

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on the 1st day of April 2024 starting at 5:00 o'clock p.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: G. Roger Rife, Chairman
Tim Hess
Trey Adkins
Craig Stiltner
David Rose
Lee Dotson
Jeff Cooper

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

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

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IN RE: PRESENTATION OF PLAQUE AND RESOLUTION IN HONOR OF RUTH JUSTUS WHO TURNED 100 YEARS YOUNG ON JANUARY 15TH, 2024

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Lee Dotson, G. Roger Rife, David Rose, Trey Adkins, Craig Stiltner, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution in honor of Ruth Justus who turned 100 years young on January 15th, 2024.

RESOLUTION

CERTIFICATE OF RECOGNITION FOR RUTH JUSTUS

WHEREAS, Ruth Justus was honored by friends and relatives on the occasion of her 100th birthday on January 13th, 2024; and

WHEREAS, she was born in Hurley, Virginia on January 15th, 1924 and has been a devoted resident of this community for 99 of the 100 years of her life; and

WHEREAS, she became the wife to William Justus in 1940 and this marriage was blessed with seven children, fifteen grandchildren, 19 great-grandchildren and three great-great-grandchildren; and

WHEREAS, in addition to being a wife and mother, she has been active in church and civic responsibilities and enjoys cooking/baking, sewing and her iPad; and

***WHEREAS**, during a long and productive lifetime, she has demonstrated in countless ways her dedication to the welfare of others and has earned the respect and affection of people from all walks of life and all ages; and*

***WHEREAS**, she has lived during the most eventful century of this world's history; and in her quiet way has been a force for good and a stabilizing influence on those around her during these turbulent years; and*

***NOW, THEREFORE**, Trey Adkins, Knox District Supervisor and the Buchanan County Board of Supervisors, do hereby deem it an honor and pleasure to resolve to extend this Certificate of Recognition to Ruth Justus on the occasion of her 100th Birthday, with sincere congratulations and best wishes for many more happy, productive years.*

This Resolution was adopted by the Buchanan County Board of Supervisors on t h i s t h e 1st day of April, 2024.

Recorded Vote:

Motion by: Trey Adkins

Second by: Lee Dotson

Yeas: Seven

Nays: Zero

*G. Roger Rife, Chairman of
the Buchanan County Board of Supervisors*

***IN WITNESS WHEREOF**, I do hereby set my hand, and cause the seal of Buchanan County to be affixed, this 1st day of April, 2024.*

Robert C. Horn, County Administrator

Trey Adkins, Knox District Supervisor presented Mrs. Justus with a plaque in honor of her 100th birthday.

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IN RE: SANDY WEEKLEY, EXTENSION AGENT – REQUEST FUNDING IN THE AMOUNT OF \$280.00 FROM EACH SUPERVISOR FOR 4-H SUMMER CAMP

Sandy Weekley, Extension Agent thanked the board for their past support for 4-H Camp. She requested \$280.00 from each supervisor to help one student in each of the seven districts to attend 4-H Camp. We already have 20 signed up for camp this year, she commented.

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson and with the following roll call vote of seven (7) yeas, Craig Stiltner, Jeff Cooper, Trey Adkins, Lee Dotson, David Rose, G. Roger Rife, Tim Hess and zero (0) nays, this board did hereby approve a contribution in the amount of \$1,960.00 to be divided equally among the seven district accounts for one scholarship per district to attend 4-H camp in July 2024.

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IN RE: BRANDON AND JESSICA KEEN – REQUEST COUNTY SPONSORSHIP AND SUPPORT FOR THE AUTISM AWARENESS EVENTS TO BE HELD AT THE COUNCIL PARK

Jessica Keen resident, requested the board to sponsor and support Autism Awareness Events to be held at the Council Park during the month of April. We will be having a car show, bake sales, school walk etc. All the proceeds from all these events will go to Council High School and Council Elementary/Middle School.

L. Lee Moise, County Attorney stated if this a county sponsored event it can be covered through the county's insurance VCORP.

After a general discussion by the board upon motion by Tim Hess seconded by David Rose and with a roll call vote of seven (7) yeas, Craig Stiltner, Jeff Cooper, Trey Adkins, Lee Dotson, David Rose, G. Roger Rife, Tim Hess and zero (0) nays, this board did hereby approve to sponsor and support the Autism Awareness Events to be held at the Council Park.

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IN RE: ALISHA STILTNER, DIRECTOR OF BUCHANAN COUNTY COMMUNITY SERVICE DIVERSION PROGRAM – CONSIDER APPROVING THE FOLLOWING DOCUMENTS FOR THE DIVERSION PROGRAM

Alisha Stiltner, Director of Buchanan County Community Service Diversion Program requested the board to consider approving documents that are used by the Diversion Program.

G. Roger Rife, Chairman asked if Judge Johnson has approved these documents?

Yes, I think Crawford Ellsworth, Assistance Commonwealth Attorney prepared these documents in 2018 when the program was started, stated Ms. Stiltner.

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Craig Stiltner, Jeff Cooper, Trey Adkins, Lee Dotson, David Rose, G. Roger Rife, Tim Hess and zero (0) nays, this board did hereby approve the following documents for the Diversion Program:

- Participant Handbook;
- Case Info.;
- Buchanan County Community Service Diversion Program;
- Drug Testing;
- Acknowledgement of the 4th Amendment Waived/Consent to Search;
- Uniform Authorization to Use and Exchange Information;
- Waiver of Liability Release;
- Sentencing Chart;
- Commonwealth of Virginia form.

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IN RE: ED TALBOTT AND CURT BREEDING - BUCHANAN COUNTY HISTORICAL SOCIETY MUSEUM BOARD

Curt Breeding with the Buchanan County Historical Society Museum Board stated we'll have to do the presentation at the next board meeting. We didn't bring the projector to do it today.

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IN RE: CONSENT AGENDA

After a general discussion by the board upon motion by Craig Stiltner seconded by Tim Hess and with a roll call vote of seven (7) yeas, Lee Dotson, G. Roger Rife, David Rose, Trey Adkins, Craig Stiltner, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby approve the following Consent Agenda:

- a. Approval of minutes for March 11th and 19th, 2024;
- b. Ratify payroll after review;
- c. Ratify the payment of bills by Resolution adopted on January 8th, 2024; (Including the Buchanan County Head Start ratified bill list and bill list)
- d. Approval of the following coyote claims in the amount of \$100.00 per claim and to issue a check for claim/s.

Anthony Stiltner	two claims
Jeff Lamie	five claims
Charles Bennett	one claim
Elijah Tiller	one claim
Cody Shelton	one claim
Otis Deel	one claim
Timmy Childress	three claims
Kevin Davis	one claim
Elisha Ball	one claim
Larry Tiller	three claims
Justin Davis	one claim
Brandon Hall	one claim
Ray Looney	one claim
Thomas Riddle	one claim
Ernest Dotson	one claim
Jimmy Clevinger	one claim
Gary W. Hughes	one claim
Ronnie Blankenship	two claims
Jeremy Lester	one claim
Garman Lee Rice	one claim
Chris Wolford	two claims

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IN RE: PUBLIC COMMENTS

Gary Davis, resident stated he lived on top of route 307, on Davis Mountain Road located in the Garden Magisterial District. CNX has destroyed the county road and it's very difficult to travel on, he stated.

CNX is required to get a Land Use Permit from the county before they install any gas lines under or on the county right-o-way, stated L. Lee Moise, County Attorney.

Another resident stated from Sandy Gap Road to Betsy Branch Road is a muddy mess where CNX cut the road up installing lines.

Jeff Cooper, Garden District Supervisor commented that CNX takes what they want and leaves a mess.

Craig Stiltner, Rocklick District Supervisor recommended that Marcus Stiltner, Coal Haul Road Engineer go see how much damage has been done in these areas by CNX and bill them for the damages.

G. Roger Rife, Chairman agreed with Mr. Stiltner and requested Marcus Stiltner to take pictures of these areas.

Marcus Stiltner stated he will review these areas on Tuesday morning and meet with Mr. Davis and the other resident.

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**IN RE: MARCUS STILTNER, COAL HAUL ROAD ENGINEER -
CONSIDER ADOPTING THE RESOLUTION REGARDING THE
ACCEPTANCE OF DEED BY AND BETWEEN PENNIE JEAN
HUMBERT RATLIFF, ARIEL FAITH RATLIFF, BETHANY
NICHOLE RATLIFF, KEVIN HUMBERT AND BARRY
HUMBERT TO BUCHANAN COUNTY, VIRGINIA IN REGARD
TO TAKING HUMBERT ROAD INTO THE COUNTY ROAD
SYSTEM**

Marcus Stiltner, Coal Haul Road Engineer stated the Deed-of-Gift for Humbert Road is located in the Hurricane Magisterial District. Hubert Road is located off of Gum Branch Road.

After a general discussion by the board upon motion by Craig Stiltner seconded by Tim Hess and with a roll call vote of seven (7) yeas, Lee Dotson, G. Roger Rife, David Rose, Trey Adkins, Craig Stiltner, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution regarding the acceptance of Deed by and between Pennie Jean Humbert Ratliff, Ariel Faith Ratliff, Bethany Nichole Ratliff, Kevin Humbert and Barry Humbert to Buchanan County, Virginia in regard to taking Humbert Road located in the Hurricane Magisterial District into the County Road System.

RESOLUTION

IN RE: ACCEPTANCE OF DEED BY AND BETWEEN PENNIE JEAN HUMBERT RATLIFF, ARIEL FAITH RATLIFF, BETHANY NICHOLE RATLIFF, KEVIN HUMBERT AND BARRY HUMBERT TO BUCHANAN COUNTY, VIRGINIA REGARDING HUMBERT ROAD, 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 Pennie Jean Humbert Ratliff, Ariel Faith Ratliff, Bethany Nichole Ratliff, Kevin Humbert and Barry Humbert, grantors, and Buchanan County, Virginia, grantee 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 such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of April, 2024 by a roll call vote of seven for and zero against.

G. Roger Rife, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT, made and entered into on this the 1st day of April, 2024, by and between **PENNIE JEAN HUMBERT RATLIFF, ARIEL FAITH RATLIFF, BETHANY NICOLE RATLIFF, KEVIN HUMBERT, AND BARRY HUMBERT**, hereinafter sometimes referred to as “GRANTORS”, 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, the Grantee wishes to maintain a road with turn around which is a part of the public road in the Hurricane Magisterial District for the traveling public, namely Humbert Road, County Road # 5361; and

WHEREAS, the Grantors desire to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way for a road with turn around which is part of the public road known as Humbert Road, County Road #5361; and

NOW THEREFORE, for and in consideration of promoting the public interest

by providing a road with turn around which is part of a public road known as Humbert Road, County Road #5361 for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Hurricane Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

Property to be conveyed by Pennie Jean Humbert Ratliff, Ariel Faith Ratliff, Bethany Nicole Ratliff, Kevin Humbert and Barry Humbert is as follows:

Beginning at a point in the centerline of the proposed Humbert Road (Centerline Station 11+55.25, thence with the said centerline N 30-11-12 W 56.48', thence a curve to the right (chord bearing S 02-17-01 E 28.32', thence N 25-37-05 E 111.06', thence a curve to the right (chord bearing S 30-35-57 W 55.79'), thence N 35-34-48 E 178.91', thence a curve to the left (chord bearing N 31-33-44 E 80.51'), thence N 20-25-32 E 96.31', thence a curve to the right (chord bearing S 28-37-01 W 23.75'), thence N 36-48-30 E 25.16' to the end at centerline station 18+15.46 and containing approximately 13,150.50 sq. ft.

Beginning at a point in the centerline of the proposed Humbert Road (centerline station 18+15.46), thence leaving the said centerline N 60-37-12 W 17.50', thence N 29-22-48 E 35.00', thence S 60-37-12 E 35.00', thence S 29-22-48 W 35.00', thence N 60-37-12 W 17.50' to the beginning and containing 1225 sq. ft.

Source and title for grantors: Pennie Jean Humbert Ratliff, Ariel Faith Ratliff and Bethany Nicole Ratliff acquired a portion of the land affected by this right-of-way deed through the Will of Roy Lester Humbert, said Will is recorded in Will Book 09 Page 61 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded Will which includes the deed reference by which Roy Lester Humbert acquired the property.

Source and title for grantors: Penny Humbert, Kevin Humbert and Barry Humbert acquired a portion of the land affected by this right-of-way deed by a deed recorded in Deed Book 369 Page 57 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed and the Certificate of Execution recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia in Deed Book 369, page 59.

Included in this deed of conveyance is the permanent right and easement to use such additional areas for cut and/or fill slopes as being required for the proper execution of the work to be performed. Said work shall include location and construction of, or other improvement to, a public road to be used and utilized by the general public at large for all public transportation purposes. Said permanent easement will be utilized for maintenance of cut and/or fill slopes created as a requirement for the proper execution of

the work to be performed.

Included in this deed of conveyance is the right and easement to construct, improve, relocate and maintain any creek, drain, drainage ditch or other drainage facilities that may exist on the lands of the Grantors or that may be needed or convenient for the proper and adequate drainage of the aforesaid road and surrounding property and/or location, construction, reconstruction or other improvement of a road within the property to be conveyed.

AND FURTHER WITNESSETH: That the Grantors, for the consideration stated above, also covenant and agree, upon demand of any public utility company or corporation having its facilities in, over or across the lands herein conveyed, that they, the said Grantors, will give, grant and convey unto such public utility company or corporation an easement in, over and across the lands of the Grantor lying adjacent to the lands herein conveyed for the relocation, construction, operation and maintenance of said facilities.

The Grantors covenant to and with the Grantee that they will warrant generally the title to the property hereby conveyed; that they have the right to convey same to the Grantee; that the Grantee shall have quiet possession of same, free from encumbrances, that Grantors have done no act to encumber same; and, that Grantors 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, 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 1st day of April, 2024, 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 property acquisition.

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.

**WITNESS the following signatures and seals
GRANTORS:**

BY: _____
Pennie Jean Humbert Ratliff
BY: _____
Ariel Faith Ratliff
BY: _____
Bethany Nicole Ratliff

BY: _____
Kevin Humbert

BY: _____
Barry Humbert

BY: _____ (SEAL)
G. Roger Rife, Chairman of the Buchanan County, VA
Board of Supervisors

ATTEST:

ROBERT C. HORN, County Administrator

APPROVED TO AS TO FORM ONLY:

LAWRENCE L. MOISE III, ESQ.
County Attorney for
Buchanan County, VA.

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IN RE: CONSIDER RATIFYING THE PURCHASE OF A 2024 SILVERADO 2500 CREW 4WD IN THE AMOUNT OF \$66,722.00 AND RATIFY THE PURCHASE OF A 2008 LOADER

Marcus Stiltner, Coal Haul Road Engineer stated the 2024 Silverado 2500 Crew 4WD and the 2008 loader has already been approved by the board. No action is needed.

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IN RE: PUBLIC HEARING – 5:30 P.M. – TO HEAR PUBLIC COMMENTS CONCERNING AMENDING THE FISCAL YEAR 2023/2024 COUNTY BUDGET TO PROVIDE AN ADDITIONAL APPROPRIATION IN THE TOTAL AMOUNT OF \$1.75 MILLION FOR AN AMENDMENT TO THE BUCHANAN COUNTY COAL AND GAS ROAD IMPROVEMENT FUND PLAN FOR THE US 460/121 PROJECT

G. Roger Rife, Chairman opened the public hearing for comments.

Marcus Stiltner, Coal Haul Road Engineer stated we had a coal haul road meeting and the committee approved to amend the fiscal year 2023/2024 county budget for the \$1.75 million for the US 460/121 project.

Upon motion by Craig Stiltner seconded by Tim Hess and a roll call vote of seven (7) yeas, Lee Dotson, G. Roger Rife, David Rose, Trey Adkins, Craig Stiltner, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby approve to close the public hearing.

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IN RE: CONSIDER ADOPTING THE RESOLUTION AMENDING THE FISCAL YEAR 2023/2024 COUNTY BUDGET TO PROVIDE AN ADDITIONAL APPROPRIATION TO THE IN THE TOTAL AMOUNT OF \$1.75 MILLION FOR AN AMENDMENT TO THE BUCHANAN COUNTY COAL AND GAS ROAD IMPROVEMENT FUND PLAN FOR THE US 460/121 PROJECT

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Lee Dotson, G. Roger Rife, David Rose, Trey Adkins, Craig Stiltner, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution amending the fiscal year 2023/2024 county budget to provide an additional appropriation to the in the total amount of \$1.75 million for an amendment to the Buchanan County Coal and Gas Road Improvement Fund Plan for the US 460/121 Project.

RESOLUTION

RE: AMENDMENT TO COUNTY BUDGET FOR FY 2023-2024 FOR ADDITIONAL APPROPRIATION TO COAL ROAD PLAN FY 2023-2024 FOR THE US 460/121 PROJECT FROM THE TOWN OF GRUNDY CORPORATION LIMITS TO THE KENTUCKY STATELINE

WHEREAS, pursuant to Va. Code section 15.2-2507 the Buchanan County Board of Supervisors on Monday, April 1st 2024 held a public hearing regarding an amendment to the Coal Road Plan FY 2023-2024 that adds \$1,750,000.00 to the Buchanan County Coal and Gas Road Improvement Fund Plan for FY 2023-2024 for the US 460/121 Project from the Town of Grundy corporation's limits to the Kentucky Stateline; and

WHEREAS, since the \$1,750,000.00 is an additional appropriation exceeding 1% of the County's Budget for FY 2023-2024 a public hearing was required prior to amending the budget and approving the additional appropriation; and

WHEREAS, after conducting said public hearing the Board of Supervisors approved amending the County Budget for FY 2023-2024 to add an additional appropriation in the amount of \$1,750,000.00 to amend the Buchanan County Coal and Gas Road Improvement Fund Plan for FY 2023-2024 for the US 460/121 Project from the Town of Grundy corporation's limits to the Kentucky Stateline; and

NOW THEREFORE BE IT RESOVED, that the Board of Supervisors of Buchanan County, Va. does hereby approve amending the County Budget FY 2023-2024 to provide for an additional appropriation in the amount of \$1,750,000.00 to the amended Coal Road Plan FY 2023-2024 to the Buchanan County Coal and Gas Road Improvement Fund Plan for FY 2023-2024 for the US 460/121 Project from the Town of Grundy corporation's limits to the Kentucky Stateline; and

This resolution was adopted on the 1st day of April 2024.

Recorded Vote:

Motion made by: Craig Stiltner

Second by: Lee Dotson

Yeas: Seven

Nays: Zero

G. Roger Rife, Chairman

Buchanan County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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IN RE: PUBLIC HEARING – 5:15 P.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED CONVEYANCE BY THE BUCHANAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY TO THE TOWN OF GRUNDY INDUSTRIAL DEVELOPMENT AUTHORITY, TO WHICH THE BUCHANAN COUNTY, VIRGINIA BOARD OF SUPERVISORS MUST CONSENT

G. Roger Rife, Chairman opened the public hearing for comments. With no comments from the public upon motion by Craig Stiltner seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, Lee Dotson, G. Roger Rife, David Rose, Trey Adkins, Craig Stiltner, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby approve to close the public hearing.

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IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING THE DEED OF GIFT BETWEEN THE BUCHANAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (GRANTOR) AND BUCHANAN COUNTY, VIRGINIA (GRANTOR TO THE EXTENT OF CONSENTING TO THE CONVEYANCE) TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF TOWN OF GRUNDY, VIRGINIA REGARDING PROPERTY LOCATED ON THE TOWN OF GRUNDY, VIRGINIA IN THE SOUTH GRUNDY MAGISTERIAL DISTRICT OF 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 DOCUMENT ITS CONSENT TO THE CONVEYANCE FROM THE BUCHANAN COUNTY IDA TO THE TOWN OF GRUNDY IDA, WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Lee Dotson, G. Roger Rife, David Rose, Trey Adkins, Craig Stiltner, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution regarding the Deed of Gift between the Buchanan County Industrial Development Authority (Grantor) and Buchanan County, Virginia (Grantor to the extent of consenting to the conveyance) to The Industrial Development Authority of Town of Grundy, Virginia regarding property located on the Town Of Grundy, Virginia in the South Grundy Magisterial District of 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 document its consent to the conveyance from the Buchanan County IDA to the Town of Grundy IDA, with the approval as to form by the County Attorney.

RESOLUTION

IN RE: CONVEYANCE OF DEED OF GIFT BETWEEN THE BUCHANAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (GRANTOR) AND BUCHANAN COUNTY, VIRGINIA (GRANTOR) TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF TOWN OF GRUNDY, VIRGINIA REGARDING PROPERTY LOCATED IN THE TOWN OF GRUNDY, VIRGINIA IN THE SOUTH GRUNDY MAGISTERIAL DISTRICT OF BUCHANAN COUNTY, VIRGINIA

BE IT RESOLVED, by the Buchanan County Board of Supervisors after conducting a public hearing pursuant to the provisions of Virginia Code section 15.2-1800 approves the conveyance of the property by the county described in that Deed of Gift between the Buchanan County Industrial Development Authority (Grantor) and Buchanan County, Virginia (Grantor) to The Industrial Development Authority of Town of Grundy, Virginia regarding property located on The Town Of Grundy, Virginia in the South Grundy Magisterial District of 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 with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of April, 2024 by a roll call vote of seven for and zero against.

Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

This DEED OF GIFT, made and entered into on this 1st day of April, 2024, by and between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF BUCHANAN COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter "Grantor"; **BUCHANAN COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia; and **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF GRUNDY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter sometimes "Grantee", whose address is 1185 Plaza Drive, Grundy, VA 24614.

W I T N E S S E T H:

WHEREAS, Grantor is a political subdivision of the Commonwealth of Virginia created pursuant to the provisions of Va. Code § 15.2-4900 *et seq.* for the purpose of promoting industry and developing trade by inducing, manufacturing, industrial, governmental, and commercial enterprises to locate and remain in the Commonwealth of Virginia; and,

WHEREAS, Grantor acquired the property described herein from Buchanan County, Virginia by Deed dated November 12, 1996, and recorded in the Circuit Court Clerk's Office of Buchanan County, Virginia on March 2, 2001, in the Circuit Court Clerk's Office of Buchanan County, Virginia in Deed Book 520, page 54; and,

WHEREAS, Buchanan County conveyed the property described herein to Grantor but reserved the right to approve of any sale or disposition of said property by majority vote of its Board of Supervisors; and,

WHEREAS, Grantor leased the property described herein to an entity which operated a restaurant upon said property; and,

WHEREAS, the property has been vacant without any restaurant or commercial operation for several years; and,

WHEREAS, Grantor has been unable to develop or secure another tenant for the property described herein and verily believes that Grantee is in a better position to market and promote the property for the purposes of economic development; and,

WHEREAS, Grantor, by and through its Board of Director, resolved to convey, grant, and give the property described herein to Grantee at its regular meeting on January 22, 2024; and,

WHEREAS, Buchanan County, Virginia, after a public hearing and opportunity for public comment, consented to the conveyance herein by its Board of Supervisors at its regular meeting on April 2, 2024.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and the economic benefits to Buchanan County and the Town of Grundy, Virginia, the Grantor, The Industrial Development Authority of Buchanan County, Virginia hereby gives, grants, and conveys with SPECIAL WARRANTY OF TITLE unto Grantee, The Industrial Development Authority of the Town of Grundy, Virginia, all of its rights, title, and interest in those tracts or parcels of real estate located in the Town of Grundy, Virginia in the South Grundy Magisterial District of Buchanan County, Virginia, on the Levisa River, described as Lot Nos. 9 and 10 of E. H. Whitten Subdivision, such tracts or parcels of real estate being more particularly bounded and described as follows:

LOT NO. 9

BEGINNING at a stake near the County Road a corner to the alley of said plan, thence N 29° 41' E 52.7 feet to a stake a corner to Lot No. 10; thence S 27° 30' E 158 feet to a stake; thence S 62° 30' W 50 feet to a stake a corner to said alley; thence N 27° 30' W 140 feet to the BEGINNING.

LOT NO. 10

BEGINNING at a stake near the County Road a corner to Lot No. 9 of said plan; thence N 38° 11' E 52.2 feet to a stake a corner to Lot No. 11 of said plan; thence S 27° 30' E 168 feet to a stake; thence S 62° 30' W 50 feet to a stake another corner of Lot No 9; thence with the line of Lot 9, N 27° 30" W 158 feet to the BEGINNING.

The above-described lots or parcels of real estate were conveyed to Grantor from Buchanan County, Virginia by Deed dated November 12, 1998, and recorded on March 2, 2001, in the Circuit Court Clerk's Office of Buchanan County, Virginia in Deed Book 520, page 54. Reference to said Deed dated November 12, 1988, is hereby made for a more particular description of the property conveyed herein.

Buchanan County, Virginia joins in this conveyance to acknowledge its consent to the transfer of the lots or parcels of real estate to Grantee.

There is conveyance is made expressly subject to the prior conveyances, restrictions, conditions, rights of way, and easements, if any, contained in the instruments constituting the chain of title to the properties conveyed herein, and to matters visible upon inspection.

Witness the following signatures and seals.

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF BUCHANAN COUNTY, VIRGINIA:

Harry Presley, Chairman
the Industrial Development Authority
of Buchanan County, Virginia

ATTESTED:

Brenda Ward, Secretary
Industrial Development Authority of
Buchanan County, Virginia

BUCHANAN COUNTY, VIRGINIA:

G. Roger Rife, Chairman
Buchanan County Board of Supervisors

ATTESTED:

Robert Craig Horn, Administrator
Buchanan County, Virginia

APPROVED AS TO FORM ONLY:

Lawrence L. Moise, III
County Attorney
Buchanan County, Virginia

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**IN RE: CONSIDER ADOPTING THE RESOLUTIONS FOR THE
 RATIFICATION OF THE ACCEPTANCE OF THE 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 Jeff Cooper and with a roll call vote of seven (7) yeas, Craig Stiltner, Jeff Cooper, Tim Hess, Trey Adkins, G. Roger Rife, David Rose, Lee Dotson and zero (0) nays, this board did hereby approve the following Resolutions for the ratification of the Acceptance of the following 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 Pamela Denise Tester (Grantor) and Buchanan County, Virginia (Grantee);
- Acceptance of Deed by and between John Ellis and Sandra Munsey, husband and wife (Grantors) to Buchanan County, Virginia (Grantee).

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN JOHN ELLIS AND
 SANDRA MUNSEY, 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 240000177 between John Ellis and Sandra Munsey 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. 6958.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of April, 2024 by a roll call vote of seven for and zero against.

G. Roger Rife, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN PAMELA DENISE
TESTER 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 240000174 between Pamela Denise Tester 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. 7902.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of April 2024 by a roll call vote of seven for and zero against.

G. Roger Rife, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CONSIDER APPROVING AND/OR RATIFYING CONTRACT L &
J RECYCLE FOR DEMOLITION AND REMOVAL OF A PUBLIC
NUISANCE STRUCTURE (SINGLE WIDE MOBILE HOME) OFF
OF STATE ROUTE 609, BULL CREEK ROAD. (BELCHER
PROPERTY)**

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, Craig Stiltner, Jeff Cooper, Tim Hess, Trey Adkins, G. Roger Rife, David Rose, Lee Dotson and zero (0) nays, this board did hereby approve the following Contract with L & J Recycling for demolition and removal of a public nuisance structure (single wide mobile home) off of State Route 609, Bull Creek Road. (Belcher property)

CONTRACT

THIS AGREEMENT, made and entered into this the 1st day of April, 2024, by and between, **Will Gibson d/b/a L & J Recycling**, party of the first part; hereinafter sometimes referred to as “**Contractor**,” and **Buchanan County, Virginia**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as “**County**”.

WITNESSETH:

THAT for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

I.

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers, Compensations Act as well as liability insurance covering damages to persons and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate of insurance to the County. Buchanan County, its officers, agents, and employees shall be listed as additional insured on such policy of liability insurance. The Contractor shall furnish certificates of insurance to Buchanan County verifying such coverage.

II.

The Contractor agrees to provide all materials and perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision, inspection and direction of Bart Chambers, Building Code Official, Buchanan County, Va. **The Scope of this contract is the demolition and removal of a single wide mobile home located at 3914 Bull Creek Road which the Building Code Official has deemed a public nuisance structure that presents and immediate and imminent threat to life or property.** The Contractor guarantees the work performed by any sub-contractors under this Agreement and further agrees to notify the designated County Building Code Official at least 24 hours before commencing work hereunder. The Contractor understands that time is of the essence in the completion of this job. Specifically, that the job must be completed within 30 business days of the Contractor receiving a Notice to Proceed from the County.

III.

Contract bid price is Seven Hundred Dollars and No Cents (\$700.00) to be paid in a lump sum upon completion of the job.

IV.

The Contractor shall indemnify and save harmless Buchanan County, and their officers, agents and employees 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 attorney fees incurred by them on account of any thereof.

V.

In the event that the Contractor fails to complete the work required of him under this Agreement or abandons the said work or in any other way is in default of performance hereunder, the County and its agents shall have the right to enter upon the premises upon which the work is being done and take possession thereof and of any material thereon, whether supplied by the Contractor or otherwise, and use such material and complete the said Agreement through workmen or contractors or subcontractors employed by the Contractor, or County and in every way perform the Agreement as is

required to be done by the Contractor. In the event that the cost, of such work and the furnishing of such material as may be required to be furnished exceeds the amount then remaining due the Contractor under the said Agreement, the Contractor shall pay to county the amount of such deficiency. If it becomes necessary for the County to pursue recovery of this deficiency, or other damages for any other breach of this agreement, the Contractor shall also be liable for the County's reasonable attorney's fees and court costs. But if such amount remaining in the hands of County under this Agreement at the time of the default of the Contractor exceeds the amount required to complete the said Agreement, then upon completion County shall pay such surplus to the Contractor.

VI.

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

VII.

The Contractor shall, at all times, keep the construction area, safe and passable to normal traffic, considering short delays which may be necessary in the performance of the work covered by the Agreement.

VIII.

No extra work, not required by the plans and specifications hereinbefore mentioned shall be performed or other material furnished unless on written order of County certifying that the performance of such extra work has been approved and authorized by it.

IX.

No extra compensation not specified in this Agreement shall be demanded or received by the Contractor for any changes or alterations in the work performed under this Agreement, or for any extra work unless the provisions of this Agreement have been complied with strictly and prior approval is received by the Buchanan County Va., Board of Supervisors and/or such modification is permitted pursuant to the provisions of Va. Code section 2.2-4309.

X.

Not modification of any of the terms of this Agreement, nor any extension of the length of time allowed for the completion of the work governed by this Agreement, shall be valid without the advance written approval of the Buchanan County, Va. Board of Supervisors and/or such modification is permitted pursuant to the provisions of Va. Code section 2.2-4309.

XI.

County may cancel this Agreement at any time based upon a decision by County that such cancellation is in the best interest of County. Any such decision shall be a discretionary decision of County. In the event of a cancellation pursuant to this paragraph, then County shall not be liable to the Contractor for his bidding cost or for an amount other than the fair market value of the work completed by the Contractor pursuant to this Contract as of the time of the cancellation.

XII.

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 litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction and that disputes between the parties which are not settled by the parties shall be settled by the Circuit Court of Buchanan County.

XIII.

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. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

XIV.

If the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as registered limited partnership, it shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity.

EXECUTED IN DUPLICATE ORIGINALS NEXT TWO PAGES.

WITNESS the following signatures and seals:

BUCHANAN COUNTY

By: _____

G. Roger Rife, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert C. Horn, County Administrator
For Buchanan County, Virginia

APPROVED AS TO FORM ONLY:

Lawrence L. Moise III, County Attorney

CONTRACTOR: Will Gibson d/b/a L & J Recycling

BY: _____
Will Gibson d/b/a L & J Recycling

_____ 000 _____

IN RE: CONSIDER APPROVING AND/OR RATIFYING ASBESTOS STUDY CONTRACT WITH STANTEC CONSULTING SERVICES, INC. IN REGARD TO FUTURE DEMOLITION OF THE MAXIE COMMUNITY CENTER.

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper with a roll call vote of seven (7) yeas, Craig Stiltner, Jeff Cooper, Tim Hess, Trey Adkins, G. Roger Rife, David Rose, Lee Dotson and zero (0) nays, this board did hereby approve the Asbestos Study Contract with Stantec Consulting Service, Inc. in the amount of \$5,700.00 in regard to future demolition of the Maxie Community Center.

CONTRACT

THIS AGREEMENT, made and entered into this the 1st day of April, 2024, by and between **Stantec Consulting Services, Inc.**, party of the first part; hereinafter sometimes referred to as "**Contractor**," and **Buchanan County, Virginia**, a political subdivision of the Commonwealth of Virginia, interested party hereto, hereinafter referred to as "**County**".

WITNESSETH:

THAT for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

I.

The Contractor agrees to perform the following work so to provide a written Asbestos Study Report in regard to the Maxie Community Center, located on Bull Creek Road (Rt 609) in Buchanan County, Virginia:

- a) Survey the Maxie Community Center for suspect ACMs in the interior and on the exterior of the Community Center building; and
- b) Provide asbestos inspectors accredited by the Commonwealth of Virginia to survey the Maxie Community Center structures and identify homogenous areas of suspect ACMs; and
- c) Complete a full interior and exterior demolition survey that identifies asbestos containing materials, including survey and sampling of roof systems; and
- d) The survey to Include intrusive sampling to expose concealed building materials; and
- e) Provide for building materials to be sampled using sampling protocols that meet those specified in the EPA NESHAP and Commonwealth of Virginia regulations required for demolition; and
- f) ACM samples to be submitted for analysis by Polarized Light Microscopy (PLM) in a NVLAP –accredited laboratory; and
- g) Analysis of multiple samples from the same homogenous area will be stopped with the first positive test results. Where less than or equal to 1% asbestos is identified, the samples will be subjected to point count techniques to verify the asbestos content; and
- h) Provide a written report of the results of the inspection/sampling/survey/testing Including a spreadsheet summary that identifies areas of homogenous ACMs and the approximate quantity (square footage, or linear footage) associated with each homogenous area.

II.

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers, Compensations Act as well as liability insurance covering damages to persons and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate of insurance to the County. Buchanan County, its officers, agents, and employees shall be listed as additional insured on such policy of liability insurance. The Contractor shall furnish certificates of insurance to Buchanan County verifying such coverage.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner. The Contractor guarantees the work performed by any sub-contractors under this Agreement and further agrees to notify the designated County Building Code Inspector at least 24 hours before commencing work hereunder.

II.

Contract bid price is \$ 5,700.00 Dollars and No Cents.

IV.

A. Contractor shall submit an Application for one Lump Sum Payment in the amount of the Contract Price, on or before the 15th day of the month following completion of the performance of the work; and payment shall be made to the Contractor subject to a determination that all the work pursuant to this agreement has been performed as determined by the County Road Engineer and Building Code Office according to accepted practices in the industry. Such Application shall include documents showing that labor and material costs for the work completed have been paid, subject to the following:

B. Subject to the County's designated Inspector determination of work performed by Contractor according to accepted practices in the industry, payments by County for Contractor's Application for Payment on account of the Contract Price will be submitted to the Contractor within thirty (30) days of Contractor's Application for Payment.

C. Anything in this Agreement to the contrary notwithstanding, the final payment above set forth shall not become due and payable to the Contractor until the said Contractor has completed the project and has delivered to County satisfactory releases, satisfactions or waivers of all claims, liens, and claims for liens and assignments of any sums due hereunder of Contractor's laborers, workmen and material men or any other persons, firms, associations or corporations who may have performed any labor or furnished any materials under, or in connection with the performance of this Agreement.

D. County may refuse to make payments because labor or materials have not been paid for.

V.

The Contractor shall indemnify and save harmless Buchanan County, and their officers, agents and employees 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 attorney fees incurred by them on account of any thereof.

VI.

In the event that the Contractor fails to complete the work required of him under this Agreement or abandons the said work or in any other way is in default of performance hereunder, the County and its agents shall have the right to enter upon the premises upon which the work is being done and take possession thereof and of any material thereon, whether supplied by the Contractor or otherwise, and use such material and complete the said Agreement through workmen or contractors or subcontractors employed by the Contractor, or County and in every way perform the Agreement as is required to be done by the Contractor. In the event that the cost, of such work and the furnishing of such material as may be required to be furnished exceeds the amount then remaining due the Contractor under the said Agreement, the Contractor shall pay to county the amount of such deficiency. If it becomes necessary for the County to pursue recovery of this deficiency, or other damages for any other breach of this agreement, the Contractor shall also be liable for the County's reasonable attorneys' fees and court costs. But if such amount remaining in the hands of County under this Agreement at the time of the default of the Contractor exceeds the amount required to complete the said Agreement, then upon completion County shall pay such surplus to the Contractor.

VII.

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

VIII.

The Contractor shall, at all times, keep the construction area, safe and passable to normal traffic, considering short delays which may be necessary in the performance of the work covered by the Agreement.

IX.

No extra work, not required by the plans and specifications hereinbefore mentioned shall be performed or other material furnished unless on written order of County certifying that the performance of such extra work has been approved and authorized by it.

X.

No extra compensation not specified in this Agreement shall be demanded or received by the Contractor for any changes or alterations in the work performed under this Agreement, or for any extra work unless the provisions of this Agreement have been complied with strictly and prior approval is received by the Buchanan County Va., Board of Supervisors.

XI.

Not modification of any of the terms of this Agreement, nor any extension of the length of time allowed for the completion of the work governed by this Agreement, shall be valid without the advance written approval of the Buchanan County, Va. Board of Supervisors and be consistent with Va. Code section 2.2-4309.

XII.

County may cancel this Agreement at any time based upon a decision by County that such cancellation is in the best interest of County. Any such decision shall be a discretionary decision of County. In the event of a cancellation pursuant to this paragraph, then County shall not be liable to the Contractor for his bidding cost or for an amount other than the fair market value of the work completed by the Contractor pursuant to this Contract as of the time of the cancellation.

XIII.

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 litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction and that disputes between the parties which are not settled by the parties shall be settled by the Circuit Court of Buchanan County.

XIV.

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. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

XV.

The Contractor's proposal is attached and incorporated into this contract by reference as Exhibit "A" and if there's any conflict between the Contractor's proposal and the language of this Contract, the language of this Contract shall control.

EXECUTED IN DUPLICATE ORIGINALS

WITNESS the following signatures and seals:

BUCHANAN COUNTY

By: _____
G. Roger Rife, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator
For Buchanan County, Virginia

APPROVED AS TO FORM ONLY:

Lawrence L. Moise III, County Attorney

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IN RE: CONSIDER SUPPORTING THE VIRGINIA COALFIELDS EXPRESSWAY AUTHORITY’S PLAN TO APPLY TO THE FEDERAL GOVERNMENT FOR THE PURPOSE OF ASSISTING ADDITIONAL LANES TO U.S. 460 FROM ROUTE 609 TO THE BREAKS INTERSTATE PARK

Jonathan Belcher, Executive Director of Virginia Coalfields Expressway Authority requested a letter of support to apply to the federal government for up to \$7,000,000.00 in Congressionally Directed Spending for the purpose of adding additional lanes to U.S. 460 from route 609 to the Breaks Interstate Park. The board of supervisors needs to commit up to \$1,750,000 to serve as matching funds to obtain approval of this funding.

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper with a roll call vote of seven (7) yeas, Craig Stiltner, Jeff Cooper, Tim Hess, Trey Adkins, G. Roger Rife, David Rose, Lee Dotson and zero (0) nays, this board did hereby approve the following letter to Jonahan Belcher, Executive Director of Virginia Coalfields Expressway Authority:

Dear Jonathan:

Thank you for informing us of the Virginia Coalfields Expressway Authority’s plans to apply to the federal government for up to \$7,000,000 in Congressionally Directed Spending for the purpose of adding additional lanes to U.S. 460 from Route 609 to the Breaks Interstate Park.

This is to confirm that if a match is required for the Coalfields Expressway Authority to obtain approval of this up to \$7,000,000 funding, the Buchanan County Board of Supervisors is willing to commit up to \$1,750,000 to serve as the match.

Having this section of U.S. 460 as a four lane, which connects to the Coalfields Expressway, would be extremely beneficial to the economy and quality of life in Buchanan County, which has been hard hit in recent years by the downturn in the coal mining industry. Having this four lane would provide better access to the county and the Breaks Interstate Park, which is very important economically to the area. Without a completed four lane to our Southern Gap industrial park, it will be much harder to attract

good paying jobs to the county. For reasons such as these, we are in full support of efforts to four lane this road.

If you have any questions, please do not hesitate to let us know.

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IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, Craig Stiltner, Jeff Cooper, Tim Hess, Trey Adkins, G. Roger Rife, David Rose, Lee Dotson and zero (0) nays, this board did hereby approve the following additional appropriations:

- Additional appropriation in the amount of \$5,000.00 to Sheriff's Office, uniforms, account number 31020-6011;
- Additional appropriation in the amount of \$216.36 to Sheriff's Office, salaries and wages, account number 31020-1150;
- Additional appropriation in the amount of \$149.10 to Sheriff's Office, office supplies, account number 31020-6001;
- Additional appropriation in the amount of \$2,956.15 to bridge crew, account number 41101-6009;
- Additional appropriation in the amount of \$50.00 to Dog Tax Fund, donations account number 10-35010-3005;
- Additional appropriation in the amount of \$50.00 to Dog Tax Fund, donations account number 10-35010-3005;
- Additional appropriation in the amount of \$25.00 to Dog Tax Fund, donations account number 10-35010-3005;
- Additional appropriation in the amount of \$500.00 to Garden District Park and Rec. account number 71040-5604-01;
- Additional appropriation in the amount of \$500.00 to Garden District Park and Rec. account number 71040-5604-01;
- Additional appropriation in the amount of \$500.00 to Garden District Park and Rec. account number 71040-5604-01;
- Additional appropriation in the amount of \$300.00 to William P. Harris Park, account number 71040-6022-02;
- Additional appropriation in the amount of \$1,200.00 to Garden District Park and Rec. account number 71040-5604-01;
- Additional appropriation in the amount of \$77.00 to Head Start, account number 32070-3000;
- Additional appropriation in the amount of \$68.48 to Circuit Court Clerk's Office to account number 21060-3320 (copier paper etc.).

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**IN RE: CONSIDER APPROVING THE INVITATION FOR BID TO
REQUEST SEALED BIDS TO PROVIDE SERVICES TO
DEMOLISH THE EDUCATION PORTION OF THE EXISTING
RUSSELL PRATER ELEMENTARY SCHOOL LOCATED AT 8429
LOVER’S GAP ROAD, VANSANT, VA AND J. M. BEVINS
ELEMENTARY SCHOOL DEMOLITION AT 8668 SLATE CREEK
ROAD, GRUNDY, VA.**

After a general discussion by the board upon motion by David Rose seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Craig Stiltner, Jeff Cooper, Tim Hess, Trey Adkins, G. Roger Rife, David Rose, Lee Dotson and zero (0) nays, this board did hereby approve the following Invitation for Bids to request sealed bids to provide services to demolish the education portion of the existing Russell Prater Elementary School located at 8429 Lover’s Gap Road, Vansant, VA and J. M. Bevins Elementary School Demolition at 8668 Slate Creek Road, Grundy, VA.

INVITATION FOR BID

RUSSELL PRATER ELEMENTARY SCHOOL DEMOLITION

The Buchanan County Board of Supervisors is requesting sealed bids to provide services to demolish the education portion of the existing Russell Prater Elementary School located at 8429 Lover’s Gap Road, Vansant, VA.

BID SUBMISSION

Sealed bids will be received at the County Administrator’s Office for Buchanan County, Virginia, located on the third floor of the Buchanan County Government Center, at 4447 Slate Creek Rd, Grundy, Virginia on or before 2:00 PM on Thursday, May 2, 2024. Bids will be opened and publicly read on Thursday, May 2, 2024 at 2:00 PM in the Office of the County Administrator. Bids should be mailed or delivered to the Attention of Craig Horn, County Administrator, Buchanan County, Virginia, P.O. Drawer 950, Grundy, Va. 24614. **ALL PROPOSALS MUST BE SEALED AND CLEARLY MARKED – “RUSSELL PRATER SCHOOL DEMOLITION BID”. REGARDLESS OF WHAT DELIVERY METHOD IS CHOSEN ANY SEALED BID NOT IN THE COUNTY ADMINISTRATOR’S OFFICE BY 2:00 PM ON THURSDAY MAY 2ND, 2024 WILL NOT BE CONSIDERED.**

A certified check or cashier’s check drawn on a State or National Bank or Bidders Bond from an acceptable Surety Company authorized to transact business in the Commonwealth of Virginia, in the amount of not less than five Percent (5%) of the greatest total amount of the Bidder’s proposal must accompany each proposal as a guarantee that, if awarded the contract, the Bidder will within ten (10) calendar days after the award of contract enter into a contract and execute a Corporate Surety Performance Bond in the contract amount and a Corporate Surety Payment Bond in the contract amount on the forms provided in the Contract Documents. Proposals must be completed and submitted on the forms provided. Incomplete bid proposals may be invalidated as non-responsive and accordingly rejected and returned to the bidder. The right to accept any bid, or reject any or all bids and to waive all formalities is hereby reserved by the Buchanan County Board of Supervisors.

SCOPE OF WORK: Multiple Contracts

The contract work is summarized as, but is not limited to:

The Russell Prater School Education Wing demo consists of 1st & 2nd floors and roof: complete demolition of the education wing structure down to and leaving the slab; all demolished waste hauled offsite to the Buchanan County Transfer Station or for hazardous waste to an approved facility for hazardous waste; safety plan; existing utility abandonment.

The project specifications and proposed contract terms and conditions are incorporated by reference into this Invitation for Bid, and may be obtained at Terra Tech Engineering Services, P.C., 1039 Walnut Street, Grundy, Virginia 24614, 276-935-4191. These documents will be available beginning April 15, 2024. A non-mandatory pre-bid meeting will be held on Thursday April 18, onsite at 10:00 AM.

LUMP SUM CONTRACT

All work will be awarded under lump sum contract.

STATEMENT OF REQUISITE QUALIFICATIONS OF BIDDERS

The successful bidder shall have a Class A contractor's license with building classification from the Commonwealth of Virginia and have experience in demolition work.

BID SUBMISSION QUOTES

All bids must be received on or before 2:00 p.m. Thursday, May 2nd, 2024.

REGARDLESS OF WHAT DELIVERY METHOD IS CHOSEN ANY BID NOT IN THE COUNTY ADMINISTRATOR'S OFFICE BY 2:00 PM ON THURSDAY, MAY 2ND, 2024 WILL NOT BE CONSIDERED.

WITHDRAWAL OF BID PROCEDURE

Any bidder claiming the right to withdraw his bid shall give notice in writing of this claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Furthermore, bid withdrawal is subject to, and limited by section 2.2-4330 of the Code of Virginia of 1950, as amended, and section 16-34 of the Buchanan County Code.

Date

Robert Craig Horn, County Administrator

INVITATION FOR BID

J.M. BEVINS ELEMENTARY SCHOOL DEMOLITION

The Buchanan County Board of Supervisors is requesting sealed bids to provide services to demolish the education portion of the existing J.M. Bevins Elementary School located at 8668 Slate Creek Road, Grundy, VA.

BID SUBMISSION

Sealed bids will be received at the County Administrator's Office for Buchanan County, Virginia, located on the third floor of the Buchanan County Government Center, at 4447 Slate Creek Rd, Grundy, Virginia on or before 2:00 PM on Thursday, **May 2, 2024**. Bids will be opened and publicly read on Thursday, May 2, 2024 at 2:00 PM in the Office of the County Administrator. Bids should be mailed or delivered to the Attention of Craig Horn, County Administrator, Buchanan County, Virginia, P.O. Drawer 950, Grundy, Va.

24614. **ALL PROPOSALS MUST BE SEALED AND CLEARLY MARKED – “J.M. BEVINS SCHOOL DEMOLITION BID”.**

REGARDLESS OF WHAT DELIVERY METHOD IS CHOSEN ANY SEALED BID NOT IN THE COUNTY ADMINISTRATOR’S OFFICE BY 2:00 PM ON THURSDAY MAY 2ND, 2024 WILL NOT BE CONSIDERED.

A certified check or cashier’s check drawn on a State or National Bank or Bidders Bond from an acceptable Surety Company authorized to transact business in the Commonwealth of Virginia, in the amount of not less than five Percent (5%) of the greatest total amount of the Bidder’s proposal must accompany each proposal as a guarantee that, if awarded the contract, the Bidder will within ten (10) calendar days after the award of contract enter into a contract and execute a Corporate Surety Performance Bond in the contract amount and a Corporate Surety Payment Bond in the contract amount on the forms provided in the Contract Documents. Proposals must be completed and submitted on the forms provided. Incomplete bid proposals may be invalidated as non-responsive and accordingly rejected and returned to the bidder. The right to accept any bid, or reject any or all bids and to waive all formalities is hereby reserved by the Buchanan County Board of Supervisors.

SCOPE OF WORK: Multiple Contracts

The contract work is summarized as, but is not limited to:

The J.M. Bevins School Education Wing demo consists of 1st floor and roof: complete demolition of the education wing structure down to, and leaving, the slab; all demolished waste hauled offsite to the Buchanan County Transfer facility or for hazardous waste an approved facility for hazardous waste; safety plan; existing utility abandonment.

The project specifications and proposed contract terms and conditions, are incorporated by reference into this Invitation for Bid, and may be obtained at Terra Tech Engineering Services, P.C., 1039 Walnut Street, Grundy, Virginia 24614, 276-935-4191. These documents will be available beginning April 15, 2024. A non-mandatory pre-bid meeting will be held on Thursday April 18, onsite at 2:00 PM.

LUMP SUM CONTRACT

All work will be awarded under lump sum contract.

STATEMENT OF REQUISITE QUALIFICATIONS OF BIDDERS

The successful bidder shall have a Class A contractor’s license with building classification from the Commonwealth of Virginia and have experience in demolition work.

BID SUBMISSION QUOTES

All bids must be received on or before 2:00 p.m. Thursday, May 2nd, 2024.

REGARDLESS OF WHAT DELIVERY METHOD IS CHOSEN ANY BID NOT IN THE COUNTY ADMINISTRATOR’S OFFICE BY 2:00 PM ON THURSDAY, MAY 2ND, 2024 WILL NOT BE CONSIDERED.

WITHDRAWAL OF BID PROCEDURE

Any bidder claiming the right to withdraw his bid shall give notice in writing of this claim of right to withdraw his bid within two business days after the conclusion of the bid

opening procedure. Furthermore, bid withdrawal is subject to, and limited by section 2.2-4330 of the Code of Virginia of 1950, as amended, and section 16-34 of the Buchanan County Code.

_____ Date

_____ Robert Craig Horn, County Administrator

_____ 000 _____

IN RE: CONSIDER APPROVING TRANSFERS FOR THE PRATER MAGISTERIAL DISTRICT

After a general discussion by the board upon motion by David Rose seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Trey Adkins, David Rose, Tim Hess, G. Roger Rife, Jeff Cooper, Lee Dotson, Craig Stiltner and zero (0) nays, this board did hereby approve the following transfers from the Prater Magisterial District Highways Streets and Bridges account:

- Transfer \$5,000.00 to Prater Rescue Squad;
- Transfer \$5,000.00 to Prater Fire Department.

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IN RE: CONSIDER SCHEDULING A BUDGET WORK SESSION

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with a roll call vote of seven (7) yeas, Trey Adkins, David Rose, Tim Hess, G. Roger Rife, Jeff Cooper, Lee Dotson, Craig Stiltner and zero (0) nays, this board did hereby approve to schedule a budget work session on Thursday, April 11th at 5:00 p.m.

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IN RE: RECESS

Upon motion by Tim Hess seconded by David Rose and with a roll call vote of seven (7) yeas, Trey Adkins, David Rose, Tim Hess, G. Roger Rife, Jeff Cooper, Lee Dotson, Craig Stiltner and zero (0) nays, this board did hereby approve to recess at this time (6:03 p.m.)

Upon motion by Craig Stiltner seconded by Tim Hess and with a roll call vote of seven (7) yeas, Trey Adkins, David Rose, Tim Hess, G. Roger Rife, Jeff Cooper, Lee Dotson, Craig Stiltner and zero (0) nays, this board did hereby approve to reconvene after a nineteen-minute recess. (6:22 p.m.)

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IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING APPALACHIAN POWER COMPANY RATE INCREASES

Craig Stiltner, Rocklick District Supervisor requested that a resolution be

approved and mailed to our governor, delegates, senators and the Virginia State Corporation Commission. I want the resolution sent to every county in the State of Virginia, as well as every delegate and senator, he voiced.

I don't think the Appalachian Power Company (AEP) is getting the point here, commented Mr. Stiltner. The governor needs to hear the effects these rate increases are having on the people in Buchanan County and the surrounding areas, he stated.

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Trey Adkins, David Rose, Tim Hess, G. Roger Rife, Jeff Cooper, Lee Dotson, Craig Stiltner and zero (0) nays, this board did hereby adopt the following Resolution in opposition to any further rate increases requested by Appalachian Power Company.

RESOLUTION

IN RE: STATEMENT OF OPPOSITION TO APPALACHIAN POWER COMPANY'S CONTINUED REQUESTS FOR RATE INCREASES

WHEREAS, Appalachian Power Company continues in its requests for rate increases for electric bills of residential customers in Buchanan County, Virginia as well as the following counties and cities in Virginia: Dickenson County, Wise County, Scott County, Russell County, Tazewell County, Washington County, Smyth County, Wythe County, Bland County, Giles County, Grayson County, Carroll County, Floyd County, Pulaski County, Montgomery County, Roanoke County, Botetourt County, Amherst County, Nelson County, Campbell County, Bedford County and the City of Lynchburg; and

WHEREAS, many of the citizens of Buchanan County, Virginia are dependent upon a fixed income and virtually all the citizens of Buchanan County are struggling to cope with increased food, medicine, fuel and utility costs due to inflation; and

WHEREAS, the State Corporation Commission found as recently as this past November 2023 that Appalachian Power Company was seeking an excessive base rate increase of \$25.03 per 1,000 kilowatt-hours but still permitted a 10% increase in rates of \$16.03 per 1,000 kilowatt-hours for residential customers; the new rates took effect 60 days from the date of the order, which was January 29, 2024. The development follows a recent SCC report that said an average Appalachian customer's monthly bill rose by about \$35 just between July 2022 and July 2023; The SCC's approval allows Appalachian to, among other things, increase its annual revenue by \$127.3 million and pursue a return on equity of 9.5%, up from its current state-authorized ROE of 9.2%;

WHEREAS, Appalachian Power Company had previously received approval of a fuel factor rate increase from the SCC on February 10, 2023 that increased the average residential customer's monthly bill by \$3.00; this increase was on top of two other increases from last year resulting in an \$11 increase to the average monthly bill for transmission costs and \$2.37 a month to pay for costs generated by requirements of the Clean Economy Act; and

WHEREAS, when all of the APPCo increases in rates approved by the SCC in 2023 are totaled together, residents in Buchanan County are facing an increase in the average power bill of at least \$51 per month based on a usage of 1000 kWh since July 2022; and

WHEREAS, the electric bills based on 1000 kWh in the three states served by Appalachian Power Company are as follows: Virginia--\$171.99 for 1000 kWh; West Virginia --\$169.69 for 1000 kWh; and Tennessee—\$127.54 for kWh; and

WHEREAS, Appalachian Power Company, gave notice to the Clerk of the SCC on February 1, 2024 of its intent to file no earlier than April 1, 2024, a request for the Commission’s approval of one or more rate adjustment clauses pursuant to Va. Code section 56-585.1 to collect projected and actual costs associated with complying with the mandatory Renewable Energy Portfolio Standard Program established by section 56-585.5; Subsequently, Appalachian Power Company gave notice to the Clerk of the SCC on April 2, 2024 that no earlier than June 3, 2024, Appalachian Power Company plans to file an application to seek the Commission’s approval of a rate adjustment clause pursuant to Va. Code section 56-585.1 (A)(4) to recover costs related to transmission services; and

WHEREAS, in the midst of Appalachian Power Company’s continued quest to increase its rates with the SCC it apparently has the ability to make “charitable donations” to the tune of two million dollars in 2023 while its parent Company, AEP, pays its CEO a salary in excess of 10 million dollars per year; and

WHEREAS, it is unfair to constantly shift costs increases from a multi-billion-dollar corporation with a guaranteed rate of return on equity of 9.50% to its customers, many on fixed incomes who are already struggling with sky rocketing costs caused by inflation; and

WHEREAS, in response to Buchanan County’s County Administrator Craig Horn’s concerns about the continued APPCO rate increases, SCC Deputy Director Michael A. Cizenski, P.E., stated that although the SCC is sensitive to the effects of rate increases “...The Commission, however, is required to follow the laws applicable to each case, as well as the findings of fact supported by evidence in the record...” ; and

WHEREAS, Chapter 56 of the Virginia Code of 1950, as amended, provides the law in Virginia governing generation, distribution, and transmission of electricity rates; the General Assembly needs to do a complete review and revamping of Chapter 56 to provide fairness to residential customers of Appalachian Power Company, particularly in regard to the allowed return on equity; and

NOW THEREFORE, BE IT RESOLVED, by the Buchanan County Board of Supervisors to state its continued opposition to any further rate increases requested by Appalachian Power Company without some type of reduction in Appalachian Power Company’s rate of return on equity so to prevent an unfair shifting of costs from Appalachian Power Company to its residential customers.

FURTHERMORE, BE IT RESOLVED THAT the County Administrator is directed to send an appropriate cover letter along with this resolution to the following: Governor Glenn Youngkin, the State Corporation Commission, Appalachian Power Company, U.S. Congressman Morgan Griffith; to all the Senators in the Virginia State Senate, including State Senators Travis Hackworth and Todd Pillion and to all the Delegates in the Virginia House of Delegates, including State Delegate William Morefield and to all the Counties and localities being served by Appalachian Power Company in the Commonwealth of Virginia.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of April, 2024.

Recorded vote:

Moved by: Craig Stiltner
Seconded by: Trey Adkins

G. Roger Rife, Chairman
Buchanan County Board of Supervisors

Yeas: Seven
Nays: Zero

ATTEST:

Robert Craig Horn, County Administrator

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IN RE: CONSIDER HIRING A FULL-TIME PARK MANAGER FOR THE ROCKLICK DISTRICT

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Trey Adkins, David Rose, Tim Hess, G. Roger Rife, Jeff Cooper, Lee Dotson, Craig Stiltner and zero (0) nays, this board did hereby approve to hire Bonnesha Hackney as a full-time Park Manager for the Rocklick District at \$32,000 per year.

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IN RE: CONSIDER APPROVING AND ISSUING PAYMENT FOR CONTRIBUTIONS

After a general discussion by the board upon motion by David Rose seconded by Tim Hess and with a roll call vote of seven (7) yeas, Trey Adkins, David Rose, Tim Hess, G. Roger Rife, Jeff Cooper, Lee Dotson, Craig Stiltner and zero (0) nays, this board did hereby approve to issue payment for the following contributions:

Council Vol. Fire Dept.	\$8,311.00
Davenport Life Saving Crew, Inc.	\$4,079.44
BC Youth	\$6,000.00
Grundy High School (prom)	\$8,000.00

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IN RE: ADJOURNMENT

After a general discussion by the board upon motion by Craig Stiltner seconded by Tim Hess and with a roll call vote of six (6) yeas, Lee Dotson, G. Roger Rife, David Rose, Craig Stiltner, Tim Hess, Jeff Cooper, zero (0) nays, and one (1) absent, Trey Adkins, this board did hereby approve to adjourn the meeting.

G. Roger Rife, Chairman of the
Buchanan County Board of Supervisors

Robert Craig Horn, County Administrator