

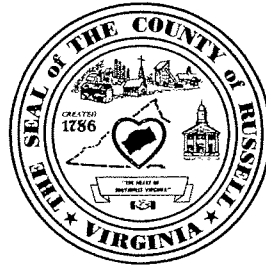
RUSSELL COUNTY  
BOARD OF SUPERVISORS  
MONDAY – NOVEMBER 1, 2010  
6:00 P.M.  
RUSSELL COUNTY  
GOVERNMENTAL CENTER

*Please post  
on-line - all  
10/27/10*

Members

Danny L. Brown, Chairman  
Bill Wampler, Vice Chairman  
Jon Bowerbank  
Robert J. Keene  
Ernest "Shy" Kennedy  
Joseph Puckett

**RUSSELL COUNTY**



James A. Gillespie  
County Administrator

P. O. Box 1208  
Lebanon, Virginia 24266  
Phone (276) 889-8000  
Fax (276) 889-8011  
russellcounty@bvunet.net

**BOARD OF SUPERVISORS**

**AGENDA  
MONDAY  
NOVEMBER 1, 2010**

- |                                  |   |          |
|----------------------------------|---|----------|
| 6:00 P.M.                        | CALL TO ORDER<br>Pledge of Allegiance to the Flag<br>Invocation   |          |
| 6:00 P.M.                        | CORNELIA ESTEP & SCOTT JESSEE<br>Russell County Extension Service | p. 1-17  |
| 6:45 P.M.                        | PUBLIC COMMENT  |          |
| <br><b><u>Other Business</u></b> |   |          |
| 1.                               | Approval of Minutes of October 4, 6, 2010 Meetings                | p. 18-23 |
| 2.                               | Approval of Bills   |          |
| 3.                               | Russell County Planning Commission Minutes                        | p. 24-25 |
| 4.                               | Appalachian Juvenile Commission Service Agreement                 | p. 26-43 |
| 5.                               | Appointment on Castlewood Water & Sewage Authority                | p. 44-45 |
| 6.                               | Request from Health Department                                    | p. 46-47 |
| 7.                               | Holiday Schedule for Courts and County Offices                    | p. 48    |
| 8.                               | Report from Conrad Hill   | p. 49    |
| 9.                               | Closed Session of the Board of Supervisors                        | p. 50    |
| 10.                              | Attorney Reports  |          |

The following is a letter from Virginia Tech outlining their blueprint for the future of the Virginia Cooperative Extension Service (pages 2-14).

Attached to the letter is a single page (page 15) listing the thoughts of retired extension agents from across the State and their perception of the actions of Virginia Tech.

Our local Extension Agents, Cornelia Estep and Scott Jessee, have requested to appear before the Board of Supervisors and request the Board's support for the following resolution. If the Board passes the resolution the following letter on pages 16 & 17 will be sent to our legislators.

## **RESOLUTION**

**WHEREAS**, agriculture is an important part of the economic and historic foundation of Russell County and contributes over \$23,000,000 to the local economy; and

**WHEREAS**, the education and support of Russell County agriculture comes through our local Virginia Cooperative Extension agents housed in the Russell County Governmental Center; and

**WHEREAS**, the operation of the local Extension service has traditionally been funded 2/3 by Virginia Tech with local support funded by the Russell County Board of Supervisors; and

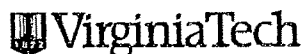
**WHEREAS**, with recent cuts by the Virginia General Assembly Virginia Tech has applied almost the entire cut to the Extension Service which resulted in an approximate 10% cut to the Virginia Cooperative Extension Service;

**NOW THEREFORE BE IT RESOLVED**, by the Russell County Board of Supervisors to respectfully request that the Virginia General Assembly appropriate sufficient funds to continue the programs and services which comprised the original mission of Extension Service, especially agricultural programs at the local level.

**AND BE IT FURTHER RESOLVED**, that sufficient time and study be given to completely explore the adverse financial impact on the services traditionally offered by the local extension office, the unfavorable economic impact on the agriculture citizens that it serves, and the goal and mission of the Virginia Cooperative Extension Service.

# Virginia Cooperative Extension

*A partnership of Virginia Tech and Virginia State University*



College of Agriculture  
and Life Sciences



School of Agriculture  
Virginia State University

**Office of the Director**

101 Hutcheson Hall (0402), Virginia Tech  
Blacksburg, VA 24061  
540-231-5299 Fax: 540-231-4370  
algrant@vt.edu

October 7, 2010

Dear VCE Faculty and Staff, and Friends of Extension,

We are pleased to present you with Virginia Cooperative Extension's "blueprint" for the future. This document outlines our plan for creating a dynamic, innovative organization that will allow us to effectively deliver science-based information to Virginia's communities.

It has been more than 18 months since we began developing our strategic and restructuring plans for Extension. We have tried to make the process as open as possible and we are very grateful for everyone who took the time to participate and provide input and feedback.

We feel that we have developed an organizational model that enables us to create and deliver high-quality programs that use science-based information to meet the needs of clientele, while providing a presence in each locality. It also allows local governments a choice of program delivery that meets their needs. The plan gives us the flexibility to respond to emerging issues and changes in funding. Most importantly, it allows us to continue to support rural areas and traditional agricultural industries while paving the way for new economic opportunities across the breadth of today's agriculture, food, and fiber industries.

This plan is only the first step. Over the next six months, implementation teams will work with localities, stakeholders and employees to implement the plan. We will be working with local county and municipal leadership to determine local priorities and put into place specific regional centers to assist in addressing those priorities. We will also be working with human resources to clarify position responsibilities and assist in transitioning employees to new roles. We are confident that the direction we are taking is in the best interest of VCE at this time and we are optimistic that your continued involvement will define a strong future for VCE.

Sincerely,

Alan Grant  
Dean, College of Agriculture and Life Sciences  
Interim Director, Virginia Cooperative Extension  
Virginia Tech

Wondi Mersie  
Associate Dean and Director of Research  
Interim Extension Administrator  
Virginia State University

[www.ext.vt.edu](http://www.ext.vt.edu)

Extension is a joint program of Virginia Tech, Virginia State University, the U.S. Department of Agriculture, and state and local governments. Virginia Cooperative Extension programs and employment are open to all, regardless of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. An equal opportunity/affirmative action employer.

## Restructuring Virginia Cooperative Extension for the 21st Century

This plan is based on recommendations to restructure management and programming operations within Virginia Cooperative Extension (VCE) to support the implementation of the 2011-2016 strategic plan. The plan is based on the experiences of other states, the input of faculty and staff, and the input of stakeholders including state and county government officials, industry representatives, and other key partners. The restructuring plan is a blueprint to shape future planning and analysis of program implementation and reflects three core organizational structures related to programming, local presence, and organizational structure. Further work that will engage specific audiences in detailed implementation planning will begin in October 2010. Transition from the existing structure to the new structure is expected to begin in fall 2010 and continue through fiscal year 2013 in order to accommodate the budget cycles of local government partners.

### Rationale, why restructure?

While the impetus for change focused on reduced state funding, the changing state demographics, technology, and societal expectations have challenged VCE's traditional content and program delivery model. In the 2010 budget bill, state funding reductions eliminated \$5.5 million for Virginia Cooperative Extension and the Virginia Agricultural Experiment Station and included a \$1 million reduction targeted specifically at restructuring VCE. Moreover, specific direction was given to VCE to report on the results of its strategic planning efforts. Specifically, VCE was charged to develop a plan that:

1. Places priority on the historic mission of Extension to fulfill the land-grant mission in partnership with the U.S. Department of Agriculture.
2. Defines programming, locations, and funding sources.
3. Addresses potential duplication of effort with state and local agencies.
4. Eliminates low-priority programs.
5. Seeks to restructure and consolidate local offices in a manner that is financially and logistically beneficial while preserving delivery of critical programs in high-priority areas.

VCE's historic mission to "provide information and knowledge ... through instruction and the dissemination of useful and practical information" in partnership with the Virginia Agricultural Experiment Station has contributed to the sustainability of an agriculture and forestry industry with an economic impact of more than \$79 billion<sup>1</sup>. When Congress created the Cooperative Extension System nearly a century ago to address exclusively rural agricultural issues, more than 50 percent of the U.S. population lived in rural areas, and 30 percent of the workforce was engaged in farming. Fewer than 2 percent of Americans farm for a living today, and only 17 percent of Americans now live in rural areas<sup>2</sup>.

---

1. Virginia Department of Agriculture and Consumer Services, [www.vdacs.virginia.gov/agfacts/index.shtml](http://www.vdacs.virginia.gov/agfacts/index.shtml).  
2. National Institute of Food and Agriculture, [www.csrees.usda.gov/qlinks/extension.html](http://www.csrees.usda.gov/qlinks/extension.html).

Today's Extension program must bring economic value to citizens and leverage its ability to deliver science-based developments to the advantage of Virginia citizens.

The restructuring plan will enable an organizational structure that:

- Enables development and delivery of high-quality, research-based programs to meet the needs of communities.
- Links research and development activities from Virginia Tech and Virginia State University campuses with the delivery of educational programs across the state.
- Includes a delivery mechanism with a local presence.
- Allows local governments to have choices in their partnership in the delivery of programs that meet local needs.
- Continues to support rural areas and traditional agricultural industries, while paving the way for new economic opportunities across the breadth of today's agriculture, food, and fiber industries.
- May be adapted to meet evolving or emerging issues facing Virginians.
- Has an administrative and managerial structure that is efficient and can effectively focus resources on program delivery with minimum administrative overhead requirement.
- Integrates with the VCE Strategic Plan and the national program priorities of the federal funding partner, the National Institute of Food and Agriculture (NIFA).
- Updates position responsibilities, job functions, individual accountabilities, and performance standards for faculty and staff.
- Continues to invest in a network of skilled professionals through an ongoing commitment to professional and skill development.

#### *Current situation, structure, staff, financing, and challenges*

At the beginning of fiscal year 2010, VCE eliminated two management positions and six program leadership positions and reorganized supervisory responsibilities. In addition, 32 Extension agents and 12 Extension specialists retired as part of an early retirement incentive program. These changes enabled VCE to meet immediate fiscal challenges, while the staffing and program delivery mechanism remained the same as in previous years.

Almost 200 Extension agents and 100 support staff are housed in a network of 106 county and city-based offices across the state. Localities share in the salary costs of the agents and provide additional financial support, including office rent and operating costs. Some localities also pay the full cost of additional Extension program faculty. The direct local funding support of \$5 million is supplemented by an additional \$8 million of in-kind county support for office costs, operating support, county-paid staff, and travel assistance. In addition to the field network, there are more than 80 Extension specialists who work on the campus of Virginia Tech and at 12 Agricultural Research and Extension Centers (ARECs) across the state. Additional Extension faculty work under the direction of Extension programs managed from Virginia State University (VSU), which partners with Virginia Tech to make up VCE.

An agent in each county is designated the “unit coordinator” and charged with managing the business and operations functions of the county Extension operation, supervising the staff, acting as a liaison to county administration, and building relationships with local stakeholders. All agents in the county report to one of four district directors in the state. Thus, district directors supervise 40 to 60 Extension agents. District directors, along with a support staff position and a technology support position, are housed in a location that is somewhat central to each district. This site is usually a leased facility.

Programs are implemented through four program areas: Agriculture and Natural Resources, 4-H Youth Development, Family and Consumer Sciences, and Community Viability. Each program area is led by an associate director who serves as an interface between specialists and agents to implement a variety of Extension programs throughout the state.

### Process, connection to strategic planning, and leadership benchmarking white paper

In the spring of 2010, Dean Alan Grant of Virginia Tech’s College of Agriculture and Life Sciences (CALs) charged the leadership team of VCE (which included the district directors, associate directors, directors of human resources and finance at CALs, and the associate dean and associate administrator at VSU) to complete a review of other states that had faced similar issues to those of VCE and had responded through a restructuring effort. This team focused on the restructuring efforts of Iowa, Ohio, Minnesota, and Wyoming. Their analysis led to the following guiding principles:

1. **Enhance campus/field interaction:** Virginia’s plan should facilitate a greater connection between Virginia Tech and Virginia State University field Extension and on-campus departments, faculty, and administration to ensure that programs are science-based, meet community needs, and are delivered effectively. Current strategic planning efforts will provide program emphasis areas for the Extension program in Virginia.
2. **Create efficiencies in the VCE delivery model:** Delivery of VCE programs should eliminate artificial regional and programmatic boundaries in order to address needs identified through strategic planning, NIFA priorities, and ongoing situation analysis.
3. **Reduce administrative costs:** Streamlining the administrative structure of Extension.
4. **Maintain a local presence:** Maintaining a local presence throughout Virginia in support of the infrastructure that separates and empowers Extension’s delivery capacity and connectivity with the residents it serves.
5. **Enhance relationships:** Connection and/or reconnection with key partners/stakeholders at campus, local, and state levels is critical.
6. **Evaluate programs:** Elimination of duplicative programming and a renewed commitment to Extension’s historic mission. Look to potential rebranding of some program areas to emphasize their connection to the strategic plan and the historic mission of Extension.

In June 2010, Dean Grant assembled a nine-member task force (appendix A) and charged them with engaging stakeholders in developing a recommendation for changing the structure of VCE. The task force was asked to build on the work done by the leadership team and to organize several

subcommittees composed of specialists, agents, administrators, and stakeholders to provide input on delivery mechanisms, management and organizational structure, and funding models.

### Input through subcommittees

The task force assigned leadership for three subcommittees: (1) enhance agent/specialist interaction, (2) maintain a local presence, and (3) enhance relationships. The leadership teams subsequently formed subcommittees drawn from a cross section of faculty, staff, and stakeholders, and each subcommittee designed mechanisms to collect information from target groups.

The “enhance agent/specialist interaction” team developed an open-ended survey that was initially vetted by a small group of agents and specialists and then distributed to 40 subcommittee members who represented campus- and AREC-based specialists, field agents, and administrators in all areas of VCE programming. Responses were obtained from 38 individuals and used to form the subcommittee’s recommendations (appendix B).

The “local presence” team developed a survey instrument that was distributed to city and county government officials, volunteers, and other stakeholders and to field Extension staff. More than 2,500 responses were received (appendix C).

The “enhance relationships” team identified 42 key stakeholders, industry representatives, elected officials, and other key leaders. Each invitee was asked to participate in a face-to-face interview or to complete a questionnaire. Of those invited, 23 stakeholder groups involving 40 individuals participated and provided in-depth responses (appendix D).

### Common recommendations and key findings

Each subcommittee made recommendations of their findings to the task force in September 2010. The recommendations were organized into five themes, which would serve as a platform for restructuring:

1. The programming process.
2. Geographic structure.
3. Administration and management.
4. Professional development.
5. Organizational marketing and communication.

From these themes, the task force framed a structural model to guide the next phases of the restructuring process. The task force did not address organizational and marketing issues as part of its recommendations on reorganization.

### Adoption of the recommendations

Following the work of the task force, the dean reviewed the recommendations and discussed them with the leadership of the university, the deans of the Virginia-Maryland Regional College of Veterinary Medicine and the College of Natural Resources and the Environment, department heads, AREC directors, district directors, and associate directors. The dean also received feedback on the recommendations from the 229 Council, which provides coordination for Virginia Tech’s outreach and

engagement activities, and from the university provost, Mark McNamee. Virginia State University was also included in discussions.

### The Restructuring Plan

#### The programming model

Extension will continue its historic mission and will place priority on program development in agriculture and natural resources and in 4-H youth development. The programming model is flexible, allowing Extension programs to be developed around issues from the strategic plan. In this way, programming can include a range of services designed to meet local needs. Program delivery will take advantage of multiple delivery modes, including technology, and will be focused on science-based research, delivered through an educational program model. The programming model will focus on a close and effective relationship between Extension specialists and the Extension field faculty. Some constructive features of the existing system have been retained, but the programming process will be strengthened to improve and sustain quality and to build stronger relationships between research activities and field delivery.

The program development and delivery model will be strengthened by establishing “issue-based program teams,” which will design educational programs that can be delivered in the state through a network of locally based field faculty. To recognize and stress the importance of field-based faculty in this process, agents (or “field faculty”) will be renamed “Extension educators.” The term “educator” more accurately defines the role of our field faculty than does “agent.” Extension educators will have an employment rank based on skills and competency-based promotion. To increase the quality of program delivery, Extension educators will focus on specific programs and be supervised by a series of “area program leaders” who will have a high level of expertise in a subject matter and can effectively train and mentor Extension educators in the delivery of program materials. The programming model is illustrated in figure 1.

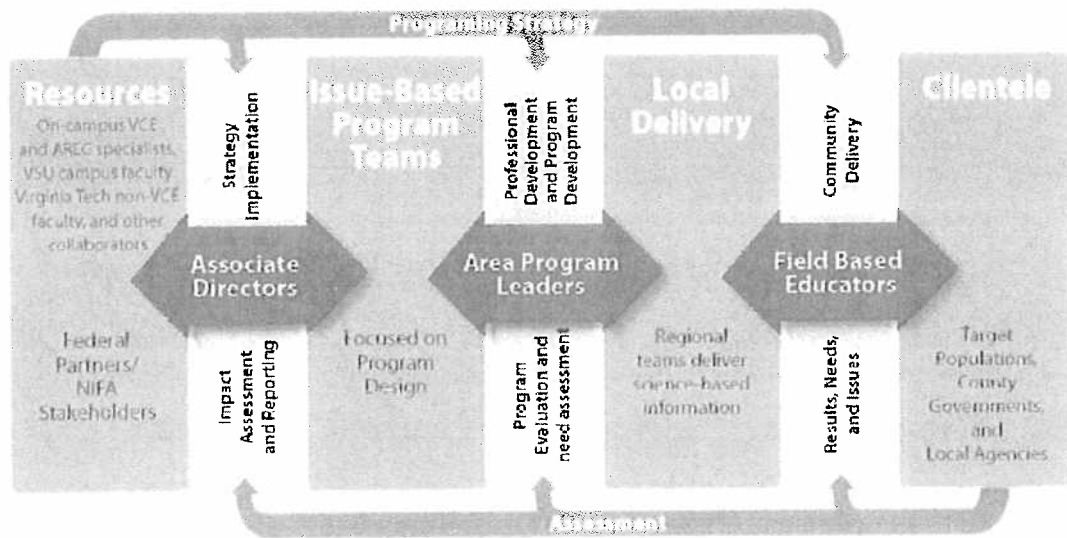


Figure 1. The programming model.

Associate directors will be assigned the responsibility of (1) acting as a liaison to federal partners and key external stakeholders, and (2) facilitating the formation of issue-based program teams. These teams will consist of specialists, experts, area program leaders, and Extension educators and will be charged with developing a program around issues identified as part of the strategic planning process. The teams will develop a business plan that articulates the intended program objectives, resources, and anticipated program impacts. Area program leaders will be selected from existing field faculty and charged with training Extension educators in the delivery of the program designed to target audiences. Area program leaders will supervise Extension educators and exercise control over program quality. Results, program evaluation, and program assessment will return through the programming chain to the issue-based program team so that programming can be continuously refined.

#### Key components:

- Issue-Based Program Teams work to develop programming
- Local needs can be addressed through program evaluation
- Area Program Leaders supervise Extension Educators
- Focus on delivery of high quality, research based programs to meet local needs.
- Formal process of program planning and assessment

#### Structuring for local presence and local choice

Having a local presence is important to the partnership between local government and VCE. Many localities feel that VCE should continue to have a facility within its county, while other counties are more focused on the local delivery of programs regardless of the physical location of offices. Currently, VCE does not pay for local office facilities but is provided space by counties. Simply closing offices offers no financial advantage to VCE and jeopardizes important local support.

Recognizing that VCE cannot maintain quality programming with limited resources, VCE will adopt a regional model of Extension educators clustered around a “business center” that serves a three- to five-county “region.” In this model, VCE support staff positions in county offices will be repurposed or moved to a business center. The business center will house one unit coordinator position, one business manager position, and one or more Extension educators serving that region. Additional positions, such as technology support and specific program positions that may serve multiple regions may also be located at the business center. Localities will be given choices about their level of participation. Each county will be offered the option to house one Extension educator that they feel will meet their local needs. This educator will be funded in partnership between VCE and the locality. Localities may elect to support *additional* Extension educators located in their county/city to work on specific programs. These additional Extension educators will be paid for in full by local resources. Some counties may elect to have a locally based Extension educator with more limited responsibilities and at a lower cost. These positions will be defined as assistant Extension educators. Other localities may decide that they do not

want an educator located in their county. By clustering counties, all educators in the region — regardless of their office location and program discipline — will work together to deliver a full array of Extension programs across the region.

Figure 2 illustrates the regional model.

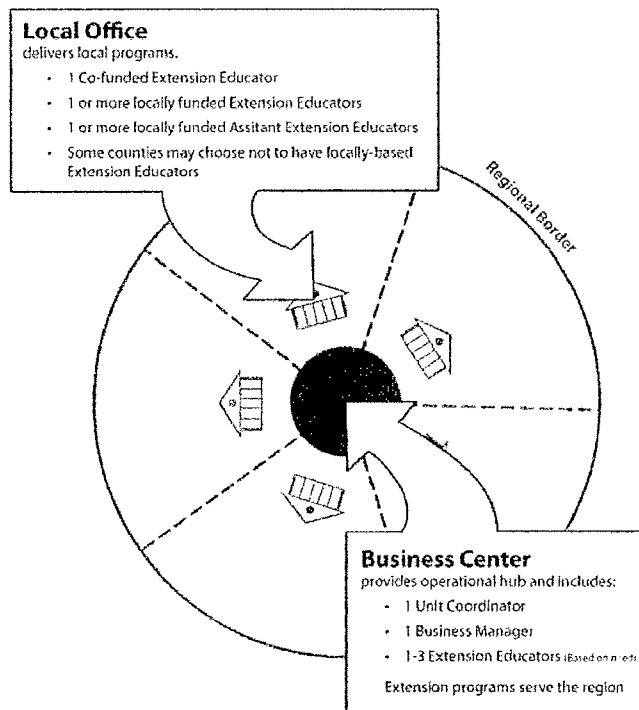


Figure 2. A five-county regional model.

This model illustrates a five-county region with the business center as its operational hub. Planning will begin in fall 2010 to identify 22 regional business centers across the state using the existing 22 planning districts as a guide. In the next six months, district directors and unit coordinators will work with local governments to determine the needs of localities and develop specific county groupings, staffing needs, and business center locations. Business center operations will be located in existing facilities that are large enough to meet needs; their location will depend on the input of localities.

Localities currently pay a portion of the salaries of Extension faculty in their county/city. This system can be cumbersome to administer and cause variations in local budgets. A new, simplified financial structure will be explored with localities. The goal will be to create a financial partnership that does not increase the current costs to localities, implements a simplified rate structure, supports budget planning, and reduces administrative inefficiency. The leadership of VCE will work with local leaders to meet this goal in the coming months.

**Key components:**

- Localities prioritize positions for co-funding and can add additional positions.
- Business center will handle all administrative functions in the region.
- Extension educators housed in the business center, together with locally based agents, will deliver Extension programs throughout the region.
- Ensures access to programming through increased collaboration.

**Reporting structure**

District directors were challenged to effectively supervise a large number of faculty members across a large geographic area. In addition, the separation between Extension specialists, who are responsible for program design and research, and field faculty can create a disconnected Extension system. Some stakeholders have commented that their county agent lacked sufficient expertise to address their problems, and those clients chose to communicate directly with specialists. The resulting demands on the specialist's time subsequently reduced the ability of faculty to conduct the research and creative work that served as the basis for sound Extension program development. Others were very satisfied with their interaction with the field-based agent but recognized that a high level of client engagement can reduce the ability of agents to deliver high-impact, science-based programs consistent with organizational planning.

The reporting structure within field operations will be reorganized to reduce the number of employees being supervised by any one supervisor, and the structure will include supervisory relationships that promote consistent alignment of the work of specialists and agents toward organizational objectives.

The planned organizational structure is illustrated in figure 3.

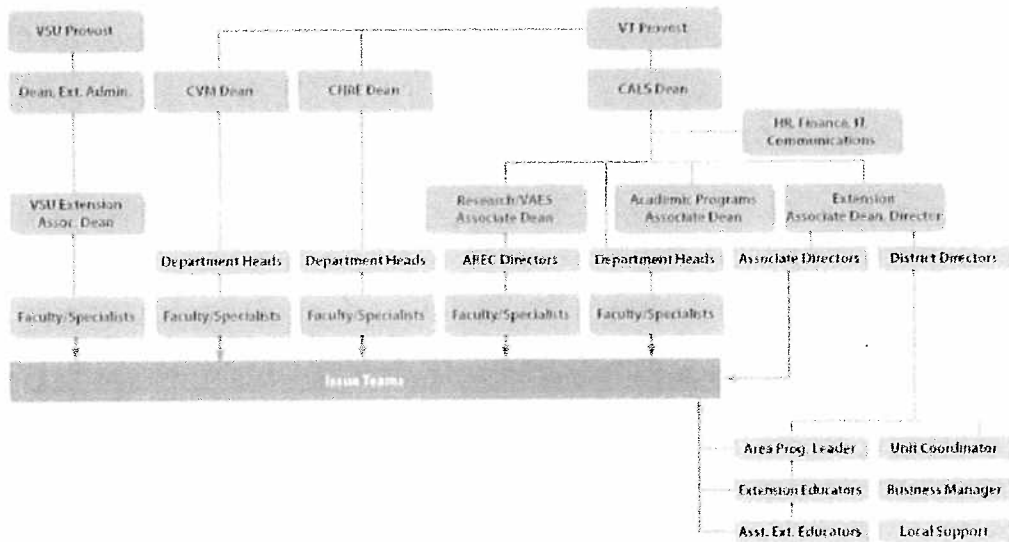


Figure 3. The planned organizational structure.

In this structure, assistant Extension educators include a variety of locally funded program assistant positions that require associate or bachelor's degrees. Assistant Extension educators will be expected to report to one of three levels of Extension educators. Extension educators will be divided into three ranks consistent with the current professional development ladder in place: associate Extension educator, Extension educator, and senior Extension educator. All ranks of Extension educator will report to an area program leader in their area of programming expertise. A supervisor and subordinate may not necessarily work in the same region but are united in their focus on a common set of program objectives.

While area program leaders will be supervised by a district director, the area program leader will receive significant programmatic direction from the issue-based program team. Unit coordinators will supervise the administrative staff in their business center, while district directors will supervise the unit coordinators. This structure creates a level of managerial oversight that increases the accountability of faculty and staff and increases the formal tie between program design and its implementation. This structure illustrates the important role that will be played by the issue-based program teams in bridging the organizational structure (blue lines in figure 3). However, issue-based program teams are not expected to have a formal supervisory role.

**Key components:**

- Supervisory chain focuses on programs not administrative responsibilities.
- Area Program Leaders and the Extension Educators that they supervise share common areas of expertise and knowledge.
- Increases career track options through program development or administration and management.

**New roles and functionality**

**Assistant Extension educator:** This title will replace current part-time/full-time program assistants, program technicians, program coordinators, project associates, etc., in the field. This change will create consistency across the state for locally funded programmatic positions that have traditionally assisted agents or supported programs. These positions **may be restricted** based on local or grant funding and would require an associate's or bachelor's degree. These positions will report through an associate Extension educator, Extension educator, or senior Extension educator. These positions will be classified as staff or hourly wage employees.

**Associate Extension educator:** This title will replace current associate Extension agents. These positions will be identical to a new hire in the current model. They would require a minimum of a bachelor's degree at hiring and be required to obtain a master's degree within six years and be promoted to Extension educator. These positions would report through the area program leader in the district or department. The district director will serve as reviewer. These positions will be administrative/professional faculty.

**Extension educator:** This title will replace current and future Extension agents. These positions will be identical to Extension agents in the current model. Employees will be eligible to receive this title after obtaining a master's degree and successfully completing the promotion process. These positions will report through the area program leader in the district or department. The district director will serve as reviewer. These positions will be administrative/professional faculty.

**Senior Extension educator:** This title will replace current senior Extension agents. These positions will be identical to senior agents in the current model. Employees could obtain this title after seven years of employment and promotion to Extension educator. The current system for promotion to senior agent will be utilized in this process, though some review of criteria may be needed. These positions will report through the area program leader in the district or department. The district director will serve as reviewer. These positions will be administrative/professional faculty.

**Area program leader:** This is a new position designation. Area program leaders will be responsible for new agent training and mentoring. Area program leaders will also assume direct supervision of associate Extension educators, Extension educators, and senior Extension educators. Area program leaders will typically be housed in field offices or business centers and will report to the district director. Area program leaders may also be faculty members located in departments or ARECs who give leadership to specific issues or statewide programs (e.g., farm business management, forestry and natural resources). District-based area program leaders will be Extension educators with additional responsibilities of program leadership and supervision. Compensation will be adjusted while serving in this role.

**Unit coordinator:** This position will be responsible for managing the regional business centers, including fiscal management and personnel management of the business center support staff. This position will be an Extension educator with responsibilities for center management to include local government relationships and Extension Leadership Council development. This position will report to the district director and compensation will be adjusted while serving in this role.

**Business manager:** This is the proposed name change for the unit administrative assistant who serves the administrative functions of the business center. If local governments elect to fund additional support for units located within a particular region, then that additional support staff will be titled "unit administrative assistant."

**Extension specialist:** This title will be reserved for terminal-degreed, tenure-track, or continued-appointment faculty in academic departments or ARECs. This position will lead issue-based program teams and oversee program development and delivery. Administrative/professional or special research faculty with a "specialist" designation will be retitled when possible.

*Anticipated outcomes for resource reallocation, program delivery, program quality, and commitment to counties, cities, and state stakeholders*

The restructuring plan reduces the number of positions with administrative responsibilities and reassigns human resources to programming activities. The program delivery model allows VCE to leverage the research resources of Virginia Tech and enables these assets to drive programming to

Virginia citizens through an integrated managerial chain. The regional model allows groups of Extension educators to work together to deliver high-quality Extension programs across a region. This approach allows Extension educators to acquire high levels of knowledge and expertise as part of a team of educators. At the same time, counties may tailor the type and number of Extension educators in the locality to meet specific needs.

A renewed focus on the professional development of Extension educators and closer integration of Extension educators with Extension specialists will enhance the programming impact of educators and provide career growth opportunities. Extension educators will be able to pursue career development through traditional managerial tracks or by developing deeper and broader Extension competencies. The use of issue-based program teams will ensure that Extension programs are relevant, high quality, supported by research and scientific methods, and collaboratively deployed to result in measurable impacts on audiences. The proposed structure facilitates the implementation of traditional Extension programs while utilizing limited resources to address emerging issues. Issue-based program teams can organize resources to develop innovative approaches to the strategic priorities of stakeholders, including the federal partner, USDA's National Institute of Food and Agriculture.

#### Key outcomes:

- Unit coordinators reduced from 106 to 22; re-assign remaining UCs to Educator positions.
- 
- Districts reduced from six to four.
- Eliminated district program leader positions in each district.
- Eliminated clerical support for district program leader positions in each district.
- Reduced unit administrative assistant positions from 100 to 22 business managers.
- Reduced administrative costs by concentrating functions at regional business centers.
- Improved two-way flow of information.
- Enabled administrative functions to be conducted at lower costs.
- Reassigned existing faculty and staff to focus on program delivery.
- Provided counties with flexibility to scale county-based local Extension staffing to their needs.
- Preserved local presence at no additional costs.
- Concentrated limited resources to maximize impacts in a region.
- Created a formal structure to enable research advances to drive educational program delivery to citizens.
- Facilitated career development opportunities and increased the skills of Extension educators.
- Created greater accountability for program impacts.
- Implemented a flexible program design that can adjust to changing priorities and local funding initiatives.
- Formalized responsibilities for local and federal government relationship development.

### Timeline and transitional planning

- October 2010                      Restructuring plan announced to internal and external audiences.
- November 2010                      Members of the restructuring task force will meet with small groups of Extension faculty and staff to explain the proposed model.
- October 2010 – January 2011      District directors and unit coordinators will work with local counties to define regional clusters, local programming needs, local staffing needs, and plans for shared funding.
- November 2010 – January 2011      Human resources staff will design process to facilitate transfer of existing employees to new roles.
- November 2010 – March 2011      State leadership team will align the activities of Extension educators with the strategic plan. Programs that do not have clear alignment with the programming model or strategic initiatives will be eliminated by June 2011.
- November 2010 – March 2011      Human resources will perform compensation study and recommend a revised compensation plan.
- January 2011                      Professional development program will be rolled out at statewide Extension conference.
- January 2011 – June 2011              Issue-based program teams will be formed and implemented during 2011.
- February 2011 – May 2011              Existing faculty and staff will be reassigned to new roles.
- July 2011                      New roles implemented. Establish business centers. New model fully implemented by October 2011.
- July 2011 – April 2012              Implement new fiscal model with localities for implementation in their FY2013 budgets.

### Moving forward

The planned structure builds on the long tradition of Extension excellence and creates a modern delivery mechanism. The revised structure reflects the financial realities within the state but focuses resources to achieve meaningful citizen impact. While the change will be challenging, the planned structural elements offer the opportunity for faculty and staff to engage with stakeholders in a more innovative, creative, and optimistic way. A restructured organization will allow VCE to maintain its position as a catalyst for the well-being of residents for the next century.

Appendices

- A. Task force composition.
- B. Specialist/Agent Interaction subcommittee report.
- C. Local Presence subcommittee report.
- D. Enhance Relationships subcommittee report.

## VCE Restructuring Plan Issues

1. For FY 2011 the Virginia General Assembly appropriated \$64,622,416 to the 229 Agency. The 229 Agency is Virginia Cooperative Extension and the Agriculture Research.
2. According to the code of Virginia and the current General Assembly budget language, *"It is the intent of the General Assembly that the Cooperative Extension Service give highest priority to programs and services which comprised the original mission of the Extension Service, especially agricultural programs at the local level."*
3. Virginia Tech has historically allocated approximately **\$13** million as the financial support for field Cooperative Extension personnel (local agents and staff). The university (from state and federal dollars) has historically paid for 2/3 of the agent's salaries and for a secretary.
4. Local governments and external support contribute approximately **\$14.5** million.
5. During the 2009 when the General Assembly reduced the 229 Agency's budget by 5%, Virginia Tech applied almost the entire cut to the Extension Service which resulted in a **10% cut to VCE**.
6. The proposed restructuring plan again disproportionately places most of the \$5.5 million cut on the field operations of Extension. It eliminates over **50% of the county based agents and 80% of the field staff positions**.
7. In the Local Presence Survey conducted by the Restructuring Task Force, the one overwhelming fact that city/county governments stated was that a staffed local Extension office was important to them. 88% strongly supported this and 7% somewhat supported this for a total of 95%.
8. The proposed restructuring plan while using language such as *"maintaining a local presence and highest priority on the original mission"* has no intention of seriously addressing these points.
9. The plan calls for
  - a. The formation of 22 regional "Business Centers" where agents will be located. These will be based on Planning Districts. In these centers will be 1 to 3 Agents, a Business Manager (secretary/bookkeeper), possibly an Area Program Leader, and a Unit Coordinator (administrator).
  - b. Counties will lose all but one Agent (either 4-H or Ag) and their secretary unless they want to pick up the entire cost of these extra positions,
  - c. Virginia Tech will cost share on one Agent position only.(The plan calls this providing **"a choice"** for localities which really means if you want the same level of service, you will have to pay more)
10. **The localities have had no opportunity for serious discussion with Virginia Tech about this.**

Members

Danny L. Brown, Chairman  
Bill Wampler, Vice Chairman  
Jon Bowerbank  
Robert J. Keene  
Ernest "Shy" Kennedy  
Joseph Puckett

**RUSSELL COUNTY**



James A. Gillespie  
County Administrator

P. O. Box 1208  
Lebanon, Virginia 24266  
Phone (276) 889-8000  
Fax (276) 889-8011  
russellcounty@bvunet.net

**BOARD OF SUPERVISORS**

November 3, 2010

The Honorable Phillip P. Puckett  
Member, Senate of Virginia  
First Bank & Trust Company  
P. O. Box 457  
Lebanon, VA 24266

Re: Local Cooperative Extension Offices

Dear Senator Puckett:

The Russell County Board of Supervisors presents the attached resolution for consideration in the planned reorganization of the Virginia Cooperative Extension Service. The Extension Service has traditionally and historically played an important role in the economy and social well being of our County and its citizens.

Agriculture remains a vital component in the economy of the County with many full time and part time livestock producers and supplementary crops (hay production, silage, and pasture maintenance, etc.) producers. The education provided through better farm production and advice of the local extension service agents are very important to the farming citizens of Russell County. Combining these services into centralized locations will not be to the benefit of the farming community. Tradition and history have demonstrated that having the local agent in the field with the farmer produces the most profitable result.

The Honorable Phillip P. Puckett  
November 3, 2010  
Page 2

The Russell County Board of Supervisors respectfully requests your support in adequate funding for the local cooperative extension service, maintaining the role of the local cooperative extension office, and further study of the planned action by Virginia Tech to reduce the role of the local office.

With kindest regards, I am

Sincerely,

James A. Gillespie  
County Administrator

OCTOBER 4, 2010

The regular monthly meeting of the Russell County Board of Supervisors was held on Monday, October 4, 2010 at the Russell County Governmental Center in Lebanon, Virginia beginning at 6:00 P. M.

PRESENT: Danny Brown, Chairman  
Bill Wampler, Vice Chairman  
Bob Keene, Member  
Shy Kennedy, Member  
Jon Bowerbank, Member  
Joseph Puckett, Member

James A. Gillespie, Clerk of the Board

The Chairman called the meeting to order.

The County Administrator led in the invocation followed by the Pledge of Allegiance to the Flag.

**PRESENTATION TO MIKE PUCKETT**

The Chairman presented a plaque and rocking chair to Mike Puckett.

The Chairman relinquished the chair and made a motion, second by Joseph Puckett to approve the following resolution:

IN RECOGNITION OF

WHEREAS, Mike Puckett was elected and served as a member of the Russell County Board of Supervisors from January 1, 1988 until December 1999; and

WHEREAS, Mike Puckett was appointed by the Russell County Board of Supervisors, to serve as a member of the Russell County Industrial Development Authority beginning December 2001 and serving until December 2003; and

WHEREAS, Mike Puckett was elected and served as member of the Russell County Board of Supervisors from January 1, 2004 until his resignation on August 2, 2010 to assume his upcoming appointment as Superintendent of Russell County Schools; and

WHEREAS, as a member of the Russell County Board of Supervisors Mike Puckett has played a vital and leading role in the development of the Russell County Governmental Center, the securing of Northrop Grumman and CGI industries, the economic and industrial growth that has occurred in Russell County, he has served as Vice Chairman and Chairman of the Russell County Board of Supervisors, and has provided leadership on various committees to promote the growth of the County and improve services for the citizens of Russell County.

NOW THEREFORE, BE IT RESOLVED by the  
Russell County Board of Supervisors to hereby recognize the service and dedication of

C. Michael Puckett

in serving the citizens of Russell County as a member of the  
Russell County Board of Supervisors  
Russell County Industrial Development Authority  
and as  
Russell County School Superintendent

Given this 4<sup>th</sup> day of October, 2010

By the

Russell County Board of Supervisors

Danny Brown, Chairman

Bill Wampler, Vice Chairman

Jon Bowerbank Bob Keene Shy Kennedy

Joseph Puckett

Jim Gillespie, County Administrator  
Alice Meade, Assistant County Administrator

The Vice Chairman called for the vote:

AYE: Danny Brown, Joseph Puckett, Bill Wampler, Bob Keene, Shy Kennedy and Jon Bowerbank  
NAY: None

The Vice Chairman returned the Chair to the Chairman.

**NATIONAL LONG TERM CARE RESIDENTS RIGHTS WEEK PROCLAMATION**

Motion made by Jon Bowerbank, second by Bob Keene and duly approved by the Board of Supervisors to approve the following:

WHEREAS, there are more than 1.6 million individuals living in 16,000 nursing homes; and 1 million individuals living in 50,000 board and care/assisted living facilities in the US; and

WHEREAS, the federal Nursing Home Reform Act of 1987 guarantees residents their individual rights in order to promote and maintain their dignity and autonomy; and

WHEREAS, all residents should be aware of their rights so they may be empowered to live with dignity and self-determination; and

WHEREAS, we wish to honor and celebrate those citizens, to recognize their rich individuality, and to reaffirm their rights as community members and citizens, including the right to have a say in their care; and

WHEREAS, individuals and groups across the country will be celebrating Residents' Rights Week to emphasize the importance of affirming these rights through facility practices, public policy and resident-centered decision making that impacts quality of care and quality of life.

NOW, THEREFORE, WE, the Russell County Board of Supervisors, do hereby proclaim October 3-9, 2010, as National Long-Term Care Residents' Rights Week, in Russell County, Virginia, and encourage all citizens to join us in this important observance.

Signed this 4<sup>th</sup> day of October, 2010

The vote was:

AYE: Danny Brown, Joseph Puckett, Bill Wampler, Bob Keene, Shy Kennedy and Jon Bowerbank  
NAY: None

**APPROVAL OF MINUTES OF SEPTEMBER 7 AND 15, 2010**

Motion made by Shy Kennedy, second by Joseph Puckett and duly approved by the Board of Supervisors to approve the minutes of September 7 and 15, 2010 and dispense with the reading thereof.

The vote was:

AYE: Shy Kennedy, Joseph Puckett, Danny Brown, Bob Keene, Bill Wampler and Jon Bowerbank  
NAY: None

**APPROVAL OF INVOICES, SWVaASAP, WIB AND RUSSELL COUNTY HOUSING FUND**

Motion made by Shy Kennedy, second by Bob Keene and duly approved by the Board of Supervisors to approve General County invoices in the amount of \$1,106,861.56, including SWVaASAP, WIB and Russell County Housing Fund in the amount of \$27,500.00.

The vote was:

AYE: Shy Kennedy, Bob Keene, Danny Brown, Bill Wampler, Joseph Puckett and Jon Bowerbank  
NAY: None

**APPROVAL OF FINAL PLAT FOR JOSEPH AND REBECCA ROSE**

Motion made by Bill Wampler, second by Joseph Puckett and duly approved by the Board of Supervisors to approve the final plat for Joseph and Rebecca Rose in Mill Creek Acres, upon the recommendation of the Russell County Planning Commission.



\$15,400.00 Install HVAC with exposed duct work on 1<sup>st</sup> and 2<sup>nd</sup> floor office areas.  
Thermco  
\$15,767.00 Cover exterior windows with insulation, paint window ledges and install Vertical Vinyl siding. Lay new VCT tile with cove base in downstairs office area where tile was removed.  
Bush Builders, Inc.

The vote was:

AYE: Shy Kennedy, Bob Keene, Danny Brown, Bill Wampler, Jon Bowerbank and Joseph Puckett  
NAY: None

#### PUBLIC COMMENT

Public comment was received from Elsie Keith.

#### CLOSED SESSION

Motion made by Bill Wampler, second by Joseph Puckett and duly approved by the Board of Supervisors to go into closed session pursuant to Section §2.2-3711 (A) (1) concerning interviews of candidates for employment and landfill personnel, and Section §2.2-3711 (A) (7) consultation with attorney concerning solid waste bid and Freedom of Information Act matters.

The vote was:

AYE: Bill Wampler, Joseph Puckett, Danny Brown, Bob Keene, Shy Kennedy and Jon Bowerbank  
NAY: None

The Chairman called the meeting back into regular session and requested the "Certification Roll Call Vote" after reconvening in Public Session.

The Russell County Board of Supervisors hereby certifies that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be so discussed under the provisions of the Virginia Freedom of Information Act cited in that motion.

Jon Bowerbank – AYE  
Joseph Puckett – AYE  
Shy Kennedy – AYE  
Danny Brown – AYE  
Bob Keene – AYE  
Bill Wampler – AYE

#### ADVERTISE CONTRACT FOR SOLID WASTE AND LEACHATE HAUL

Motion made by Joseph Puckett, second by Bill Wampler and duly approved by the Board of Supervisors to advertise the solid waste contract with three (3) and five (5) year options and the leachate haul for two (2) years.

The vote was:

AYE: Joseph Puckett, Bill Wampler, Danny Brown, Bob Keene, Shy Kennedy and Jon Bowerbank  
NAY: None

#### EMERGENCY RESOLUTION TO HAUL LEACHATE

Motion made by Bill Wampler, second by Bob Keene and duly approved by the Board of Supervisors to approve the following resolution:

#### LEACHATE COLLECTION

WHEREAS, operation and maintenance of the closed Russell County Sanitary Landfills (Permits #515 and #259) require ongoing maintenance and collection of leachate waters from these landfills; and

WHEREAS, Russell County personnel have collected leached waters of the landfills, have transported these leached waters to the Town of Lebanon sewage treatment plant for treatment; and

WHEREAS, collection and proper treatment of leached water has maintained compliance with the requirements of the Virginia Department of Environmental Quality; and

WHEREAS, the Russell County employee whose job duties have been to collect these leached waters and transport them to the Town of Lebanon sewage treatment plant will retire from the County employment on October 29, 2010.

NOW THEREFORE, BE IT RESOLVED by the Russell County Board of Supervisors that an emergency exists to continue the proper collection and disposal of leached waters since there is no other County employee to take his place, that Russell County is requesting proposals for the collection of solid waste/landfill maintenance/recycling/leachate collection, that the County does not have solution in place for this requirement to collect leached waters.

AND BE IT FURTHER RESOLVED by the Russell County Board of Supervisors that since an emergency exists that the County Administrator is authorized to employ on a part time basis a person to use the County pumper truck and that they be paid a rate per each load delivered.

The vote was:

AYE: Bill Wampler, Bob Keene, Danny Brown, Shy Kennedy, Joseph Puckett and Jon Bowerbank  
NAY: None

**MOTION FAILED CONCERNING TERMINATION OF DENNIS JONES**

Motion made by Jon Bowerbank, second by Shy Kennedy to terminate Dennis Jones as County Attorney and hire Bud Phillips to begin immediately.

The vote was:

AYE: Jon Bowerbank, Shy Kennedy and Joseph Puckett  
NAY: Danny Brown, Bob Keene and Bill Wampler

Motion made by Jon Bowerbank, second by Bob Keene and duly approved to adjourn to reconvene on Wednesday, October 6, 2010 at 10:00 A. M. at the Russell County Governmental Center in Lebanon, Virginia.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairman

OCTOBER 6, 2010

An adjourned meeting of the Russell County Board of Supervisors was held on Wednesday, October 6, 2010 in the Russell County Governmental Center in Lebanon, Virginia beginning at 10:00 A. M.

PRESENT: Danny Brown, Chairman  
Bill Wampler, Vice Chairman  
Bob Keene, Member  
Shy Kennedy, Member  
Joseph Puckett, Member  
Jon Bowerbank, Member

Alice Meade, Deputy Clerk of the Board

The Chairman called the adjourned meeting to order.

CLOSED SESSION

Motion made by Joseph Puckett, second by Bob Keene and duly approved by the Board of Supervisors to go into closed session pursuant to Code § 2.2-3711 (A) (1) concerning interviews of candidates for employment.

The vote was:

AYE: Joseph Puckett, Bob Keene, Danny Brown, Bill Wampler, Shy Kennedy and Jon Bowerbank  
NAY: None

The Chairman called the meeting back into regular session and requested the "Certification Roll Call Vote" after reconvening in Public Session.

The Russell County Board of Supervisors hereby certifies that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be so discussed under the provisions of the Virginia Freedom of Information Act cited in that motion.

Jon Bowerbank – AYE  
Joseph Puckett – AYE  
Shy Kennedy – AYE  
Danny Brown – AYE  
Bob Keene – AYE  
Bill Wampler – AYE

Motion made by Joseph Puckett, second by Bob Keene and duly approved by the Board of Supervisors to adjourn.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairman

Minutes  
Russell County Planning Commission  
October 18, 2010

The Russell County Planning Commission met on Monday, October 18, 2010 in the Board of Supervisors Conference Room at the Russell County Governmental Center, 133 Highland Drive, Lebanon, Va.

Members Present

Roger D. Sword  
Kirby Meadows  
Linda Cross  
Andy Smith  
Wayne Young  
Greg Stoots  
Jack Compton  
John Mason  
Bill Wampler  
Charlie Edmonds  
Don Cross

Members Absent

Others Present

Harry Ferguson  
Kevin Tiller

Chairman Meadows called the meeting to order at 6:30 p.m. The minutes were presented for consideration. A motion was made by Mr. Edmonds, seconded by Mr. Stoots that the minutes be approved as presented. Motion carried.

The floor was opened for the election of officers for the next year. Mrs. Cross nominated Mr. Meadows for Chairman. Mr. Edmonds moved that the nominations be closed and that Mr. Meadows be elected by acclamation. Mr. Wampler seconded and the motion carried.

Mr. Wampler nominated Mrs. Cross for Vice Chair. Mr. Stoots moved that the nominations close and that Mrs. Cross be elected by acclamation. Mr. Edmonds seconded and the motion carried.

Mrs. Cross nominated Mr. Sword for Secretary. Mr. Edmonds moved that the nomination close and that Mr. Sword be elected by acclamation. Mr. Young seconded and the motion carried.

Mr. Ferguson presented a plat of the proposed subdivision of the Kyle Vencill land located near Belfast School. The land will be divided into 6 tracts all fronting on Rt. 603. After review, a motion was made by Mr. Cross with a second by Mr. Stoots to accept the plat as Final and to recommend approval to the Board of Supervisors provided the plat is signed by the Health Dept. prior to the next Board of Supervisors meeting. Motion carried.

A plat of the Taylor Skeens farm located near Rosedale was presented by Mr. Ferguson. The only purpose of the plat is to record a Conservation Easement. The farm is known as Twin Maple Farm. After review, a motion was made by Mr. Stoots with a second by Mr. Young to accept and approve the plat. Motion carried.

Chairman Meadows read correspondence the Commission recently received from Senator Mark Warner, concerning a letter Senator Warner had received from Beverly Farmer. Her letter is a continuation of the Farmer's ongoing dissatisfaction of the drainage situation on their property near Rosedale. No action was taken.

There being no further business to conduct, a motion was moved by Mr. Edmonds with a second by Mrs. Cross to adjourn. Motion carried.

\_\_\_\_\_  
Kirby Meadows, Chairman

\_\_\_\_\_  
Roger D. Sword, Corresponding Sect.

APPALACHIAN JUVENILE COMMISSION

P.O. BOX 16248  
BRISTOL, VIRGINIA 24209

Phone 276-466-7808 • Fax 276-466-7820  
WEB - [hjd.com](http://hjd.com)


Russell County Virginia  
Jim Gillespie  
P.O. Box 1208  
Lebanon, VA 24266

Dear Mr. Gillespie:

During the 2011 budget process, an event occurred that requires the Commission to address the membership of the Commission in a more formal manner than currently exists.

Please find attached a Service Agreement between the Appalachian Juvenile Commission and Russell County for your approval. Each member jurisdiction of the Commission will be asked to approve the Agreement as well. This Agreement was modeled after and closely resembles the Service Agreement by and among the member jurisdictions of the Southwest Virginia Regional Jail Authority. Mr. Edward Stout provided legal advice in the development of the Agreement. If you have any questions concerning this issue, please contact Mr. Stout for legal issues or me for all others. If I can be of any assistance to you in getting this Agreement approved, please call and advise me of your needs.

Sincerely,



Tim Dotson  
Executive Director  
Appalachian Juvenile Commission

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made by and among the Appalachian Juvenile Commission (the Commission) and the counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise and the Cities of Bristol and Norton, Virginia each of which is a political subdivision of the Commonwealth of Virginia (collectively the "Member Jurisdictions" and individually, a "Member Jurisdiction").

### RECITALS

WHEREAS, the Commission previously has been created by the governing bodies of the Member Jurisdictions, to enhance public safety within the region by equipping, maintaining and operating a regional juvenile detention center (the "Detention Center"); and

WHEREAS, the Commission provides such programs and services to the Member Jurisdictions that allows the Juvenile Courts alternative sanctions necessary to manage the available bed space at the Detention Center, and

WHEREAS, in order to pay the cost of equipping, maintaining and operating the Detention Center, programs and services, the Member Jurisdictions have agreed herein to pay certain amounts, on terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Commission and each of the Member Jurisdictions hereby agrees as follows:

### ARTICLE I

The capitalized terms in this Agreement have the meaning set forth below unless the context otherwise requires.

"Annual Budget" has the meaning given to that term in Section 3.7.

"Applicable Law" means all applicable laws, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or government agency or authority and all rules, regulations, orders, interpretations, licenses, and permits on any Federal, state, county municipal, regional or other governmental body, instrumentality, agency or authority.

"Commission" means the Appalachian Juvenile Commission.

"Commission Default" has the meaning given to that term in Section 8.1.

“Detainee(s)” means juvenile offenders committed to the custody of the Detention Center by the appropriate authorities.

“Detention Alternatives” means any program or service provided by the Commission that allows the Juvenile Courts alternative sanctions necessary to manage the available bed space at the Detention Center.

“Detention Center” means the facility operated by the Commission, together with any future additions or improvements thereto.

“Expenses” means all expenses which may reasonably be determined by the Commission to be attributable directly or indirectly to the ownership or operation of the Detention Center and Detention Alternatives services, and payable as operating expenses in accordance with generally accepted accounting principles and shall also include required payments to the Operating Reserve Fund established in Section 4.3.

“Fiscal Year” means the annual accounting period from July 1 of one year to June 30 of the following year.

“Local” means within the City limits of Bristol, VA.

“Member Jurisdiction” means the counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise and the Cities of Bristol and Norton, each a political subdivision of the Commonwealth and such other political subdivision or subdivisions joining the Commission as provided in Section 5.6 but excluding any political subdivisions that may have withdrawn from the Commission as provided in Section 5.7.

“Member Jurisdiction Default” has the meaning given to such term in Section 8.2.

“Non-Member Jurisdictions” means political subdivisions or agencies thereof, including but not limited to the federal government and the Commonwealth of Virginia, which utilize the Commission facilities but are not Members of the Commission.

“Non-Member Rate” means the daily charge to Non-Member Jurisdictions for each Detainee as determined periodically by the Commission.

“Percentage Usage Charge” means the dollar amount assessed to each locality yearly based on the following formula:

The “Total Local Cost” is determined by subtracting all Federal, State and Grant funds from the projected yearly cost of providing the Commission Programs; the remaining balance will be the Total Local Cost. Each Member Jurisdiction will pay their share of the Total Local Cost in the following manner:

- 1 - The first twenty percent (20%) of the Total Local Cost is divided equally between all Member Jurisdictions.

**Plus**

- 2 - The remaining eighty percent (80%) of the Total Cost is allocated based on each Member Jurisdictions utilization of Secure Detention Bed Usage over a three-year period.

**Plus**

- 3 - Drug Court Funding (if applicable).

## ARTICLE II

### CONSTRUCTION AND FINANCE

The Commission is not currently, nor does it expect to be any time in the near future, in debt for any construction costs.

## **ARTICLE III**

### **Provisions of Services, Operation and Maintenance**

#### **Section 3.1 Acceptance of Detainees.**

To minimize the cost of operations to the Member Jurisdictions, the Commission shall exercise its best efforts to keep the Detention Center full of Detainees at all times. To accomplish this, the Commission shall seek and may accept Detainees for consideration from other jurisdictions, including the federal government and its agencies, at such rates and upon such terms as the Commission may deem advisable, to fill space not being used by the Member Jurisdictions. When space is limited, however, Detainees of Member Jurisdictions shall be given a preference over those non-members. In the event the Detention Center cannot house any additional Detainees, and it is necessary for a Member Jurisdiction to commit a Detainee to the Detention Center, the Commission shall accept the Detainee and secure space in some other appropriate facility. The cost of such other placement shall be a Commission Expense, and the committing Member Jurisdiction shall be responsible for paying the Member Percentage Usage for such Detainee housed in the other facility.

#### **Section 3.2 Commitment of Detainees.**

Each Member Jurisdiction agrees to commit all of its juvenile offenders requiring confinement to the custody of the Commission Detention Center. The Commission agrees to accept all such juvenile offenders.

#### **Section 3.3 Transportation of Detainees.**

Each Member Jurisdiction shall be responsible for the initial transportation of Detainees from such Jurisdiction to the Detention Center. Thereafter the Member Jurisdiction shall continue to be responsible for any future transportation of Detainees to and from court appearances or other transports as deemed necessary by the courts. The Detention Center shall be responsible for Local transportation of Detainees for medical care and other personal needs that arise during detention, so long as applicable by the Code of Virginia. To minimize the need for transportation to court appearances, the Commission shall use its best efforts to include appropriate video and telecommunications equipment in the Detention Center and to assist the Member Jurisdictions in securing such equipment for their respective juvenile court facilities.

#### **Section 3.4 Operation and Maintenance.**

The Commission shall operate and maintain the Detention Center and Detention Alternatives Programs in accordance with all Applicable Laws. The Commission shall be an equal opportunity employer.

#### **Section 3.5 Insurance.**

The Commission shall maintain hazard, liability or such other insurance as may be required by Applicable Law, or that the Commission may deem prudent and advisable.

#### **Section 3.6 Annual Report.**

The Commission will cause an annual audit to be performed and completed by October 31 of each year for the immediately preceding Fiscal Year by an independent certified public accountant. The report will show the activities, revenues, expenditures and other such activities of the Commission for the preceding Fiscal Year.

#### **Section 3.7 Annual Budget.**

On or before January 1, the Commission shall provide to each Member Jurisdiction the Commission's Annual Budget for the next Fiscal Year, including any capital projects. For each Fiscal Year in which the Commission will be in operation, or in which Obligations will be outstanding, such Annual Budget shall set forth the Percentage Usage Charge for Detainees committed to the Commission by the Member Jurisdictions as well as the Three Year Utilization Average. The Commission agrees to set and revise, as needed, the Percentage Usage Charges sufficient to generate revenue adequate to pay Net Expenses. Within ten (10) days of any revision to the Percentage Usage Charge, the Commission shall notify each Member Jurisdiction of such revision. The Commission shall promptly provide copies on any amendments to its Annual Budget to each Member Jurisdiction.

Each Member Jurisdiction hereby directs its Chief Executive Officer to include in each annual budget submitted to the governing body of his or her jurisdiction or in an amendment thereto, sufficient funds to cover the payment of the Percentage Usage Charge assessed by the Commission in each Fiscal Year.

#### **Section 3.8 Books and Records**

The Commission shall maintain proper books, records and accounts in which proper entries shall be made in accordance with generally accepted accounting principles for government bodies, consistently applied, of all of its business and affairs. The Commission shall also establish and maintain adequate financial policies and procedures to ensure the safeguarding of Commission assets. All books, records, accounts and documents in the Commission's possession relating to the Commission's programs shall at all reasonable times be open to inspection by such agents or employees of the Member Jurisdictions as they may designate.

### **Section 3.9 Majority Required for Commission Decision**

All actions of the Commission may be taken by a majority of the members when a quorum is present. Each member of the Commission shall be entitled to one (1) vote on matters before the Commission.

## **ARTICLE IV Funding Provisions**

### **Section 4.1 Payments from Member Jurisdictions**

- (a) In each Annual Budget, the Commission shall establish the Percentage Usage Charge for the following year as provided in Section 3.7.
- (b) The Percentage Usage Charges shall be invoiced quarterly by the Commission 30 days in advance of service and shall be payable no later than August 1, November 1, February 1 and May 1 in each year, beginning August 1, 2011.
- (c) In order to facilitate the successful financing of the Commission Programs, the Member Jurisdictions agree to pay their ratable share of the Percentage Usage Charge as budgeted by the Commission in accordance with the percentages established annually pursuant to this Section (the Percentage Usage Charge).
- (d) The Commission shall notify all Member Jurisdictions not later than 30 days after any payment due date if a Member Jurisdiction fails to pay any charge when due, and shall pursue with diligence the collection of such past due amounts.
- (e) The Commission shall use Operating Reserve Funds, if needed, when Member Jurisdictions default on payments. Once a Member Jurisdiction is considered to be in default, all future services provided to that locality by the Commission shall be on a per-diem basis. The defaulting Member Jurisdiction shall be treated as a Non-Member Jurisdiction until such time as they have paid all charges in full. The Commission may refuse to accept Detainees until all charges are paid in full.

### **Section 4.2 Payments from other Jurisdictions**

Within the limits allowed by law, the Commission shall establish a Non-Member Per Diem Rate for the care, maintenance and subsistence of juveniles in any of the programs/services provided by the Commission. Such Non-Member per diems shall be due and payable to the Commission no later than the fifteenth day of the next month following the month in which the charge was incurred. Revenue received from all sources shall be used to pay and reduce Expenses of the Commission.

### **Section 4.3 Operating Reserve Fund**

The Commission agrees to maintain an Operating Reserve Fund in an amount equal to not less than 60 days of Expenses. The Operating Revenue Fund shall be maintained as a separate account and will be used to cover periods of revenue shortfall if and when the Commission's revenues are not sufficient to cover its actual Net Expenses and to purchase Capitalized items.

### **Section 4.4 Grants**

Any funds that the Commission receives from agencies other than the Member Jurisdictions will be used to provide additional programs/services for the Member Jurisdictions or to be applied to the Expenses of the Commission.

### **Section 4.5 Limitation of Liability**

The only obligation of the Member Jurisdictions to pay for the establishment, operation or maintenance of the Commission Programs/Services arise out of this agreement. No such payment for future responsibility shall constitute a debt of any Member Jurisdiction within the meaning of any constitutional or statutory limitation. Nothing in this Agreement shall constitute a pledge of the full faith and credit of any Member Jurisdiction under any provision of its charter, if any, or the Constitution of Virginia.

## **ARTICLE V Additional Agreements**

### **Section 5.1 Future Disposition of Commission Property**

In the event the Commission is dissolved or its powers and responsibilities are transferred by operation of law to some successor public entity, the Commission shall convey all its real and personal property to such other entity for a consideration of one (1) dollar. In the event the Commission determines that the real estate and improvements comprising the Detention Center or other Commission assets are no longer needed for the Commission's purpose, in shares that are, as nearly as can then be determined, directly proportional to their respective accumulated net payments of the Percentage Usage Charge.

### **Section 5.2 Further Documents and Data.**

The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

**Section 5.3 Right to Access.**

Each Member Jurisdiction will have reasonable access to the Commission Facilities in order to monitor the Commission's compliance with the terms of this Agreement.

**Section 5.4 Confidentiality.**

The Commission will maintain all records and files on the Detainees on a confidential basis in accordance with all Applicable Laws.

**Section 5.5 Notification.**

The Commission will promptly furnish to each Member Jurisdiction a copy of any notice or order of any government authority asserting that the Commission or the Detention Center is not in compliance in any material respect with any Applicable Law.

**Section 5.6 Additional Members.**

Any city or county in Virginia may, with the approval of its governing body and with the consent of all the Member Jurisdictions, join and participate in the Commission under such additional terms and conditions for membership as may be prescribed by the Commission.

**Section 5.7 Withdrawal of Membership.**

Any Member Jurisdiction may withdraw from membership in the Commission by resolution or ordinance of its governing body after at least one years notice prior to their withdrawal; however, no Member Jurisdiction shall be permitted to withdraw from the Commission while any obligation is outstanding except by unanimous approval of all Member Jurisdictions, which approval shall not be granted unless the remaining member Jurisdictions agree to assume the payment and other obligations of the departing Jurisdiction under this Agreement.

**ARTICLE VI**

**Representations, Warranties and Covenants of Authority**

In addition to the covenants in other Articles of this Agreement, the Commission represents, warrants and covenants as follows:

**Section 6.1 Organization, Authorization and Validity.**

The Commission is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth and has authorized, executed and delivered this Agreement enforceable against the Commission in accordance with the terms.

**Section 6.2 Authority.**

The Commission has requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by the Commission would prevent or materially and adversely affect the Commission's ability to perform the terms of this Agreement.

**Section 6.3 Non-Contravention.**

The execution and delivery of this Agreement by the Commission and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or a default under or violate any of the terms, conditions or provisions of the resolutions creating the Commission, the bylaws of the Commission or any material indenture, contract or other agreement or arrangement to which the Commission is a party or by which any of its properties are bound, or any Applicable Law by which the Commission is bound.

**Section 6.4 Litigation.**

The Commission is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or to the best of the Commission's knowledge, threatened, which would materially adversely affect the Commission's ability to perform under this Agreement.

**Section 6.5 Approvals.**

Except for the approvals that may be required by the Virginia Department of Juvenile Justice, and as otherwise stated herein, the Commission does not require the consent or approval of any governmental body to carry out the terms of this Agreement.

## **ARTICLE VII**

### **Representations, Warranties and Covenants Of Member Jurisdictions**

Each Member Jurisdiction represents, warrants and covenants for itself as follows:

#### **Section 7.1 Organization, Authorization and Validity.**

Each Member Jurisdiction is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth, and each has duly authorized, executed and delivered this Agreement. The obligations of each of the Member Jurisdictions in this Agreement are valid, legal and binding agreements enforceable against each of the member Jurisdictions in accordance with the terms of this Agreement.

#### **Section 7.2 Authority.**

Each of the member Jurisdictions has all requisite authority to execute and deliver and perform its obligations under this agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by it would prevent or materially and adversely affect its individual performance under this Agreement.

#### **Section 7.3 Non-Contravention.**

The execution of this Agreement by each of the Member Jurisdictions and the consummation of the transactions contemplated herein will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of any charter, resolution or ordinance, any material indenture, contract or agreement or arrangement to which it is a party or by which any of its properties are bound or any Applicable Law by which it is bound.

#### **Section 7.4 Litigation.**

None of the member Jurisdictions is a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge threatened, which would materially and adversely affect its ability to perform under this Agreement.

## ARTICLE VIII

### Defaults and Remedies.

#### Section 8.1 Default by Commission.

The occurrence of any one or more of the following events will constitute an "Event of Default" by the Commission ("Commission Default"):

- (a) If the Commission is for any reason rendered incapable of performing any of its material obligations under this Agreement;
- (b) The Commission makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the member Jurisdictions;
- (c) Any proceeding is limited, with the consent or acquiescence of the Commission, for the purpose of effecting a composition between the Commission and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of the Commission; or
- (d) The Commission defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to the Commission by any of the Member Jurisdictions.

#### Section 8.2 Default by Member Jurisdictions.

(1) The occurrence of any one or more of the following events will constitute an "Event of Default" by any Member Jurisdiction ("Member Jurisdiction Default"):

- (a) Failure of any of the Member Jurisdictions to make payments of Percentage Usage Charge when due;
- (b) Failure of any of the Member Jurisdictions to make payments based on the Non-Member Per Diem Rate when due, if applicable;

- (c) Any of the Member Jurisdictions shall for any reason be rendered incapable of fulfilling its obligations under the Agreement; or
- (d) Any proceeding is instituted, with the consent or acquiescence of any of the Member Jurisdictions, for the purpose of effecting a composition between such Member Jurisdictions and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of such Member Jurisdiction; or
- (e) Any of the Member Jurisdictions defaults in the due and punctual performance of any of the other covenants, conditions, agreement and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdictions by the Commission.
- (f) Failure by a Member Jurisdiction to observe and perform under this Agreement, either of which results from failure of such Member Jurisdiction to appropriate moneys for such purposes shall not constitute a Member Jurisdiction Default. Upon any such failure to appropriate, the provisions of Section 8.4 (b) shall be applicable.

### **Section 8.3 Remedies of Member Jurisdictions.**

Upon the occurrence of a Commission Default, any of the Member Jurisdictions, after giving notice of such Commission Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Commission to perform its duties under this Agreement or to enjoin any acts in violation of the Agreement.

### **Section 8.4 Remedies of Commission.**

- (a) Upon the occurrence of a Member Jurisdiction Default, the Commission, after giving notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the defaulting Member Jurisdiction to perform its duties under this Agreement or to enjoin any acts in violation of this Agreement. The Commission may also refuse to accept Detainees from such defaulting Member Jurisdictions until the default has been cured.

- (b) If by June 30<sup>th</sup> of any year the governing body of a Member Jurisdiction has failed to appropriate moneys sufficient for the payment in the following Fiscal Year of its Percentage Usage Charge pursuant to the provisions set forth in Section 4.1 (a) and any other amounts due pursuant to this Section, the Chief Executive Officer of such Member Jurisdiction shall give notice to the Commission under the Indenture of such failure within five (5) business days thereafter, and if no such appropriations has been made by the following August 1, the Commission may begin treating the locality as a Non Member Jurisdiction, as prescribed in Section 4.2. The Commission may also refuse to accept Detainees from any Member Jurisdiction which fails to appropriate sums sufficient to meet its obligations under this Agreement.

**Section 8.5 Remedies Not Exclusive.**

No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy; and each remedy is cumulative and in addition to every other remedy given under this Agreement or hereafter existing at law, in equity or by statute.

**ARTICLE IX**

**MISCELLANEOUS**

**Section 9.1 Severability of Invalid Provisions.**

If any clause, sentence, provision or section of this Agreement is held to be illegal or invalid by any Court, the invalidity of the clause, sentence, provision or section will not affect any of the remaining clauses, sentences, provision or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, sentence, provision or section had not been contained in it.

**Section 9.2 Notices.**

Any notice or other communication under or in connection with this Agreement shall be in writing and shall be effective when delivered in person or sent in the United States mail, postage prepaid, to the following persons and addresses or to such other persons and addresses as any of such persons may from time to time specify in writing:

If to the Commission:

Chairman  
Appalachian Juvenile Commission  
PO Box 16248  
Bristol, VA 24209

If to Buchanan County:

County Administrator  
PO Drawer 950  
Grundy, VA 24614

If to Dickenson County:

County Administrator  
PO Box 1098  
Clintwood, VA 24228

If to Lee County:

County Administrator  
PO Box 367  
Jonesville, VA 24263

If to Russell County:

County Administrator  
121 E Main Street  
Lebanon, VA 24266

*need new address*

If to Scott County:

County Administrator  
112 Water Street, Suite 1  
Gate City, VA 24251

If to Smyth County:

County Administrator  
121 Bagley Circle, Suite 100  
Marion, VA 24354

If to Tazewell County

County Administrator  
108 E. Main St.  
Tazewell, VA 24651

If to Washington County:

County Administrator  
205 Academy Drive  
Abingdon, VA 24210

If to Wise County:

County Administrator  
PO Box 570  
Wise, VA 24293

If to City of Bristol:

City Manager  
497 Cumberland Street  
Bristol, VA 24201

If to the City of Norton:

City Manager  
PO Box 618  
Norton, VA 24273

**Section 9.3 Execution of Agreement.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original having identical legal effect.

**Section 9.4 Governing Law.**

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

**Section 9.5 Amendments.**

This Agreement may be changed or amended only with the consent of the Commission and each of the Member Jurisdictions.

**Section 9.6 Effective Date of Agreement**

This Agreement will be effective from the date of its execution and delivery by all of the Member Jurisdictions and the Commission.

**Section 9.7 Waiver.**

Any waiver by any party of its rights under this Agreement must be in writing and will not be deemed a waiver with respect to any matter not specifically covered. Nothing in this Agreement authorizes the waiver of any Member Jurisdiction's obligation to make payments when due of all monies required to be paid by the member Jurisdictions under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above written.

APPALACHIAN JUVENILE COMMISSION

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

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

COUNTY OF RUSSELL

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

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

**CLARENCE E. PHILLIPS, P.C.**

**Attorneys at Law**  
P.O. Box 36  
Castlewood, VA 24224

Telephone  
(276)762-9758

Fax  
(276)762-0586

CLARENCE E. "BUD" PHILLIPS

October 13, 2009

Joseph Puckett  
Russell County Board of Supervisors  
P. O. Box 1208  
Lebanon, Virginia 24266

**RE: SIMULTANEOUS SERVICE ON RUSSELL COUNTY BOARD OF  
SUPERVISORS AND CASTLEWOOD WATER & SEWAGE  
AUTHORITY BOARD OF DIRECTORS**

Dear Joseph:

I have researched the issue of whether as a member of the Russell County Board of Supervisors, you are prohibited from serving on the Board of Directors of the Castlewood Water & Sewage Authority.

As part of my research, I have reviewed the following documents: (i) the June 3, 1968 Resolution of the Russell County Board of Supervisors, which created the Russell County Water and Sewage Authority; (ii) Articles of Amendment, dated June 11, 1991; (iii) Articles of Amendment, dated June 4, 2007 and (iv) Bylaws of the Russell County Water & Sewage Authority, dated August 13, 2001.

I have found nothing in these documents that would prohibit you from serving on the Board of Directors of the Castlewood Water & Sewage Authority. In addition, Virginia Code § 15.2-5113(A) provides that "[o]ne or more members of the governing body . . . of a locality may be appointed board members of the authority."

Accordingly, it is my opinion that you are eligible to serve on the Board of Directors of the Castlewood Water & Sewage Authority, since the aforementioned documents do not prohibit such service.

If you have any questions concerning this matter, please feel free to contact me.

With best regards,



Clarence E. "Bud" Phillips

CEP/swm

cc: Cuba Porter, Chairman  
Jim Gillespie, County Administrator ✓

Buchanan County  
P.O. Box 618  
1051 Rosebud Road  
Grundy, VA 24614  
Phone: 276-935-4591  
Fax: 276-935-4537

Dickenson County  
P.O. Box 768  
334 Brush Creek Road  
Clintwood, VA 24228  
Phone: 276-926-4979  
Fax: 276-926-4427



Russell County  
P.O. Box 2347  
75 Rogers Street  
Lebanon, VA 24266  
Phone: 276-889-7621  
Fax: 276-889-7695

Tazewell County  
P.O. Box 350  
243 Chamber Drive  
Tazewell, VA 24651  
Phone: 276-988-5585  
Fax: 276-988-5471

## COMMONWEALTH OF VIRGINIA

### VIRGINIA DEPARTMENT OF HEALTH

John J. Dreyzehner, M.D., M.P.H.  
District Director

*Cumberland Plateau Health District*  
*P.O. Box 2347 ~ 75 Rogers Street*  
*Lebanon, VA 24266*

Stewards for Optimum  
Community Health

“CPHD: Protecting You and Your Environment – Better Health, Better Home, Better Horizons!”

September 24, 2010

James Gillespie, County Administrator  
Russell County Board of Supervisors  
P. O. Box 1208  
Lebanon, VA 24266

Dear Mr. Gillespie:


We have completed our Year-End Settlement Statements for each locality in our district. This is an annual process whereby the Commonwealth and the locality settle the previous fiscal year's budget balance. Our Year-End Settlement statement indicates that Russell County's balance for Fiscal Year 2009 is **\$81,702.15**. This balance is a result of collecting more revenue than we had projected, and under spending FY 2010 budget due to unfilled positions and deliberate spending curtailment and state spending restrictions. This balance could change slightly pending a final reconciliation by our state fiscal office.

We are proposing that consideration be given to allowing the **\$81,702.15** to be carried forward to the current fiscal year. This carryover amount will be added to the Russell County Health Department's FY 2011 budget and **does not require** an additional appropriation. This funding would be used to help our local Health Department continue the process of providing essential services to the residents of Russell County.

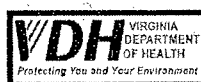
I am hopeful that you and/or the Board of Supervisors will allow us to carry forward the FY 2010 balance. In FY 2011 we face more cuts in state funding. This lack of state funding unfortunately has had an impact on our service capacity and our ability to meet the increasing service demands that fall to basic service and safety net agencies like your health department in challenging economic times. The carryover amount would help prevent further erosion of service capacity as we face the real likelihood of further reductions in our available resources.

We would appreciate you presenting this request to the board at your next scheduled meeting. If our request is approved, a written acknowledgment of approval is required for our records. A request approval form is attached for your signature. Please return the form to Cumberland Plateau Health District, PO Box 2347, Lebanon, VA 24266.

Sincerely,

  
Johnny Willis  
Business Manager

JBW/cc  
Attachment



CARRYOVER REQUEST  
FISCAL YEAR 2010

The Russell County Board of Supervisors grants the Russell County Health Department, of the  
Cumberland Plateau Health District, permission to retain as Carryover funds, the FY 2010  
balance of \$81,702.15

---

Signature of Representative

Please return this signed form to:

Cumberland Plateau Health District  
Attn: Connie Counts  
P. O. Box 2347  
Lebanon, VA 24266

## HOLIDAY SCHEDULE

Traditionally Russell County follows the holiday schedule set by the State Supreme Court which has the following days for holiday season for Thanksgiving, Christmas, and New Year's.

### Thanksgiving:

|                         |               |
|-------------------------|---------------|
| Wednesday, November 24: | Close at Noon |
| Thursday, November 25:  | All Day       |
| Friday, November 26:    | All Day       |

### Christmas:

|                        |         |
|------------------------|---------|
| Thursday, December 23: | All Day |
| Friday, December 24:   | All Day |

### New Year's:

|                        |         |
|------------------------|---------|
| Thursday, December 30: | All Day |
| Friday, December 31:   | All Day |

## Jim Gillespie

---

**From:** Hill, Conrad [Conrad.Hill@VDOT.Virginia.gov]  
**Sent:** Tuesday, October 26, 2010 1:04 PM  
**To:** Jim Gillespie; alice.meade@bvunet.net  
**Cc:** McKeever, M Stephen; Watson, John; Mullins, Tony  
**Subject:** Board Update for November

Jim,

Below is the update for your November meeting.

### Projects Completed

**Route 678 (S. Castlewood District) - A rural rustic project to surface treat 1.00 mile of Lower Copper Creek.**

**Route 699 (N. Castlewood) - A rural rustic project for remaining 1.39 miles of Fork Ridge Road.**

### Projects Underway

**Route 603 (Sword's Creek District) - A curve widening at the intersection of Route 643.**

**Route 651 (Honaker District) - A rural rustic project to surface treat remaining 1.30 mile of Chestnut Ridge Road. Pipes and ditching complete. Logging underway in area. Surfacing to be done in Spring after logging complete to ensure no damage done to surface.**

**Route 672 (Honaker District) - A rural rustic project to surface treat 0.77 mile of Stumptown Road.**

### Projects Awarded

**Route 621 (Honaker District) - A rural rustic project to pave a 1.00 mile section of Sandy Ridge Road. W-L Construction and Paving to complete work by December 1, 2010.**

### Upcoming Projects

**No new projects to begin until Spring 2011.**

Please feel free to send us any concerns that come from the board meeting.

Thanks.

*Conrad L. Hill*

Lebanon Residency Maintenance Manager  
Phone (276) 889-7601  
Cell (276) 591-6027

CLOSED SESSION OF THE BOARD

Pursuant to Section 2.2-3711(A)(1) concerning interviews of candidates for employment and landfill personnel, and; Section 2.2-3711 (A)(7) consultation with attorney concerning solid waste bid and Freedom of Information Act matters.

CHECKLIST AND FORM OF MOTION FOR CLOSED SESSION

I move that the Board of Supervisors convene in closed session to discuss the following:

\_\_\_\_\_ as permitted by Virginia Code § 2.2-3711 (A)(1), a personnel matter involving:  
\_\_\_\_\_ consideration or interviews of candidates for employment.  
\_\_\_\_\_ appointment or promotion of particular officers or employees.  
\_\_\_\_\_ performance evaluation or job assignments of specific employees.  
\_\_\_\_\_ demotion, discipline or resignation of specific employees.  
\_\_\_\_\_ salary or other compensation of a specific employee.  
\_\_\_\_\_ other specific personnel matter [STATE GENERAL NATURE OF MATTER WHEN MAKING MOTION]

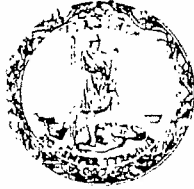
\_\_\_\_\_ as permitted by Virginia § 2.2-3711 (A)(3), a matter involving the  
\_\_\_\_\_ acquisition of property for public purposes, or  
\_\_\_\_\_ disposition of publicly owned property,  
because public discussion of that matter would adversely affect the County's bargaining position and negotiating strategy.

\_\_\_\_\_ as permitted by Virginia Code § 2.2-3711 (A)(5), a matter involving  
\_\_\_\_\_ a prospective new business or industry, or  
\_\_\_\_\_ expansion of an existing business or industry,  
that has not previously been publicly announced

\_\_\_\_\_ as permitted by Virginia Code § 2.2-3711(A)(7), \_ consultation with legal counsel, or  
\_\_\_\_\_ briefing by staff or consultants, about  
\_\_\_\_\_ the pending case of \_\_\_\_\_, or  
\_\_\_\_\_ probable future litigation  
because public discussion at this time would adversely the Board's litigation or negotiating posture, or  
\_\_\_\_\_ another matter requiring advise by the Board's legal counsel  
[STATE GENERAL NATURE OF MATTER WHEN MAKING MOTION]

\_\_\_\_\_ as permitted by Virginia Code § 2.23711(A) (\_\_\_\_), a matter involving \_\_\_\_\_  
[IDENTIFY THE CORRECT PARAGRAPH OF § 2.23711(A) AND STATE THE NATURE OF THE MATTER FOR WHICH THE ACT PERMITS DISCUSSION IN CLOSED SESSION].

COMMONWEALTH OF VIRGINIA



SENATE

July 30, 2010

PHILLIP P. PUCKETT  
38th SENATORIAL DISTRICT  
ALL OF BLAND, BUCHANAN, DICKENSON,  
RUSSELL, AND TAZEWELL COUNTIES, AND  
PART OF PULASKI, SMYTH, WISE, AND WYTHE COUNTIES  
POST OFFICE BOX 2440  
LEBANON, VIRGINIA 24266  
(804) 898-7538 RICHMOND  
(276) 979-8181 TAZEWELL  
(276) 889-0650 LEBANON  
(276) 889-5738 HOME

COMMITTEE ASSIGNMENTS  
AGRICULTURE, CONSERVATION AND  
NATURAL RESOURCES  
COMMERCE AND LABOR  
PRIVILEGES AND ELECTIONS  
TRANSPORTATION  
RULES

Wildlife Division- Elk Plan  
Virginia Department of Game and Inland Fisheries  
4010 West Broad Street  
Richmond, VA 23230

To Whom It May Concern:

I am writing to you with my concerns regarding the proposed reintroduction of elk to the coalfields area of Southwest Virginia. As a sportsman, I understand the intention to stimulate the local economy by bringing this big game animal to the area. It is my understanding that numerous elk, a hundred or so, have already migrated from Kentucky into Virginia. There are currently elk living in the southwest region of the state. Not only does this pose a problem to farmers who are fearful of contamination of their livestock, but also these animals are not being managed.

I believe before we, as a state, spearhead reintroducing these animals to the coalfields, we need to make a conscious effort to manage the elk that we have now. Before we bring in an additional 1,200 animals to the area we have no plan to do anything to assist the local farmers with damage and disease issues which will occur at some point. It is my understanding that your position is to "manage the game." As the Senator representing the 38<sup>th</sup> District it is my position that we manage the elk that have already migrated and postpone bringing more animals to the area until we have a better plan to manage and address issues that are of serious concern to the farming community such as disease transmission and agricultural damage. I would suggest we implement a pilot plan to properly manage the elk we have now that have migrated to Virginia before we bring in 1,200 more elk with no plan to do anything other than "manage the game".

Thank you very much for your time and consideration of my comments relating to this important matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Phillip P. Puckett", written over a horizontal line.

Phillip P. Puckett  
Member, Senate of Virginia

FOR YOUR INFORMATION

Cc: Mr. Bob Duncan

PAGE 51