

**JUNE 2, 2010**

The regular monthly meeting of the Russell County Board of Supervisors was held on Wednesday, June 2, 2010 at the Russell County Governmental Center in Lebanon, Virginia beginning at 6:00 P. M.

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

The Chairman called the meeting to order.

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

**PUBLIC HEARING – MODIFICATION OF SCHOOL BOARD BUDGET**

Pursuant to having advertised in a local newspaper a Public Hearing was held concerning the intention of the Board of Supervisors of Russell County, Virginia to propose for passage a resolution authorizing modification of the Russell County School Budget for the 2009/2010 Fiscal Year. The Chairman called the Public Hearing. The County Administrator conducted the Public Hearing. The floor was open to receive public comments.

No comments being received the Chairman closed the Public Hearing.

Motion made by Jon Bowerbank, second by Danny Brown and duly approved by the Board of Supervisors to approve the following resolution:

At the December 7, 2009 meeting of the Board of Supervisors, a request was presented by the Russell County Schools to amend their budget. The amendment would reflect the addition of grants received by the School Board. The following resolution was passed to accommodate this:

**2009/2010 BUDGET CHANGES**

21 <sup>st</sup> Century Grant – Castlewood High School	\$158,530.00
21 <sup>st</sup> Century Grant – Cleveland Elementary School	\$124,170.00
21 <sup>st</sup> Century Grant – Copper Creek Elementary School	\$114,970.00
21 <sup>st</sup> Century Grant – Honaker Elementary School	\$183,650.00
21 <sup>st</sup> Century Grant – Lebanon Elementary School	\$140,000.00
21 <sup>st</sup> Century Grant – Lebanon Primary School	\$153,000.00
JAG Grant – Honaker High School	\$ 22,500.00
Fresh fruit & Vegetable Program – Cleveland Elem.	\$ 7,704.43

The vote was:

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

**APPROVAL OF FINAL PLAT – BELVIEW MEADOWS SUBDIVISION**

Motion made by Bill Wampler, second by Bob Keene and duly approved by the Board of Supervisors to approve the final plat of the Belview Meadows Subdivision, upon the recommendation of the Ruston County Planning Commission.

The vote was:

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

**PRESENTATION TO GIRLS, INC.**

Supervisor Jon Bowerbank presented a check to Girls, Inc.

**CLOSED SESSION**

Motion made by Jon Bowerbank, second by Bob Keene and duly approved by the Board of Supervisors to go into closed session to discuss the following as permitted by Virginia Code § 2.2-3711 (A) (1) and (2) pertaining to personnel for consultation with the County Attorney.

The vote was:

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

The Chairman called the meeting back to order.

Certification motion after reconvening in public session. I move that the Board certify that, in the closed session just concluded, nothing was discussed except the matter or matters, (1) specifically identified in the motion to reconvene 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.

**ROLL CALL VOTE**

Jon Bowerbank – AYE  
Shy Kennedy – AYE



The vote was:

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

### **APPOINTMENTS – LIBRARY BOARD OF TRUSTEES**

Motion made by Bob Keene, second by Bill Wampler and duly approved by the Board of Supervisors to appoint the following to the Library Board of Trustees for a three (3) year term, said term ending on June 30, 2013: Janice Busic and Beth Leonard.

The vote was:

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

### **APPOINTMENT - RUSSELL COUNTY PARKS & RECREATION COMMISSION**

Motion made by Bob Keene, second by Danny Brown and duly approved by the Board of Supervisors to appoint Darrell Ritchie to the Russell County Parks & Recreation Commission for a two (2) year term, said term ending on June 20, 2012.

The vote was:

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

### **APPOINTMENT – DEPARTMENT OF SOCIAL SERVICES**

Motion made by Danny Brown, second by Bob Keene and duly approved by the Board of Supervisors to appoint Roger Brown to the Department of Social Services for a four (4) year term, said term ending on June 30, 2014.

The vote was:

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

### **APPOINTMENTS – CASTLEWOOD WATER & SEWAGE AUTHORITY**

Jon Bowerbank nominated Joseph Puckett to the Castlewood Water & Sewage Authority for a three (3) year term, said term ending on June 30, 2013.

Tom Griffith

Shy Kennedy, Jon Bowerbank and Mike Puckett

The vote ended in a tie.

The Vice Chairman returned the Chair to the Chairman.

**VIRGINIA RETIREMENT SYSTEM – MEMBER CONTRIBUTION**  
**PICK-UP RESOLUTION**

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

RESOLUTION

Authorization to Pick-up the Employee's Contribution to VRS  
Under § 414(h) of the Internal Revenue Code For Plan 2 Employees

WHEREAS, the Virginia General Assembly, in its 2010 session passed legislation creating a separate retirement plan for employees hired on or after July 1, 2010 (hereafter referred to as "Plan 2 Employee Retirement Plan"); and the legislation stipulates that Plan 2 Employees will pay their 5 percent member contribution and that, absent action by the employer, such contribution will be paid through salary reduction according to Internal Revenue Code § 414 (h) on a pre-tax basis; and

WHEREAS, the legislation allows certain employers, including the Russell County Board of Supervisors, to pick-up and pay all or a portion of the member contributions on behalf of its Plan 2 Employees as an additional benefit not paid as salary; and

WHEREAS, the election to pick-up and pay all or a portion of the member contributions on behalf of its Plan 2 Employees as an additional benefit not paid as salary shall, once made, remain in effect for the applicable fiscal year (July 1 - June 30) and shall continue in effect beyond the end of such fiscal year absent a subsequent resolution changing the way the 5 percent member contribution is paid; and

WHEREAS, employee contributions that are picked-up as an additional benefit not paid as salary are not considered wages for purposes of VA Code § 51.1-700 et seq. nor shall they be considered salary for purposes of VA Code § 51.1-100 et seq.; and

WHEREAS, the Russell County Board of Supervisors desires to pick-up and pay its Plan 2 Employees' member contributions to VRS as an additional benefit not paid as salary in an amount equal to (1%) (2%) (3%) (4%) (5%) of creditable compensation; and

WHEREAS, VRS tracks such picked-up member contributions and is prepared to treat such contribution

**MUTUAL AID AGREEMENT W/FIRE DEPARTMENT AND  
EMERGENCY MEDICAL PROVIDERS**

Motion made by Jon Bowerbank, second by Bill Wampler and duly approved by the Board of Supervisors to approve the following agreement and authorize proper signatures:

AUTOMATIC/MUTUAL AID AGREEMENT BETWEEN THE FIRE DEPARTMENTS AND  
EMERGENCY MEDICAL SERVICE PROVIDERS SERVING  
RUSSELL COUNTY, VIRGINIA

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, among \_\_\_\_\_ between the volunteer fire departments and emergency service providers of Russell County, Virginia.

WITNESSETH:

That whereas, the General Assembly of Virginia did enact into law, the act codified as § 27-1. Firefighters, emergency medical technicians, and equipment may in emergencies go or be sent beyond territorial limits, of the Code of Virginia, stating: "Whenever the necessity arises during any actual or potential emergency resulting from fire, personal injury, or other public disaster, the fire fighters or emergency medical technicians of any county, city or town may, together with all necessary equipment, lawfully go or be sent beyond the territorial limits of such county, city or town to any point within or without the Commonwealth, to assist in meeting such emergency.

In such event the acts performed for such purpose by such fire fighters or emergency medical technicians, and the expenditures made for such purpose by such county, city or town, shall be deemed conclusively to be for a public and governmental purpose and all of the immunities from liability enjoyed by such county, city or town when acting through its fire fighters or emergency medical technicians for a public or governmental purpose within its territorial limits shall be enjoyed by it to the same extent when such county or town is so acting, under this section or under other lawful authority, beyond its territorial limits.

The fire fighters or emergency medical technicians of any county, city or town, when acting hereunder under other lawful authority, beyond the territorial limits of such county, city or town, shall have all the immunities from liability and exemptions from laws, ordinances and regulations, and shall have all of the protection, relief, disability, workers' compensation and other benefits, enjoyed by them while performing their respective duties."

WHEREAS, any out of county request for assistance will be conveyed to the chief of the department or captain of the emergency medical service providers or their designated representative so as to render a decision in conjunction to the authority, rights, privileges and immunities granted by the Commonwealth of Virginia's Code of Virginia §27-1.

2. It shall be the responsibility of the chief or captain of the responding party, that all personnel responding to the request for assistance shall be properly trained, properly equipped with personal protective equipment to perform any needed tactical or support functions, are responsible persons, and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
3. Additional mutual aid departments and/or resources will be dispatched to an incident by E9-1-1 as requested by the chief, captain, or officer in charge (OIC).
4. All responders should have in place policies and procedures to address request for assistance to assemble at the station prior to an incident to minimize radio communications and on-scene traffic.
5. In all responses involving mutual aid, the OIC of the territorial district in which an emergency occurs shall be ultimately responsible for the direction and control of response operations. All incoming providers of mutual aid will report to the designated staging area. All response operations shall follow NIMS-ICS procedures for managing the incident as practically as possible.
6. The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any civil disorder, riot, conflagration, or natural disaster due to response operations, fire control tactics and strategy, or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property shall exist, or the incident occurs.
7. The party responding to the request for aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by their apparatus while en route to or returning from a specific location.
8. The party who requests mutual aid shall be in no way deemed liable or responsible for the personal property of the members of the responding party which may be lost, stolen, or damaged while performing their duties under the response terms herein.
9. Each party to this agreement shall assume all costs of compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, and tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.
10. Upon receipt of a request for mutual aid by the OIC receiving the request and upon a determination by the OIC that the request may be honored without impairing the capability to provide emergency services within its own jurisdictional boundary, the OIC may take steps as necessary to furnish apparatus, manpower, and assistance to the requesting party as deemed appropriate. Such response shall remain solely the decision of the OIC of the responding party.
11. The OIC, in whose community the emergency exists and who places the request for assistance, shall in all instances be in command of the emergency response as to the aspects of strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the OIC of the responding party.
12. No party of mutual aid shall be bound to send apparatus, personnel, or equipment to the assistance of the other, but every effort should be made to furnish such assistance. Appropriate equipment, in the judgment of the OIC of either party that such dispatch would not impose upon his own respective community or jurisdictional boundary a serious impairment to the defenses and protection of the residents.





**REVENUE ANTICIPATION NOTE**

Motion made by Jon Bowerbank, second by Danny Brown and duly approved by the Board Supervisors to approve First Bank & Trust as agent for the Revenue Anticipation Note.

The vote was:

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

NAY: None

Motion made by Danny Brown, second by Bill Wampler and duly approved to adjourn.

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Chairman