

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on the 2nd day of October 2023 starting at 10:00 o'clock a.m. in the Board of Supervisors Meeting Room, 3rd floor of the Buchanan County Government Center, 4447 Slate Creek Road, Grundy, Virginia 24614. **This meeting was conducted by electronic communication (Zoom). The media and public were invited to participate.**

PRESENT: Tim Hess, Chairman
G. Roger Rife
Trey Adkins
Craig Stiltner
Drew Keene
J. Carroll Branham

Robert Craig Horn, County Administrator
L. Lee Moise, County Attorney

ABSENT: Jeff Cooper

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The meeting was called to order with Prayer and Pledge of Allegiance.

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IN RE: CONSENT AGENDA

After a general discussion by the board upon motion by Craig Stiltner seconded by Drew Keene and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve the following Consent Agenda:

- a. Approving minutes for September 11th 2023;
- b. Ratifying payroll after review;
- c. Ratifying the payment of bills by Resolution adopted on January 9th, 2023. (Including the Buchanan County Head Start ratified bill list and bill list)
- d. Approving two coyote claims in the amount of \$50.00 per claim to Freddie Viers and to issue a check.

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IN RE: CONSIDER ADOPTING THE RESOLUTION APPROVING THE PURCHASE OF REAL PROPERTY FROM IRENE COMPTON, LOCATED ON RT. 80, HELEN HENDERSON HWY, COUNCIL, VA AND ACCEPTING DEED AND APPROVING CLOSING STATEMENT IN REGARD TO PURCHASE OF PROPERTY FROM MRS. COMPTON.

After a general discussion by the board upon motion by Drew Keene seconded by G. Roger Rife and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby adopt the following Resolution approving the purchase of real property from Irene Compton, located on Rt. 80, Helen Henderson Hwy,

Council, VA and accepting deed and approving closing statement in regard to purchase of property from Mrs. Compton. Also, approved an additional appropriation in the amount of \$35,000.000 to Hurricane District Highways, Streets and Bridges for the purchase of property belonging to Irene Compton.

RESOLUTION

IN RE: ACCEPTANCE OF DEED BY AND BETWEEN IRENE F. COMPTON TO BUCHANAN COUNTY, VIRGINIA REGARDING THE PURCHASE OF PROPERTY LOCATED IN THE HURRICANE MAGISTERIAL DISTRICT

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed attached hereto between Irene F. Compton and Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of the purchase of such property with the approval as to form by the County Attorney. The attached deed is incorporated by reference into this resolution as Exhibit "A".

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 2nd day of October, 2023 by a roll call vote of 6 for and 0 against.

Tim Hess, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert C. Horn, County Administrator

THIS DEED, made and entered into on this the 2nd day of October, 2023, by and between **IRENE F. COMPTON**, widow, hereinafter sometimes referred to as "**GRANTOR**", and **BUCHANAN COUNTY, VIRGINIA**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as "**GRANTEE**". [**Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).**]

WITNESSETH:

WHEREAS, Herman E. Compton and Irene F. Compton, husband and wife acquired as tenants by the entireties with the right of survivorship, two lots, namely lot No.3 and lot No. 4, situate on Russell's Fork of the Big Sandy River, in Buchanan County, Virginia, from the heirs at law of E. Compton, deceased and Cora Compton, deceased by Deed dated the 11th day of October, 1980 and recorded in the Office of the Clerk of the Circuit Court of Buchanan County, Virginia, in Deed Book No. 276, at page 211; and

WHEREAS, Herman E. Compton and Irene F. Compton made conveyances out from lot No. 4 to: 1) Danny R. Colley and Jean Colley, husband and wife, of .203 acres by deed dated August of 2005 and recorded in the Office of the Clerk of the Circuit Court of Buchanan County,

Virginia, at Instrument No.050002663; to James D. Fletcher of one half acre by deed dated the 4th day of February 1982 and recorded in the Office of the Clerk of the Circuit Court of Buchanan County, Virginia, in Deed Book No. 290, at page 592; and to Kay Fletcher by a deed dated in September of 2023 and recorded as Instrument No. _____ in the Office of the Clerk of the Circuit Court of Buchanan County, Virginia; and

WHEREAS, Herman E. Compton died intestate on January 20, 2022; and

WHEREAS, Irene F. Compton is the sole owner of the remaining portion of said lot No. 4; and

WHEREAS, the Grantor desires to sell and the Grantee desires to purchase the remaining portion of lot No. 4, namely 1.03 acres, as set forth and more particularly described below and on the Exhibit dated on the 25th day of September 2023, prepared by O.N. (Sonny) Riggsby, L.S., having Virginia license No. 1634; and,

NOW THEREFORE, for and in consideration of the sum of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)**, cash in hand paid by the Grantee unto the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, all of her right, title and interest in and to all of that certain tract or parcel of land, including all improvements thereon, situate on Russell's Fork of the Big Sandy River, in the Hurricane Magisterial District in Buchanan County, Virginia, and being a portion of the same property which was acquired by the Grantor as set out in the premises herein, and with metes and bounds as set forth below:

BEGINNING at a point in the Southerly right of way of Rte. 80, (approx. centerline sta. 352+69.69) thence with said right of way N 69-10-53 E 180.25' to a point of curvature (approx. centerline sta. 354+49.98), thence with the said right of way a curve to the right (chord bearing S 88-40-46 E 329.73') to a point on curve (approx. centerline sta. 358+26.19), thence leaving the said right of way and with the dividing line of parcel no. 4 and parcel no. 1, S 43-43-34 W 175.63' to a corner of G. Kay Fletcher, and with her line N 37-37-42 W 33.25', thence continuing with the Fletcher line S 56-20-25 W 12.58', thence N 37-35-14 W 75.77', thence N 87-27-30 W 57.26', thence S 62-52-02 W 62.33', thence S 70-59-23 W 31.83', thence S 56-28-54 W 83.23', thence S 06-30-27 E 51.46' to a point in the line of the Ilene Compton Property, thence running with Compton and Glenda Colley N 36-55-02 W 155.57' to the beginning and containing 1.03 acres.

and described as in the Exhibit dated September 25, 2023, as prepared by O.N. (Sonny) Riggsby, L.S., Virginia license No. 1634, which is attached as Exhibit "A" and made a part of this deed by reference.

Said property was acquired by the Grantor as set out in the premises herein.

The Grantor covenants to and with the Grantee that she will warrant generally the title to the property hereby conveyed; that she has the right to convey same to the Grantee; that the Grantee shall have quiet possession of same, free from encumbrances, that Grantor has done no act to encumber same; and, that Grantor will execute such other and further assurances of title as may be requisite.

There is hereby excepted and reserved from the operation of this conveyance such of the coal, gas, oil, minerals, rights, privileges, etc., as may have been heretofore sold or excepted

from said land by prior owners. Additionally, this conveyance is subject to all exceptions, limitations or conditions contained in any document which constitutes a muniment of title to the property being conveyed herein and that have been heretofore been recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia.

That on the 2nd day of October, 2023, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this purchase. A copy of the Board of Supervisor's resolution accepting this deed is attached to this deed and made a part of this deed by reference, as Exhibit "B".

The execution of this Deed by Lawrence L. Moise III, County Attorney for Buchanan County, Virginia indicates his approval of the form of this Deed

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IN RE: PUBLIC COMMENTS

Sandy Weekley, Extension Agent for Buchanan County stated every four years Buchanan County Extension Office is required to conduct a comprehensive situation analysis. The last one that was done was in 2018/2019.

We are required to do 100 surveys in the county for this analysis, she stated. Today, I gave each board member a copy of the survey to mail back to my office upon completion by the middle of October, stated Ms. Weekley.

Based on the unit profile and residents' perspective data, the following are top priority issues that were identified for Buchanan County:

- Employment
- Health and Wellness
- Quality and affordable child care/elder care
- Leadership.

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IN RE: CONSIDER REQUESTING A ROAD CLOSURE SIGNS BE INSTALLED IN THE ROCKLICK DISTRICT

Craig Stiltner, Rocklick District Supervisor requested the Virginia Department of Transportation install road closure signs off of State Route 609 on Belcher's Fork Road and Woods Road. There is no thru traffic on these roads and all motorized needs to be notified, he stated.

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IN RE: CONSIDER APPROVING DOCUMENTS REGARDING THE REMAINING PHASES OF THE HURLEY WATERLINE EXTENSION PROJECT AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Craig Stiltner seconded by J. Carroll Branham with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve the following in regards to the remaining phases of the Hurley Waterline Extension Project and authorized the chairman and county administrator to execute the documents with approval as to form by the county attorney:

- Section 3, Business and Employment Plan;
- Certification of Signatures and Address
- Residential Anti-Displacement and Relocation Assistance Plan Certification;
- Agreement by and between Buchanan County Board of Supervisors and Buchanan County Public Service Authority;
- Non-Discrimination Policy;
- County of Buchanan, Virginia Section 504 Grievance Procedure;
- Resolution;
- Fair Housing Certification;
- Administrative Agreement by and between Cumberland Plateau Planning District Commission and Buchanan County Board of Supervisors.

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IN RE: CONSIDER REQUEST #2 FROM BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY IN THE AMOUNT OF \$354,791.12 FROM THE COAL HAUL ROAD FY 2023-2024 (VARIOUS INVOICES)

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve request #2 from Buchanan County Public Service Authority in the amount of \$354,791.12 from the Coal Haul Road FY 2023-2024 (Various Invoices).

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IN RE: CONSIDER APPROVING OAKWOOD FIRE AND RESCUE TO RECEIVE AND STORE A PORTION OF PHARMACEUTICAL SUPPLIES FOR DEPLOYMENT IN THE EVENT OF AN EMERGENCY

After a general discussion by the board upon motion by G. Roger Rife seconded by J. Carroll Branham with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve Oakwood Fire and Rescue to receive and store a portion of pharmaceutical supplies for deployment in the event of an emergency.

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IN RE: CONSIDER APPROVING MOTOROLA RADIOS FOR ALL FIRE AND RESCUE SERVICES THROUGH THE VIRGINIA STATE POLICE DEPT. AND MOBILE COMMUNICATION AMERICA EQUIPMENT

Carrie Owens, E-911 Coordinator requested the board to approve the purchase of Motorola Radios for all fire and rescue services through the Virginia State Police Department and Mobile Communication America Equipment.

Upon motion by G. Roger Rife seconded by Craig Stiltner to purchase the Motorola Radios for all fire and rescue departments.

Jeremy Cooks, Chief of the Oakwood Fire and Rescue Department stated Ms. Owens' request is for one radio for each vehicle. I would like to request two portable radios for each ambulance, he stated.

Ms. Owens stated this would allow each medic to have a portable radio.

How many fire and rescue departments is in the county, asked C. Roger Rife, South Grundy District Supervisor?

There are 17 agencies in the county, stated Ms. Owens.

When one agency gets something, all the others want the same, stated Mr. Rife. How much is this going to cost the county and can we afford these?

Trey Adkins Knox District Supervisor commented that he thought animal control needed to have the radios too.

We can include them if you want, stated Ms. Owens.

If each department get one radio and each rescue squad receives two, then we'll need a total of 51 radios, stated Mr. Cook.

After a general discussion by the board upon motion by G. Roger Rife seconded by Craig Stiltner and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve to amend the previous motion for the purchase in the approximately amount of \$1,376,713.92 of Motorola Radios for all fire and rescue services through the Virginia State Police Dept. and Mobile Communication

America equipment, including an additional 17 portable radios to be paid from Fund 1 and Fund 42 to the Virginia State Police Dept.

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IN RE: CONSIDER ADOPTING RESOLUTIONS FOR THE RATIFICATION OF THE ACCEPTANCE DEEDS FOR THE ACQUISITION OF PROPERTY AS PART OF THE U.S. ARMY CORPS OF ENGINEERS NON-STRUCTURAL PROJECT

After a general discussion by the board upon motion by Craig Stiltner seconded by G. Roger Rife and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby adopt the following Resolutions for the ratification of the following acceptance deeds for the acquisition of property as part of the U.S. Army Corps of Engineers Non-Structural Project.

- Acceptance of deed by and between Steven Ray Stiltner and Breanna Marie Stiltner, Husband and Wife; and Travis Wayne Street and Courtney Street, Husband and Wife to Buchanan County, Virginia;
- Acceptance of deed by and between Lois Owens Wright and Larry E. Wright, Husband and Wife and Louie Edward O’Quinn to Buchanan County, Virginia.

RESOLUTION

IN RE: ACCEPTANCE OF DEED BY AND BETWEEN STEVEN RAY STILTNER AND BREANNA MARIE STILTNER, HUSBAND AND WIFE AND TRAVIS WAYNE STREET AND COURTNEY M. STREET, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk’s Office, Instrument Number 2300001237 between Steven Ray Stiltner and Breanna Marie Stiltner, husband and wife and Travis Wayne Street and Courtney Street, husband and wife and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 2909.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 2nd day of October, 2023 by a roll call vote of six for and zero against.

Tim Hess, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

IN RE: ACCEPTANCE OF DEED BY AND BETWEEN LOIS OWENS WRIGHT AND LARRY E. WRIGHT, HUSBAND AND WIFE AND LOUIE EDWARD O'QUINN TO BUCHANAN COUNTY, VIRGINIA

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 2300001114 between Lois Owens Wright and Larry E. Wright, Husband and Wife and Louie Edward O'Quinn and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 6507.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 2nd day of October 2023 by a roll call vote of six for and zero against.

Tim Hess, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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IN RE: CONSIDER ADOPTING RESOLUTION APPOINTING OF JANICE DAVIS, ASSISTANT COMMONWEALTH ATTORNEY TO THE SOUTHWEST VASAP'S POLICY BOARD FOR A ONE-YEAR TERM BUT NO MORE THAN A THREE-YEAR TERM

After a general discussion by the board upon motion by Craig Stiltner seconded by G. Roger Rife and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby adopt the following Resolution appointing Janice Davis, Assistant Commonwealth Attorney for Buchanan County to the Southwest Virginia Alcohol Safety Action Program (VASAP) for a three-year term.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF BUCHANAN, ESTABLISHING BY JOINT ACTION OF THE BOARDS OF SUPERVISORS OF THE COUNTIES OF BUCHANAN, DICKENSON, LEE, RUSSELL, SCOTT, TAZEWELL, WISE, AND THE CITY COUNCIL OF THE CITY OF NORTON, THE MEMBERSHIP OF THE REGIONAL POLICY BOARD OF THE ALCOHOL SAFETY ACTION PROGRAM (SOUTHWEST VIRGINIA ASAP) TO SERVE THE REGION COMPOSED OF THOSE COUNTIES AND CITY

WHEREAS, the General Assembly of Virginia has, by statute codified as Virginia Code Section 18.2-271.1 (H) provided that any county, city, town, or any combination thereof may establish and operate alcohol safety action programs in connection with highway safety, and that each such program shall operate under the

direction of a local independent policy board chosen in accordance with procedures approved and promulgated by the Commission on VASAP; and

WHEREAS, the Commission on VASAP has approved and promulgated such procedures, which are set out in 24 Virginia Administrative Code 35-20-180; and

WHEREAS, Boards of Supervisors of the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Tazewell, Wise, and the City Council of the City of Norton have established and do operate Southwest Virginia ASAP, which is a regional alcohol safety action program In connection with highway safety, and the Commission on VASAP had approved and promulgated procedures for the policy board of that regional alcohol safety action program to be reconstituted; and

NOW THEREFORE, in accordance with the procedures approved and promulgated by the Commission on VASAP, and pursuant to the authority granted to this Board by Virginia Code Section 15.2-1411 and the organic law of the Commonwealth:

IT IS RESOLVED:

1. That one member of the policy board shall be appointed by the governing body of each participating jurisdiction and the remaining members of the Policy Board shall be selected by those appointees in accordance with law and regulations;
2. That this Board of Supervisors appoints Assistant Commonwealth Attorney, Janice Davis, to Southwest Virginia ASAP's Policy Board for a period of three-year term to end October 2nd, 2026.

Action taken this 2nd day of October, 2023, by the Buchanan County Board of Supervisors.

Teste: Chairman of the Buchanan County Board of Supervisors

Robert C. Horn, County Administrator and Clerk Tim Hess, Chairman

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IN RE: CONSIDER APPOINTMENT TO SOUTHWEST VIRGINIA COMMUNITY COLLEGE LOCAL COLLEGE ADVISORY BOARD

After a general discussion by the board upon motion by G. Roger Rife seconded by Drew Keene and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby appoint Peggy Lowe to the Southwest Virginia Community College Local College Advisory Board for a four-year term ending June 30th 2027.

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IN RE: CONSIDER APPOINTMENT AND/OR REAPPOINTMENT TO THE JOHN FLANNAGAN WATER AUTHORITY FOR A FOUR-YEAR TERM. (CURRENT: J. CARROLL BRANHAM)

After a general discussion by the board upon motion by G. Roger Rife seconded by Craig Stiltner with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J.

Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby reappoint J. Carroll Branham to the John Flannagan Water Authority Board of Directors for a term ending on October 31st, 2027.

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**IN RE: CONSIDER APPROVING THE DATA BREACH IN
PERSONALLY IDENTIFIABLE INFORMATION (PII) POLICY
AND PROCEDURES FOR THE BUCHANAN COUNTY VICTIM
WITNESS ASSISTANCE PROGRAM**

After a general discussion by the board upon motion by Drew Keene seconded by Craig Stiltner and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper this board did hereby approve the following Data Breach in Personally Identifiable Information (PII) Policy and Procedures for the Buchanan County Victim Witness Assistance Program.

**Data Breach in Personally Identifiable Information (PII) Policy and Procedures
Buchanan County Victim Witness Assistance Program**

All services provided by the Buchanan County Victim Witness Assistance Program (BCVWAP) are confidential. The BCVWAP recognizes the very personal and private nature of the information that may be shared by those dealing with the trauma after being affected as a victim of a crime. BCVWAP is committed to honoring the choices of survivors and to provide services in a manner that facilitates client empowerment. BCVWAP will take all necessary steps under this policy and federal law to preserve the privacy rights of those who receive its services, unless expressly authorized by the client to do otherwise.

Records kept for the purpose of providing advocacy to survivors will contain minimal information specifically designed to provide continuity of services and supportive assistance. Information is only documented to the extent necessary to provide services.

Personally Identifiable Information (PII) is defined as *information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some information that is considered to be PII is available in public sources such as telephone books, public websites, and university listings. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general education credentials. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual.*

Data Breach: Unauthorized access to, unauthorized acquisition of, or accidental release of personal information that compromises the security, confidentiality, or integrity of the personally identifying information (PII) constitutes a data breach.

- Reasonable attempts shall be made to notify clients whose PII has been compromised or released without authorization.

- The Director or designee will notify the Department of Criminal Justice Services (DCJS) Information Security Officer and assigned grant monitor within 24 hours of identification of the actual or imminent PII breach.
- Concurrent to the actions outlined above, steps shall be taken to restore data, reinforce security and to return all systems to full operation as soon as possible.

Data Breach Procedure

Unauthorized access to, unauthorized acquisition of, or accidental release of personal information that compromises the security, confidentiality, or integrity of PII constitutes a data breach.

Identification of a Data Breach

The Director will be notified upon identification of an actual or suspected PII breach of data. Notification shall occur as soon as possible and not more than 24 hours following the discovery of a PII data breach. BCVWAP will conduct a notification to affected parties as described in the notification procedures.

Notification of a Data Breach

BCVWAP will notify Buchanan County Administrators office of a breach of PII. Also, reasonable attempts shall be made to notify clients whose PII has been compromised or released without authorization. A program staff person, in coordination with the director, will attempt to notify the supervisor that their PII has been disclosed.

The program staff should discuss with the survivor what information or records were breached, explain the program policy and procedure, engage in safety planning as appropriate, and provide any additional information about the BCVWAP’s plan to address the breach and contain further breach or exposure of the survivor’s information.

The Director or designee will notify the Department of Criminal Justice Services (DCJS) Information Security Officer and assigned grant monitor, within 24 hours of identification of the actual or imminent PII data breach.

The actual PII will not be disclosed to DCJS in the notification but shall include the extent of the data breach.

Concurrent to the actions outlined above, steps shall be taken to restore data, reinforce security, and to return all systems to full operation as soon as possible. All staff will be advised of this policy which will be updated as needed. The Director or designee will investigate the data breach and notify DCJS once a solution has been completed. This will involve working with the Buchanan County Information Technology person to install malware-blocking software, replacing equipment, or changing the locks to an office or file cabinet. In the event the breach involves paper copies of documents, immediate steps shall be taken to recover and secure all remaining documents.

Hayleigh D. Bostic, MSW

(Not sure who needs to sign this agreement)

Director Buchanan County Victim Witness Program

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IN RE: CONSIDER APPROVING THE NONDISCRIMINATION POLICY FOR BUCHANAN COUNTY

After a general discussion by the board upon motion by J. Carroll Branham seconded by Drew Keene and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one

(1) absent, Jeff Cooper this board did hereby approve the following Nondiscrimination Policy for Buchanan County.

NONDISCRIMINATION POLICY

As a recipient of Federal financial assistance, Buchanan County does not exclude, deny benefits to, or otherwise discriminate against any person on the ground of race, color, national origin, disability, age, sex, sexual orientation, gender identity, religion, or creed in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, and in staff and employee assignments, whether carried out by Buchanan County directly or through a contractor or any other entity with which Buchanan County arranges to carry out its programs and activities.

This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (nondiscrimination on the basis of race, color, national origin), Section 504 of the Rehabilitation Act of 1975 (nondiscrimination on the basis of age), regulations of the U.S. Department of Health and Human Services issued pursuant to these three statutes at Title 45 Code of Federal Regulations Part 80, 84, and 91.

Additionally, in accordance with Section 1557 of the Patient Protection and Affordable Care Act of 2010, U.S.C. § 18116, Buchanan County does not exclude, deny benefits to, in otherwise discriminate against any person on the ground of sex (including gender identity) in admission to, participation in, or receipt of the services and benefits under any of its health programs and activities, and in staff and employee assignments, whether carried out by Buchanan County directly or through a contractor or any other entity with which Buchanan County arranges to carry out its programs and activities through the Buchanan County Health Department.

In case of questions, please contact:

Robert Craig Horn, County Administrator

Telephone Number: 276-935-6596

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IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS

After a general discussion by the board upon motion by Craig Stiltner seconded by G. Roger Rife and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper this board did hereby approve the following additional appropriations:

- Additional appropriation in the amount of \$14,906.41 to Sheriff's Office (vehicle and power equipment) account number 31020-6009;
- Additional appropriation in the amount of \$500.00 to Garden District Park and Development account number 71060-7010-03;
- Additional appropriation in the amount of \$2,484.20 to William P. Harris Park (supplies) account number 71040-6022-02;
- Additional appropriation in the amount of \$225.00 to William P. Harris Park (supplies) account number 71040-6022-02;
- Additional appropriation in the amount of \$1,770.00 to Sheriff's Office (salaries and wages) account number 31020-1150.

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IN RE: CONSIDER RATIFYING TEMPORARY PART-TIME WEED CUTTERS

After a general discussion by the board upon motion by G. Roger Rife seconded by Drew Keene and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve ratify the following temporary part-time weed cutters

- Brayden Kiser Hurricane District
- Bucky Kiser Hurricane District

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IN RE: CONSIDER APPROVING TO HIRE CHRISTOPHER SANABRIA AS A PART-TIME EMPLOYEE AT WILLOWBROOK GOLF COURSE

After a general discussion by the board upon motion by Craig Stiltner seconded by J. Carroll Branham and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve to hire Christopher Sanabria as a part-time employee at Willowbrook Golf Course.

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IN RE: CONSIDER APPROVING TO ADVERTISE FOR SNOW REMOVAL VENDORS FOR COUNTY ROADS

After a general discussion by the board upon motion by Drew Keene seconded by Craig Stiltner and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve to advertise for snow removal vendors for county roads.

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IN RE: CLOSED SESSION 2.2-3711 1950 CODE OF VIRGINIA

Upon a motion by Craig Stiltner seconded by Drew Keene and with a roll call vote of six (6) yeas, J. Carroll Branham, Craig Stiltner, Tim Hess, Drew Keene, G. Roger Rife, Trey Adkins, zero (0) nays and one (1) absent, Jeff Cooper, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711 (A)(6)(8), the discussion regarding the investment of public funds and consultation with legal counsel regarding the new Buchanan County Public Service Authority sewage treatment plant.

Motion was made by Craig Stiltner to return from closed session seconded by Drew Keene and with the following roll call vote of six (6) yeas, Trey Adkins, J. Carroll Branham, Drew Keene, Tim Hess, G. Roger Rife, Craig Stiltner, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve to return from closed session.

This board meeting resumed in open session after being in executive session for fifty (50) minutes.

A motion by Drew Keene seconded by Craig Stiltner that the Board certify that in the closed session just concluded, nothing was discussed except the matter specifically identified in the motion to convene in closed session and lawfully permitted to be so discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. The motion was agreed upon by the following roll call vote six (6) yeas, Drew Keene, Tim Hess, G. Roger Rife, Craig Stiltner, J. Carroll Branham, Trey Adkins, zero (0) nays and one (1) absent, Jeff Cooper.

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IN RE: CONSIDER APPROVING AND ISSUING PAYMENT FOR CONTRIBUTIONS

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of six (6) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Trey Adkins, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve to issue a check for the following contributions. Also, the check to Hurley Youth Sports, Inc. is to be issued from account number 71060-7010-10 (Trey Adkins Athletic account):

Grundy High School (baseball team)	\$3,050.00
Grundy High School (art dept.)	\$1,000.00
BC Youth	\$5,000.00
Prater Vol. Fire & Rescue	\$3,000.00
Hurley Youth Sports, Inc.	\$5,000.00
Buchanan Co. Youth League Football, Assoc.	\$1,080.00
Council Elem./Middle School (Christmas)	\$3,000.00

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IN RE: CONSIDER A CONTRIBUTION TO THE CUMBERLAND PLATEAU PLANNING DISTRICT EARMARKED FOR THE REGIONAL HOUSING STUDY.

After a general discussion by the board upon motion by G. Roger Rife seconded by Drew Keene and with a roll call vote of five (5) yeas, Drew Keene, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Tim Hess, zero (0) nays, one (1) absent, Jeff Cooper and one (1) abstention, Trey Adkins, this board did hereby approve to issue a check in the

amount of \$10,000 from Fund 52 to Cumberland Plateau Planning District earmarked for the regional housing study.

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IN RE: CONSIDER APPROVING TO PURCHASE AN ICE MAKER FOR WILLOWBROOK GOLF COURSE

After a general discussion by the board upon motion by Craig Stiltner seconded by J. Carroll Branham and with a roll call vote of six (6) yeas, Trey Adkins, Drew Keene, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve to purchase an ice maker for Willowbrook Golf Course from general properties.

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IN RE: CONSIDER APPROVING TO PURCHASE A FREEZER FOR ROCKCLICK FOOD PANTRY

After a general discussion by the board upon motion by Craig Stiltner seconded by J. Carroll Branham and with a roll call vote of six (6) yeas, Trey Adkins, Drew Keene, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve to purchase a freezer from Central Restaurant Products in the amount of \$9,714.59 for Rocklick Food Pantry from account number 71060-7010-11.

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IN RE: CONSIDER APPROVING TO CONDUCT A PRE-INSPECTION OF TWO ROADS TO BE TAKEN INTO THE COUNTY ROAD SYSTEM

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of six (6) yeas, Trey Adkins, Drew Keene, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby request the review committee according to the Buchanan County Road and Bridge Policy conduct a pre-inspection of Bluebird Lane in the Rocklick Magisterial District and Tropical Road in the Knox Magisterial District.

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IN RE: CONSIDER APPROVING TO TRANSFER PEBBLES BURGESS FROM BUCHANAN COUNTY COMMONWEALTH ATTORNEY'S OFFICE TO THE BUCHANAN COUNTY BOARD OF SUPERVISORS

After a general discussion by the board upon motion by J. Carroll Branham seconded by Trey Adkins and with a roll call vote of six (6) yeas, Trey Adkins, Drew Keene, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve to transfer Pebble Burgess from the Buchanan County Commonwealth Attorney's Office to Buchanan County Board

of Supervisors employee as a full-time grant writer/internal auditor for Buchanan County at her current salary

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IN RE: CONSIDER APPROVING A CONTRIBUTION TO KNOX CREEK VOLUNTEER FIRE AND RESCUE

Trey Adkins, Knox District Supervisor stated the Knox Fire and Rescue Department is needing approximately \$35,000 to meet payroll within the next month or so. In the last fiscal year, the county appropriated an additional \$40,000 to the fire and rescue department and I've taken \$45,000 from one of my districts accounts this year for the departments.

Rescue 33 does a lot of transports and Knox Rescue is having to respond to all the 911 calls for the area, commented Mr. Adkins.

Are the fire and rescue departments being audited each year, asked G. Roger Rife, South Grundy District Supervisor?

Robert C. Horn, County Administrator stated the company that is hired by the board of supervisors only audits the county.

If one department gets something, then all the other's wants the same, commented Mr. Rife. Is Knox Rescue Department billing insurance?

Yes, they are billing insurance, stated Mr. Adkins.

We need to keep up how much they've already received, stated Mr. Rife.

Craig Stiltner, Rocklick District Supervisor stated if we give contributions to any 501(c)(3) organization, then we should be able to audit their books.

Drew Keene, Prater District Supervisor agreed with Mr. Rife and Mr. Stiltner.

After a general discussion by the board upon motion by Trey Adkins seconded by Drew Keene and with a roll call vote of six (6) yeas, Trey Adkins, Drew Keene, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve a contribution in the amount of \$35,000.00 to Knox Creek Volunteer Fire and Rescue to be issued from Fund 52.

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IN RE: CONSIDER APPROVING TO MODIFY THE CONTRACT WITH ROBINSON, FARMER, COX ASSOCIATES

After a general discussion by the board upon motion by G. Roger Rife seconded by Drew Keene and with a roll call vote of six (6) yeas, Trey Adkins, Drew Keene, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve to modify the contract with Robinson, Farmer, Cox Associates to include auditing all fire and rescue departments that the county provides funding for each budget year.

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IN RE: CONSIDER APPROVING TO ISSUE A CHECK TO BIG ROCK VOLUNTEER FIRE DEPARTMENT, INC. TO BE DIVIDED EQUALLY AMONG THE FOLLOWING (10) FIRE DEPARTMENTS FOR REIMBURSEMENT FOR THE ANNUAL EDISPATCH INVOICE

After a general discussion by the board upon motion by Drew Keene seconded by Trey Adkins and with a roll call vote of six (6) yeas, Trey Adkins, Drew Keene, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve to issue a check in the amount of \$3,327.28 to Big Rock Volunteer Fire Department, Inc. to be divided equally among the following (10) fire departments for reimbursement for the annual edispach invoice:

- Council Volunteer Fire Dept.
- Grundy Volunteer Fire Dept.
- Harman Volunteer Fire Dept.
- Knox Creek Volunteer Fire Dept.
- Patterson Volunteer Fire Dept.
- Prater Volunteer Fire Dept.
- Slate Creek Volunteer Fire Dept.
- Whitewood Volunteer Fire Dept.
- Break Volunteer Fire Dept.
- Oakwood Volunteer Fire Dept.

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IN RE: CONSIDER APPROVING ANNUAL PART-TIME EMPLOYEES AT POPLAR GAP PARK ATHLETIC PARK AND WILLIAM P. HARRIS PARK

After a general discussion by the board upon motion by Drew Keene seconded by G. Roger Rife and with a roll call vote of six (6) yeas, Trey Adkins, Drew Keene, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve Emma Justus as an annual part-time employee at Poplar Gap Athletic Park and Adrienne Barton as an annual part-time employee at the William P. Harris Park.

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IN RE: CONSIDER APPROVING AGREEMENT BETWEEN BUCHANAN COUNTY, VIRGINIA AND HURT & PROFFITT, INC.

After a general discussion by the board upon motion by J. Carroll Branham seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, Trey Adkins, Drew Keene, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve the following Agreement between Buchanan County, Virginia and Hurt & Proffitt, Inc. dated October 2nd, 2023.

THIS AGREEMENT made and entered into on this the 2nd day of October, 2023, by and between **BUCHANAN COUNTY**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as the "County", and **HURT & PROFFITT, INC.** hereinafter sometimes referred to as "Hurt & Proffitt".

WITNESSETH:

THAT WHEREAS, the County desires the services of a firm licensed in the Commonwealth of Virginia to perform services for the County to provide GIS website Hosting and appropriate support services for hosting the County's GIS website; and

WHEREAS, the Request for Proposal, and its terms upon which the procurement of this contract is based, and Hurt & Proffitt's response to the RFP are hereby incorporated into this contract by reference and attached hereto as Exhibit "A" and Exhibit "B"; and

WHEREAS, such duties shall include work requiring the consistent exercise of discretion and judgment; and

WHEREAS, the County has advertised the availability of such work pursuant to the Virginia Public Procurement Act and has chosen to enter into this Contract with Hurt & Proffitt, Inc. through the competitive negotiation process for non-professional services pursuant to Va. Code section 2.2-4302.2(A)(3); and

NOW THEREFORE, in consideration of the premises and of the foregoing covenants and agreements, the parties covenant and agree as follows:

1) Hurt & Proffitt hereby agrees to furnish the services of its employees to Buchanan County for the purpose of providing services for the creation of SQL database, GIS website and mapping services described in the RFP, attached hereto as Exhibit "A". Including, but not limited in regard to such services are the following:

- a) Maintaining a basic web-based GIS mapping website, containing the County's map data, hosted on Hurt & Proffitt servers.
- b) Hurt & Proffitt is to provide all services pertaining to the hosting of the new GIS web site for a period of one year. Additionally, Hurt & Proffitt will provide GIS support services as set forth in this agreement.

2) Hurt & Proffitt shall remain an independent contractor at all times during the course of this Agreement, shall provide its own equipment and supplies and determine its own work methods.

3) Hurt & Proffitt shall keep a record of all services it performs for the County as it pertains to all hourly billable services, of the time which each of its employees spends working for the County. Such records shall be made available to the County for review upon request of the Buchanan County Board of Supervisors or the County Administrator.

4) Hurt & Proffitt shall bill the County for its services performed prior to the 25th day of each month. With each monthly invoice, Hurt & Proffitt shall supply the County with copies of any final plans, maps, or other finalized documents or work product produced by Hurt & Proffitt during the term of this contract and not previously supplied to the County. The County shall pay Hurt & Proffitt in accordance with the following fee schedule:

a) \$6,000.00 as annual fee for WebGIS maintenance; and

b) \$600 annual fee (optional) for additional secure WebGIS setup, which must be separately authorized by the County Administrator.

c) Additional GIS support services as set forth in the RFP and Hurt & Proffitt Proposal shall be billed out \$85.00 per hour. Such additional services must be authorized as per paragraph number 5 of this agreement. Additional GIS support services also include routine GIS layer maintenance, creating new GIS layers, creating map printouts, data cleanup, custom programming, app development, field collection setup\deployment, GIS training, consultation or other GIS related tasks.

5) Hurt & Proffitt agrees that it may only be assigned jobs to be done for the County by Resolution of the Buchanan County Board of Supervisors or by written instruction of the County Administrator. However, Hurt & Proffitt is authorized to begin work upon receiving the verbal instructions of the County Administrator, provided that such verbal instructions are subsequently memorialized in writing by the parties.

6) The term of this contract shall be for a one (1) year period beginning on the _____ day of _____ 2023. This contract may be renewed at the option of the County for three additional one-year terms. Hurt & Proffitt agrees that its

employment as a contractor for the County shall be at the will of the Buchanan County Board of Supervisors who may release Hurt & Proffitt at any time without cause. If the County terminates the contract prior to the completion of all work, Hurt & Proffitt shall be paid for the work accomplished at the time of termination of the contract.

7) Upon the termination of this Agreement Hurt & Proffitt shall turn over all maps, plans, and documents, in either paper or digital format, which were either obtained or created for the benefit of the County and which it has in its possession or its employees have in their possession, to the County Administrator. All documents, maps and plans prepared by Hurt & Proffitt and its employees for the benefit of the County during the course of its employment by the County shall be the sole and exclusive property of the County. During the term of this contract, Hurt & Proffitt shall designate a representative of its firm to handle in timely manner the specific requests for materials by the County. The representative from Hurt & Proffitt and the County Attorney shall agree as to a procedure for the request of materials by the County from Hurt & Proffitt that is mutually agreeable to both the County and Hurt & Proffitt.

8) During the performance of this Agreement, Hurt & Proffitt agrees as follows:

- A. 1. Hurt & Proffitt will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Hurt & Proffitt. Hurt & Proffitt agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Hurt & Proffitt, in all solicitations or advertisements for employees placed by or on behalf of Hurt & Proffitt, will state that Hurt & Proffitt is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

- B. Hurt & Proffitt will include the provisions of the foregoing paragraphs 9)A.1, 9)A.2., and 9)A.3 in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
- C. During the performance of this Agreement, Hurt & Proffitt will:
1. Provide a drug-free workplace for Hurt & Proffitt's employees;
 2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Hurt & Proffitt's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 3. State in all solicitations or advertisements for employees placed by or on behalf of Hurt & Proffitt that Hurt & Proffitt maintains a drug-free workplace; and
 4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- D. Hurt & Proffitt shall not during the performance of this agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. In the event of Hurt & Proffitt's noncompliance with this section of this Agreement, (Section 9), this agreement may be cancelled, terminated or suspended, in whole or part, and Hurt & Proffitt may be declared

ineligible for further Agreements and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

9) Hurt & Proffitt shall indemnify and save harmless Buchanan County and its Board of Supervisors against all losses, or damages on account of injury to persons or property occurring in the performance of this Agreement together with any and all attorneys' fees incurred by Buchanan County on account of any thereof.

10) Hurt & Proffitt shall, at its own cost and expense, procure and maintain insurance required under the Virginia Workers' Compensation Act; motor vehicle insurance with minimum limits of \$500,000.00; as well as general liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00. Hurt & Proffitt shall have Buchanan County placed on the aforesaid insurance policies as an additional insured and provide the County with certificates of such insurance.

11) In the performance of the work under this Agreement, Hurt & Proffitt shall conform to all applicable laws, ordinances, rules and regulations now in force or hereafter adopted and shall obtain all permits, licenses and consents required by such laws, ordinances, rules and regulations.

12) This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Buchanan County shall be the proper venue for any litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction,

13) If any provisions of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless remain in full force and effect.

14) That it is understood by Hurt & Proffitt that Lawrence L. Moise III, County Attorney for Buchanan County, Virginia, represents the County in the drafting of this Agreement. Furthermore, Hurt & Proffitt understands that since Lawrence L. Moise III represents the County he cannot represent Hurt & Proffitt's interest in this matter. That by the execution of this Agreement, the parties indicate that they understand the terms of the Agreement and they intend to be bound by the terms hereof. Hurt & Proffitt further acknowledges that it should seek the advice of an attorney of its own choosing

prior to executing this Agreement; and, Hurt & Proffitt acknowledges that it has a right to its own attorney to represent it in this matter and has a right to have such attorney review this document before it is executed. All these rights being fully understood, the parties do hereby voluntarily agree, after being advised of the above, and after understanding completely the terms of this Agreement, to execute this document of their free consent.

15) On the 2nd day of October, 2023, at a duly held meeting of the Buchanan County Board of Supervisors, the Board authorized the County to enter into this Agreement with Hurt & Proffitt and authorized Tim Hess, Chairman of the Buchanan County Board of Supervisors, and Robert Craig Horn, County Administrator, to execute this Agreement on behalf of the Buchanan County Board of Supervisors in a form approved by the County Attorney.

16) By his execution of this Agreement Lawrence L. Moise III, County Attorney for Buchanan County approves of the form of this Agreement.

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

BY: _____
**Tim Hess, Chairman, Buchanan County
Board of Supervisors**

ATTEST:

Robert Craig Horn, County Administrator

APPROVED TO AS TO FORM:

Lawrence L. Moise III, County Attorney

_____ 000 _____

**IN RE: CONSIDER APPROVING TO PURCHASE A NEW BRUSH HOG
FOR THE BUCHANAN COUNTY SANITATION DEPARTMENT**

After a general discussion by the board upon motion by Craig Stiltner seconded by J. Carroll Branham and with a roll call vote of six (6) yeas, Trey Adkins, Drew Keene, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Tim Hess, zero (0) nays and one (1) absent, Jeff Cooper, this board did hereby approve an additional appropriation in the amount estimated at \$250,000 to general properties for the purchase of a new brush hog

and to request sealed bids for the purchase of the new brush hog and accept the lowest bid.

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**IN RE: CONSIDER A CONTINUED MEETING ON MONDAY, OCTOBER
16TH AT 6:00 P.M. TO HAVE A JOINT MEETING WITH
BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY BOARD
OF DIRECTORS, WHICH WILL BE HELD IN THE BOARD OF
SUPERVISORS MEETING ROOM ON THE 3RD FLOOR OF THE
BUCHANAN COUNTY GOVERNMENT CENTER/
ADJOURNMENT**

After a general discussion by the board a continued meeting was scheduled for **Thursday, October 5th at 6:00 p.m.** in the board of supervisor meeting room on the 3rd floor of the Buchanan County Government Center. Also, the joint/continued meeting scheduled for Monday, October 16th with the Buchanan County Public Service Authority Board of Directors was canceled.

Tim Hess, Chairman of the
Buchanan County Board of Supervisors

Robert Craig Horn, County Administrator