamin Couch	10704 Redbud Hwy Honaker	4/5/2022	Certified Letter Partially cleaned
8.	Loraine Byrd	468 Simmons Town Rd. Raven	3/31/2022	Certified Letter
9.	Lesa Huffman	107 Love Road Lebanon	3/29/2022	working on issue

10.	Brian D. Wallace	215 Bostic Hollow Rd. Swords Creek	3/31/2022	Partially Complied
11.	Christy Honaker	75 Grand Haven Drive Lebanon	4/1/2022	Complied
12.	(Litter)	Thomas Warner Rd. Moccasin	4/15/2022	(found suspect) Area Cleaned by suspect
13.	Tiller Residence	85 Hill Top Rd. Dante	4/15/2022	spoke with brother
14.	Jackie Meade	2620 Cambell Hollow Road Honaker, Va.	4/18/2022	

10.

11.

12.

13.

# Litter Control Report

## April 2022

### James Brooks

640 Clarks Valley Rd.	Eric Vance	3/31/2022 Cleaned up--Complied
3933 Swords Creek Rd.	Barbara Jones(tenant)	3/31/2022 Certified Letter
10704 Redbud Hwy	Benjamin Couch	4/5/2022 Certified Letter
468 Simmons Town Rd.	Loraine Byrd	3/31/2022 Certified Letter
107 Love Rd	Lesa Huffman	3/29/2022 Working on Issue
215 Bostic Hollow Rd. Swords Creek	Brian D. Wallace	3/31/2022 Partially complied
75 Grand Haven Dr. Lebanon, VA	Christy Honaker	4/1/2022 Complied
Thomas Warner Rd		4/15/2022 found suspect, Area cleaned by suspect
Walnut Hills St. / Memorial Dr. Castlewood, VA	Gene Couch	3/31/2022: EPA Warning
85 Hill Top Rd.	Tiller Residence	4/15/2022 Spoke with Brother

**Litter Control Report**  
**April 2022**  
**James Brooks**

2620 Campbell Hollow Rd.	Jackie Meade	4/18/2022
166 Dante Rd.		3/31/2022 Unfounded
1246 Buffalo Rd.		3/31/2022: Dump on Right of Way
475 Arrowhead Circle		3/29/2022 Cleared--Complied