

**MINUTES**

A regular meeting of the Buchanan County Board of Supervisors was held on the 7<sup>th</sup> day of May 2018 starting at 6:00 o'clock p.m. at the Whitewood Community Center, 17424 Dismal River Road, Grundy, Virginia 24614.

**PRESENT:** J. Carroll Branham  
G. Roger Rife  
Harold H. Fuller  
William P. Harris  
Craig Stiltner  
Earl Scott  
Trey Adkins

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: CONSIDER LOWERING COUNTY FLAGS TO HALF-STAFF IN HONOR OF TOMMY P. JUSTUS, FORMER BUCHANAN COUNTY PUBLIC SCHOOLS SUPERINTENDENT**

Trey Adkins, Knox District Supervisor requested that all county flags be lowered to half-staff in honor of Tommy P. Justus, former Buchanan County Public Schools Superintendent. Mr. Justus passed away on Sunday, May 6<sup>th</sup> stated Mr. Adkins. He was dedicated to the lives of the children in Buchanan County. I would like to request a motion to lower the flags to half-staff and a moment of silence.

Upon motion by Trey Adkins seconded by Harold H. Fuller and with a unanimous voice vote by the board, this board did hereby approve to lower all county-flags to half-staff in honor of Tommy P. Justus, subject to the County Attorney determining if the County has such authority.

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**IN RE: CONSIDER APPROVING MINUTES FOR BOARD OF SUPERVISORS MEETINGS ON MAY 7<sup>th</sup>, 2018**

After a general discussion by the board upon motion by William P. Harris seconded by Earl Scott and with a roll call vote of six (6) yeas, Earl Scott, Craig Stiltner, Harold H. Fuller, William P. Harris, G. Roger Rife, J. Carroll Branham, zero (0) nays, one (1) abstentions, Trey Adkins, this board did hereby approve the minutes for April 2<sup>nd</sup> & 19<sup>th</sup>, 2018.

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**IN RE:           MICHAEL HATFIELD, DEPUTY – DISCUSS SCHOOL  
RESOURCE OFFICERS (SRO’S) A DCJS GRANT APPLICATION  
AND FUNDING**

Michael Hatfield, Deputy requested permission to submit a grant application to the Virginia Department of Criminal Justice Services (DCJS) to assist in funding additional School Resource Officers (SRO’s). Presently, we have three (3) SRO’s working in the Buchanan County Public School System. One of the SRO’s works at Twin Valley Elementary/Middle School half -a-day and goes to Twin Valley High School the other half-a-day, the schools are 6.6 miles apart, he stated. Also, there’s no SRO’s at the Buchanan County Technology Center or J. M. Bevins Elementary School.

The grant would be requesting \$142,920 from DCJS with a local match of \$63,554 totaling \$206,474, stated Deputy Hatfield. The grant application must be submitted by May 11<sup>th</sup> and I need the board to approve the County Administrator executing the application, he commented.

Robert C. Horn, County Administrator asked if this would solve the issue of SRO’s in the Buchanan County Public Schools?

Nothing will solve the issue in the school system, because we have one SRO dividing his time between Hurley High School and Hurley Elementary/Middle School and one dividing his time between Council Elementary/Middle School and Council High School, stated Deputy Hatfield.

Trey Adkins, Knox District Supervisor stated if our tax base reduces, this will be one thing we have to look at along with our park mangers. I thought the school system was going to look into arming the teachers and have them go to training?

Craig Stiltner, Rocklick District Supervisor stated the only problem is SRO’s is they should never be considered a full-time employee for 52 weeks. Teachers works 182 days to 200 days a year. I have no problem putting an SRO in every school as long as they’re not full-time positions, he stated. They shouldn’t be a road deputy since they’re SRO’s, he stated.

I will only be submitting a grant application and it could be turned down, stated Deputy Hatfield.

Mr. Adkins made a motion to submit the grant application to the DCJS contingent upon approval of the County Attorney.

Deputy Hatfield stated the board of supervisors will have to accept the grant if it’s approved by DCJS.

G. Roger Rife, South Grundy District Supervisor commented once they’re hired and put on county payroll they would be eligible for holidays etc., it would be better to give them a contract and if they work, then they get paid.

After a general discussion by the board upon motion by Trey Adkins seconded by Earl Scott and with a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, William P. Harris, Earl Scott, Craig Stiltner, G. Roger Rife, J. Carroll Branham and zero

(0) nays, this board did hereby approve to submit a grant application to the Virginia Department of Criminal Justice Service for funding for School Resource Officers.

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**IN RE:           BRYAN BECKER, PROGRAM MANAGER FOR VIRGINIA  
COMMUNITY WOOD ENERGY PROGRAM – TO DISCUSS  
AGRICULTURE AND FOREST INDUSTRIES DEVELOPMENT  
FUND (AFID)**

Bryan Becker, Program Manager for Virginia Community Wood Energy Program stated our mission is to craft programs and projects that create employment to restore nature and build resilient communities. We've been working to get trash out of Clinch River.

Last year, we started working with the wood energy program in Southwest Virginia, stated Mr. Becker.

Cumberland Plateau Planning District has agreed to submit a planning grant on behalf of Buchanan, Dickenson, Russell, Tazewell Counties and the town of St. Paul, stated Mr. Becker. This grant would be a preliminary feedstock and market analysis to determine market demand, facility size, capital requirements and estimate economic impacts.

At this time, I would like to request Buchanan County's support and participation in this project and ask if the board would commit a \$2,000 in cash match and a \$2,000 in-kind match, stated Mr. Becker. This funding would be used to conduct a feasibility study that would optimal location for establishing one or more wood processing facilities, markets for the products and estimate economic impact of the wood energy hub.

Also, the Virginia Community Wood Energy Program is available to provide a free feasibility screenings and engineering support for public and private sector locations interested in learning more about using wood fuels for heating buildings, hot water and process heat.

J. Carroll Branham, Chairman stated I'm not familiar with this program. We will definitely look at this before the next meeting.

Guy Dillow, resident asked if they would be hiring people in Buchanan County.

Mr. Becker stated yes.

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**IN RE:           SANDY SHORTRIDGE, EXTENSION AGENT 4-H YOUTH  
DEVELOPMENT IN BUCHANAN COUNTY**

Sandy Shortridge, Extension Agent 4-H Youth Development in Buchanan County requested permission to switch line items in their budget to purchase needed supplies. She stated last year we wasn't able to place an order for any additional supplies needed

because of the budget cuts and a hold being placed on our account.

Robert C. Horn, County Administrator stated I don't recommend to move any money so it can be spent at the end of the fiscal year.

If we could move \$2,000 it would help a great deal, stated Ms. Shortridge. We've never request to move funding in our budget before, but this year we need to restock our supplies.

After a general discussion by the board upon motion by Upon motion by William P. Harris seconded by Harold H. Fuller and with the following roll call vote six (6) yeas, William P. Harris, G. Roger Rife, Harold H. Fuller, Craig Stiltner, Earl Scott, J. Carroll Branham, zero (0) nays and one (1) absentition, Trey Adkins, this board did hereby approve to transfer \$2,000.00 from the Extension Office accounts (82010) to machinery and equipment account number 83010-8101 to be used to purchase supplies, etc.

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**IN RE: NIKKI HICKS, BUSINESS MARKETING COORDINATOR –  
HEART OF APPALACHIA TOURISM AUTHORITY**

Nikki Hicks, Business Marketing Coordinator for Heart of Appalachia Tourism Authority (HOA) stated the HOA is making a budget request for \$2,500 from each town and county to support the regional tourism program. On your agenda, there's a breakdown that HOA has spent in 2016/2017 in Buchanan County, including the Dirt Trax Filming in the amount of \$6,000, she stated.

The HOA staff applied for grants from VTC to develop a new website and brochure for Buchanan County in the amount of \$20,000, stated Ms. Hicks. The HOA will administer the project.

Also, we hired a destination planner and should be getting the results from him soon, stated Ms. Hicks. We've worked a lot of events at Southern Gap, Coal Canyon Trail, and the POW Flag event in the county. Our mission is to utilize tourism to improve economic growth in the 7 counties and one city of the Coalfield Region, she stated. "More Heads in Beds" and "More Visitors at Attractions", this will increase meals and lodging tax and increase number of businesses and increase jobs, she commented.

In 2018 this will be HOA's 25<sup>th</sup> anniversary, stated Ms. Hicks. Our 2018 campaign will be "CRUSH FRIDAY". We will be having a drone video done during the spring, summer and fall, she commented. Also, we are mapping all our hiking and biking trails, as well as the Coal Canyon Trail and Ridgeview Trail connections and the elk is an easy sell for the county.

We've been to Washington D.C., Cleveland, Ohio to promote Southern Gap and the trail system and next week we'll be going to Pigeon Forge, Tennessee, stated Ms. Hicks. We've handed out over 1,000 brochures.

Trey Adkins, Knox District Supervisor stated I've been skeptical, but now I'm amazed about how many sides by sides you see.

Upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote six (6) yeas, Harold H. Fuller, Earl Scott, J. Carroll Branham, Trey Adkins, Craig Stiltner, William P. Harris and one (1) nay, G. Roger Rife, this board did hereby approve a contribution in the amount of \$2,500.00 to the Heart of Appalachia Tourism Authority to be split among the seven (7) district accounts.

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**IN RE:            CONSIDER A MOTION TO NOT APPROVE CONTRIBUTIONS  
TAKEN FROM A BOARD OF SUPERVISORS ACCOUNT  
UNLESS HE IS IN FAVOR OF THE CONTRIBUTION**

After a general discussion by the board upon motion by Trey Adkins seconded by William P. Harris and with the following roll call vote five (5) yeas, Trey Adkins, William P. Harris, J. Carroll Branham, Earl Scott, Craig Stiltner and two (2) nays, G. Roger Rife and Harold H. Fuller, this board did hereby approve that unless a board of supervisor's member votes in favor of a contribution it will not be taken from one of his accounts.

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**IN RE:            PUBLIC HEARING - 6:15 P.M. – TO HEAR PUBLIC COMMENTS  
REGARDING THE PROPOSED SECONDARY SIX-YEAR PLAN  
FOR FISCAL YEARS 2018/2019 THROUGH 2023/2024 IN  
BUCHANAN COUNTY AND ON THE SECONDARY SYSTEM  
CONSTRUCTION BUDGET FOR FISCAL YEAR 2018/2019**

J. Carroll Branham, Chairman opened the public hearing for comments. With no comments from the public, upon motion by Craig Stiltner seconded by Earl Scott and with a roll call vote seven (7) yeas, Trey Adkins, William P. Harris, J. Carroll Branham, Earl Scott, Craig Stiltner, G. Roger Rife, Harold H. Fuller and zero (0) nays, this board did hereby approve to close the public hearing.

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**IN RE:            CONSIDER RATIFYING THE PUBLIC HEARING NOTICE  
REGARDING THE PROPOSED SECONDARY SIX-YEAR PLAN  
FOR FISCAL YEARS 2018/2019 THROUGH 2023/2024 IN  
BUCHANAN COUNTY AND ON THE SECONDARY SYSTEM  
CONSTRUCTION BUDGET FOR FISCAL YEAR 2018/2019**

After a general discussion by the board upon motion by Trey Adkins seconded by Earl Scott and with a roll call vote seven (7) yeas, Trey Adkins, William P. Harris, J. Carroll Branham, Earl Scott, Craig Stiltner, G. Roger Rife, Harold H. Fuller and zero (0) nays, this board did hereby ratify the public hearing notice regarding the proposed

Secondary Six-Year Plan for fiscal years 2018/2019 through 2023/2024 in Buchanan County and on the Secondary System Construction Budget for fiscal year 2018/2019.

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**IN RE:            CONSIDER CHANGING THE TIME FOR THE JUNE 4<sup>TH</sup>, 2018 BOARD OF SUPERVISORS MEETING**

After a general discussion by the board upon motion by Craig Stiltner seconded by Earl Scott and with a roll call vote seven (7) yeas, Trey Adkins, William P. Harris, J. Carroll Branham, Earl Scott, Craig Stiltner, G. Roger Rife, Harold H. Fuller and zero (0) nays, this board did hereby approve to set the June 4<sup>th</sup>, 2018 board of supervisors meeting from 10:00 a.m. to 6:00 p.m. in the board of supervisors meeting room in the Buchanan County Government Center, 4447 Slate Creek Road, Grundy, Virginia 24614.

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**IN RE:            CONSIDER ADOPTING THE RESOLUTION APPROVING THE SECONDARY SIX-YEAR PLAN FOR FISCAL YEARS 2018/2019 THROUGH 2023/2024 IN BUCHANAN COUNTY AND ON THE SECONDARY SYSTEM CONSTRUCTION BUDGET FOR FISCAL YEAR 2018/2019**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with a roll call vote seven (7) yeas, Trey Adkins, William P. Harris, J. Carroll Branham, Earl Scott, Craig Stiltner, G. Roger Rife, Harold H. Fuller and zero (0), this board did hereby adopt the following Resolution approving the Secondary Six-Year Plan for fiscal years 2018/2019 through 2023/2024 in Buchanan County and on the Secondary System Construction Budget for fiscal year 2018/2019:

**RESOLUTION**

**APPROVAL OF SECONDARY HIGHWAY SIX-YEAR PLAN (2015/16 THROUGH 2020/21)  
AND CONSTRUCTION PRIORITY LIST (2015/16)  
BUCHANAN COUNTY, VIRGINIA**

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

**WHEREAS**, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2018/19 through 2023/24) as well as the Construction Priority List (2018/19) on May 7, 2018, after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List, and

**WHEREAS**, John R. Watson, Residency Administrator, Virginia Department of

Transportation, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2018/19 through 2023/24) and the Construction Priority List (2018/19) for Buchanan County, Virginia.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Buchanan County, Virginia that since said Plan appears to be in the best interests of the Secondary Road System in Buchanan County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2018/19 through 2023/24) and Construction Priority List (2018/19) are hereby approved as presented at the public hearing.

**DONE** this the 7th day of May, 2018.

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J. Carroll Branham, Chairman

ATTEST:

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Robert C. Horn, County Administrator

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**IN RE:           GENERAL DISCUSSION WITH JOHN WATSON,  
                  REPRESENTATIVE FOR VIRGINIA DEPARTMENT OF  
                  TRANSPORTATION**

Trey Adkins, Knox District Supervisor asked John Watson, Representative for the Virginia Department of Transportation (VDOT) when the potholes in the Hurley District are going to be repaired? Since, it's been a mild winter there should be funding to repair the potholes. Also, there's a drainage problem on the right-hand fork of Guesses Fork, along with a cliff that overhangs the roadway where rocks are falling out.

When you leave the Hurley Park going up State Route 650 there's a gas line and every time it rains there about one (1) foot of dirt and rock, he stated. I need Mr. Moise, a VDOT representative and myself to look at this area, stated Mr. Adkins. VDOT needs to put some legal pressure on the gas companies. Someone is going to get killed in this area and something needs to be done immediately, voiced Mr. Adkins. I'm really surprised a rock hasn't come off and killed someone.

John Watson, Representative for the VDOT stated VDOT is doing pothole patching now.

James Stiltner, resident stated on Hoot Owl Road on the Poplar Creek side, the roadway is breaking off on both sides from water damage.

G. Roger Rife, South Grundy District Supervisor stated when the Buchanan County Public Service Authority digs up a state road, the PSA is responsible to fixing it back.

Mr. Watson stated yes, the PSA is responsible to repair the roadway and we've been working with Greg McClanahan, Director of the PSA. The PSA can only patch and

must follow VDOT's traffic control. They can only patch the area, not overlay the area, he stated.

Bobby May, resident stated a guardrail is needed on State Route 83, Slate Creek Road across from Hertiage Hall.

Mr. Rife requested stripping on Little Prater Road. I'll pay for it, if VDOT will get it done.

When was the last time VDOT did a guardrail plan, asked Harold H. Fuller, Garden District Supervisor?

It's been three (3) to four (4) fiscal years, stated Mr. Watson.

You need to check with the coal road committee to get a guardrail plan for the county, requested Mr. Fuller.

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**IN RE: CONSIDER APPROVING TO ISSUE A CHECK IN THE AMOUNT OF \$350,000 FROM FY 2017/2018 APPROPRIATED FUNDS TO VDOT FOR COAL SEVERANCE TAX OVERLAYS**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Craig Stiltner, Harold H. Fuller, Trey Adkins, J. Carroll Branham, G. Roger Rife, Earl Scott, William P. Harris and zero (0) nays, this board did hereby approve to issue a check in the amount of \$350,000 from FY 2017/2018 appropriated funds to VDOT for coal severance tax overlays.

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**IN RE: MARCUS STILTNER, COAL HAUL ROAD ENGINEER - CONSIDER APPROVING FY 2018/2019 COAL HAUL ROAD PLAN**

Marcus Stiltner, Coal Haul Road Engineer stated the Coal Haul Road Committee has already approved the fiscal year 2018/2019 Coal Haul Road Plan.

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Craig Stiltner, Harold H. Fuller, Trey Adkins, J. Carroll Branham, G. Roger Rife, Earl Scott, William P. Harris and zero (0) nays, this board did hereby approve the FY 2017/2019 Coal Haul Road Plan.

**Buchanan County Coal Road Plan  
Fiscal Year 2018-2019**

A. CONSTRUCTION (ITEMIZED)

1. COUNTY ROAD MAINTENANCE REQUEST

TOTAL COUNTY ROAD MAINTENANCE REQUEST	1,050,000.00
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2. REVENUE SHARING



TOTAL REVENUE SHARING REQUEST	1,000,000.00
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3. BUCHANAN COUNTY PSA

A.	DISMAL/OAKWOOD PUMP STATION SPARE PUMPS	100,000.00
B.	ROCKHOUSE PUMP STATION REPAIRS	40,000.00
C.	HURLEY PHASE VIII	290,000.00
D.	WATER AND SEWER MAINTENANCE (MANHOLES, ETC)	300,000.00
E.	WWTP BELT REPLACEMENT PROJECT	620,000.00

TOTAL PSA REQUEST	1,350,000.00
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4. ADDITIONAL REVENUE SHARING PROJECTS

TOTAL ADDITIONAL REVENUE SHARING PROJECTS ROUTE 83	3,329,753.00
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<b>A. TOTAL CONSTRUCTION REQUEST FY 18/19 (SUM ITEMS 1-4)</b>	<b>6,729,753.00</b>
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**B. ADMINISTRATIVE REQUEST (ITEMIZED)**

1	41090 COUNTY ROAD ENGINEERING/MAPPING DEPARTMENT	528,190.00
2	41101 BRIDGE CREW DEPARTMENT	508,216.00

<b>B. TOTAL ADMINISTRATIVE REQUEST FISCAL YEAR 2018-2019</b>	<b>1,036,406.00</b>
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<b>C. DIRECT TRANSFER C.E.D.A. @ 25% FISCAL YEAR 2018-2019</b>	<b>1,800,000.00</b>
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<b>D. APPROPRIATION &amp; DIRECT TRANSFER TO FUND 006 DSR</b>	<b>280,000.00</b>
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<b>E. APPROPRIATION &amp; DIRECT TRANSFER FOR WATER TREATMENT PLANT FACILITY RENOVATION PROJECT</b>	<b>350,000.00</b>
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<b>TOTAL COAL ROAD PLAN FISCAL YEAR 2018-2019</b>	<b>10,196,159.00</b>
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**IN RE: CONSIDER ACCEPTING THE DEED OF GIFT BY AND BETWEEN JERRY LEE BLANKENSHIP TO BUCHANAN COUNTY, VIRGINIA REGARDING SPLIT ROCK ROAD LOCATED IN THE ROCKLICK MAGISTERIAL DISTRICT AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE DEED ON BEHALF OF BUCHANAN COUNTY WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

Marcus Stiltner, Coal Haul Road Engineer stated that Split Rock Road is a county road already, but this would allow a turning area only for snow plows and buses. This road has been in the county road system since 1987.

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Craig Stiltner, Harold H. Fuller, Trey Adkins, J. Carroll Branham, G. Roger Rife, Earl Scott, William P. Harris and zero (0) nays, this board did hereby approve the following Resolution and Deed of Gift by and between by and between Jerry Lee Blankenship to Buchanan County, Virginia regarding Split Rock Road located in the Rocklick Magisterial District

and authorized the Chairman and County Administrator to execute the Deed on behalf of Buchanan County with approval as to form by the County Attorney.

**RESOLUTION**

**IN RE: ACCEPTANCE OF DEED OF GIFT BY AND BETWEEN JERRY LEE BLANKENSHIP TO BUCHANAN COUNTY, VIRGINIA REGARDING SPLIT ROCK ROAD LOCATED IN THE ROCKLICK MAGISTERIAL DISTRICT, COUNTY ROAD NUMBER 2325**

**BE IT RESOLVED**, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto between Jerry Lee Blankenship 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 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 7<sup>th</sup> day of May, 2018 by a roll call vote of seven for and zero against.

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Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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Robert Craig Horn, County Administrator

**THIS DEED OF GIFT**, made and entered into on this the 7<sup>th</sup> day of May, 2018, by and between **JERRY LEE BLANKENSHHIP**; 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 section of road with turning area which is a part of the public road in the Rocklick Magisterial District for the traveling public, named Split Rock Road, County Road # 2325; 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 which is part of the public road known as Split Rock Road, County Road # 2325; and,

**NOW THEREFORE**, for and in consideration of promoting the public interest by providing a section of road with turning area which is part of a public road known

Split Rock Road, County Road # 2325 in the Rocklick Magisterial District 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 situated in the Rocklick 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:

THEREFORE the existing section of road and turning area is described as follows:

**BEGINNING** at a point in the existing right of way of Split Rock Rd. (county rt. 2325), thence with the said right of way S 25-56-15 W 30.00', thence leaving the said right of way N 64-27-45 W 40.00', thence N 25-56-15 E 30.00', thence S 64-27-45 E 40.00' to the beginning and containing 1200ft. sq. (0.028 acres).

Source and title for Grantor: Jerry Lee Blankenship acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in Deed Book 573, Page 673, 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. Said land affected by this right-of-way deed is shown as parcel # 052 on Tax Map #2HH-241.

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 state above, also covenants and agrees, 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 Grantors 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 7<sup>th</sup> day of May, 2018, 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.

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**IN RE:            CONSIDER ACCEPTING THE DEED OF GIFT BY AND BETWEEN TONY E. JUSTUS AND NADINE JUSTUS, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA REGARDING HORSESHOE BRANCH ROAD LOCATED IN THE ROCKLICK MAGISTERIAL DISTRICT AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE DEED ON BEHALF OF BUCHANAN COUNTY WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

Marcus Stiltner, Coal Haul Road Engineer stated the Deed of Gift for Horseshoe Branch Road is an extension.

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Craig Stiltner, Harold H. Fuller, Trey Adkins, J. Carroll Branham, G. Roger Rife, Earl Scott, William P. Harris and zero (0) nays, this board did hereby approve the following Resolution and Deed of Gift by and between by Tony E. Justus and Nadine Justus, Husband and Wife to Buchanan County, Virginia regarding Horseshoe Branch Road located in the Rocklick Magisterial District and authorized the Chairman and County Administrator to execute the Deed on behalf of Buchanan County with approval as to form by the County Attorney.

**RESOLUTION**

**IN RE: ACCEPTANCE OF DEED OF GIFT BY AND BETWEEN TONY E. JUSTUS AND NADINE JUSTUS, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA REGARDING HORSESHOE BRANCH ROAD LOCATED IN THE ROCKLICK MAGISTERIAL DISTRICT, COUNTY ROAD NUMBER 2045**

**BE IT RESOLVED**, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto between Tony Justus and Nadine Justus, husband and wife 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 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 7<sup>th</sup> day of May, 2018 by a roll call vote of seven for and zero against.

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Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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Robert Craig Horn, County Administrator

**THIS DEED OF GIFT** made and entered into on this the 7<sup>th</sup> day of May, 2018, by and between, **TONY E. JUSTUS AND NADINE JUSTUS, husband and wife;** hereinafter sometimes referred to as "**GRANTORS**", and **BUCHANAN COUNTY,** a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as "**GRANTEE**". [Exempt from recordation taxes pursuant to Code §58.1-811.3.]

**WITNESSETH:**

**WHEREAS**, the Grantee wishes to extend an existing county road to include a turning area which is a part of the public road in the Rocklick Magisterial District for the traveling public, named Horseshoe Branch Road, County Road # 2045; 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 an extension of an existing county road which is part of the public road known as Horseshoe Branch Road, County Road # 2045; and

**NOW THEREFORE**, for and in consideration of promoting the public interest by providing an extension of an existing county road with turning area which is part of a public road known as Horseshoe Branch Road, County Road # 2045, in the Rocklick

Magisterial District 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 Rocklick 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:

**THEREFORE**, the existing road and turning area is described as follows:

**BEGINNING** at a point in the existing centerline of Horseshoe Br. Rd. (Sta. 25+99.12), thence with the said centerline N 81-40-52 W 70.85', thence a curve to the right (chord bearing N 68-15-23 W 39.76'), thence N 54-49-55 W 51.18', thence a curve to the left (chord bearing S 89-52-08 W 58.31'), thence S 54-34-11 W 66.98', thence a curve to the right (chord bearing N 85-56-54 W 20.59'), thence N 46-27-58 W 51.14' to end (sta. 29+63.88), and a turning area which begins at a point 20.00' left of and perpendicular to centerline sta. 29+33.88, thence S 43-32-02 W 10.00', thence N 46-27-58 W 20.00', thence N 43-32-02 E 10.00', to a point 20.00' left of and perpendicular to centerline sta. 29+53.88, thence S 46-27-58 E 20.00' to the beginning and containing 7495.40 sq. ft. (0.17 acres) total.

Source and title for Grantors: TONY E. JUSTUS AND NADINE JUSTUS, husband and wife, acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in Deed Book No. 375, page 289, 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. Said land affected by this right-of-way deed is shown as parcel # 119, Tax Map #2HH-174.

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 state above, also covenants and agrees, 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 Grantors 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 7<sup>th</sup> day of May, 2018, 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.

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**IN RE: GENERAL DISCUSSION REGARDING COUNTY ROADS**

Craig Stiltner, Rocklick District Supervisor asked Marcus Stiltner, Coal Haul Road Engineer if he had heard that the county was going to pave every county road according to the local newspaper?

Marcus Stiltner, Coal Haul Road Engineer stated no, I have not. There is \$150,000 in the Coal Haul Road Plan for each district to do repairs and maintenance.

Craig Stiltner asked if the county was going to pave all county roads, wouldn't he be the first to know?

Marcus Stiltner stated yes.

If you write a letter to the paper then you should be able to back it up with the truth, stated Craig Stiltner. Buchanan County isn't going to pave 700 roads.

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**IN RE:            CONSIDER    APPROVING    THE    RESOLUTION    AND  
AGREEMENT WITH APPENDIX'S "A" AND "B" REGARDING  
THE FUTURE CONNECTION BETWEEN RT. 744 AND U.S.  
ROUTE 121 AND AUTHORIZE THE    CHAIRMAN            AND  
COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS  
REGARDING THIS PROJECT ON BEHALF OF THE COUNTY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby adopt the following Resolution and Agreement with Appendix's "A" and "B" regarding the future connection between Rt. 744 and U.S. Route 121 and authorize the Chairman and County Administrator to execute the documents regarding this project on behalf of the county

**RESOLUTION**

**WHEREAS**, in accordance with Virginia Department of Transportation construction allocation procedures, it is necessary that a request for a Board of Supervisors resolution be made in order that the Department may make a break in the limited access requirement for U.S. 121 so to permit the future connection between Rt. 744 and U.S. Rt. 121; and,

**WHEREAS**, it is necessary for the Board of Supervisors for Buchanan County, Virginia to show support for a project administered by the Virginia Department of Transportation; and,

**WHEREAS**, it is necessary for an official of Buchanan County, Virginia to be authorized by the Board of Supervisors for Buchanan County, Va. to execute any and all project agreements on behalf of the County; and,

**THEREFORE BE IT RESOLVED**, that the Board of Supervisors for Buchanan County, Virginia requests the Virginia Department of Transportation to proceed forward with Project Number 0744-013-941 UPC 108012 pursuant to the attached VDOT Administered—Locally Funded Project Administrative Agreement with Appendix "A" and Appendix "B" which, the County Administrator, the Chairman of the Board of Supervisors and the County Road Engineer are authorized to execute along with any other documents needed in the furtherance of this Project; and

**BE IT FURTHER RESOLVED**, that the Board of Supervisors agrees and concurs with the break in the limited access requirement for U.S. Route 121 so to permit the future connection between Rt. 744 and U.S. Route 121.

Adopted this 7<sup>th</sup> day of May, 2018.

Recorded Vote:

Moved by: Craig Stiltner  
Seconded by: Trey Adkins  
Yeas: Seven  
Nays: Zero

\_\_\_\_\_  
J. Carroll Branham, Chairman  
Board of Supervisors, Buchanan County, Va.

ATTEST:

\_\_\_\_\_  
Robert C. Horn, County Administrator



**IN RE: CONSIDER RATIFYING THE LETTER TO ROBERT LEONARD WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION REGARDING ROUTE 744**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby ratify the following letter mailed to Robert Leonard on April 30<sup>th</sup>, 2018 regarding the Route 744 project:

April 30, 2018

Robert Leonard, L.S., P.E.  
Virginia Department of Transportation  
Bristol District  
870 Bonham Road  
Bristol, Va. 24201

Re: UPC 108012 Agreement & Appendix "A" and Appendix "B"

Dear Mr. Leonard:

Please accept this letter as confirmation that the Board of Supervisors for Buchanan County, Va. is in complete agreement for a break in the limited access requirement for U.S. 121 so as to permit the future connection between Route 744 and U.S. Route 121 in Buchanan County, Va. The resolution to that effect along with providing authorization for County officials to sign the UPC 108012 Agreement along with Appendix "A" and Appendix "B" and any other documents that may be necessary for the furtherance of the Rt. 744 project will be on the Board of Supervisors meeting agenda for May 7, 2018. I will get the signed originals of the executed agreement with Appendix "A" and Appendix "B" out into the mail to your attention on May 8, 2018. Additionally, I will forward PDF copies of same by e-mail to your attention on May 8, 2018. If you require any further information please let me know.

**IN RE: CONSIDER APPROVING J.A. STREET & ASSOCIATES (CONTRACTOR) REGARDING THE COMPREHENSIVE AGREEMENT TO OBTAIN AND MAINTAIN IN FORCE DURING THE CONTRACT PERIOD AND WARRANTY PERIOD PROFESSIONAL LIABILITY AND ERRORS AND OMISSION INSURANCE IN THE AMOUNT OF \$2,000,000 PER CLAIM AND \$2,000,000 AGGREGATE. THIS REQUIREMENT SUPERSEDES THE LIMITS REQUIRED PER THE INTERIM AGREEMENT**

After a general discussion by the board upon motion by William P. Harris seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve J. A. Street & Associates (Contractor) regarding the Comprehensive Agreement to obtain and maintain in force during the contract period and warranty period professional liability and errors

and omission insurance in the amount of \$2,000,000 per claim and \$2,000,000 aggregate. This requirement supersedes the limits required per the Interim Agreement.

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**IN RE:            CONSIDER ENTERING INTO A COMPREHENSIVE AGREEMENT WITH J. A. STREET & ASSOCIATES FOR THE RENOVATION AND EXPANSION OF THE BUCHANAN COUNTY COURTHOUSE AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Earl Scott and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve this board did hereby approve entering into a Comprehensive Agreement with J. A. Street & Associates for the renovation and expansion of the Buchanan County Courthouse not to exceed \$10.4 million and authorized the Chairman and County Administrator to execute the agreement on behalf of Buchanan County with the approval as to form by the County Attorney. A copy of this agreement is located in the Buchanan County Administrator's Office, 3<sup>rd</sup> floor of the Buchanan County Government Center, 4447 Slate Creek Road, Grundy, Virginia for review.

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**IN RE:            GENERAL DISCUSSION CONCERNING BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY**

A resident requested assistance from the board of supervisors to obtain water at her home on Dry Tripe Road on Slate Creek. I have contacted the Buchanan County Public Service Authority (PSA) several times and they always say they'll look into it, but I've had no luck, she commented. I attended their meetings and they put me off. Then they tell me to attend the board of supervisor's meetings, which is why I'm here, she stated. I have two (2) small children that needs a good safe drinking water.

Trey Adkins, Knox District Supervisor stated while I was working for the PSA we could've done something in house to assist her with safe drinking water. What I did while I was there was to make the employees work.

J. Carroll Branham, Chairman stated this in on the list of projects to be done. I'll check on it again.

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**IN RE:            CONSIDER APPROVING THE BID AND CONTRACT IN THE AMOUNT OF \$192,759.00 BETWEEN BUCHANAN COUNTY AND CARTER MACHINERY COMPANY, INC. REGARDING THE PURCHASE OF A AWD MOTOR GRADER AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Earl Scott seconded by William P. Harris and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve the bid and Contract in the amount of \$192,759.00 between Buchanan County and Carter Machinery Company, Inc. regarding the purchase of an AWD Motor Grader and authorize the Chairman and County Administrator to execute the Contract on behalf of Buchanan County with the approval as to form by the County Attorney:

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 7<sup>th</sup> day of May, 2018, by and between **Buchanan County**, a Political Subdivision of the Commonwealth of Virginia, party of the first part; hereinafter sometimes referred to as **“County,”** and **Carter Machinery Company, Inc.**, party of the second part, hereinafter referred to as **“Vendor”**.

**WITNESSETH:**

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

**I.**

The Vendor agrees to sell and the County agrees to buy one (1) 2018 120M2 AWD MOTOR GRADER (Cat Model: 120M2AWDL) pursuant to NJPA contract #032515—Cat Member Discounts Included, as described in Quote 132801-01 (six pages of documentation) made a part of this contract by incorporation by reference as Exhibit “A”.

**II.**

The Vendor warrants to County and to the County’s successors, assigns that:

- 1) The Vendor has good title to the 2018 – 120M2AWDL Motor Grader and has the right to transfer it; and
- 2) The 2018 – 120M2AWDL Motor Grader sold hereunder is fit and merchantable for the ordinary purposes for which such goods are used; and
- 3) The 2018 – 120M2AWDL Motor Grader is free of any defect in material and/or workmanship; and
- 4) That the 2018 – 120M2AWDL Motor Grader sold hereunder shall be delivered free from any security Interest or other lien or encumbrance; and
- 5) The goods sold hereunder conform to the description and specifications

set forth in the specifications set forth in Exhibit “A” and is incorporated into this contract by reference.

### III.

County shall pay the Vendor for providing One (1) 2018 – 120M2AWDL Motor Grader described in Exhibit “A” at the purchase price of:

Purchase bid price is \$ 192,759.00 (One Hundred Ninety Two Thousand Seven Hundred Fifty Nine Dollars and No Cents).

Payment of the purchase price shall be made within thirty (30) days of delivery of the One (1) 2018 – 120M2AWDL Motor Grader including title to same to the County.

### IV.

Vendor warrants and guarantees that title to the 2018 – 120M2AWDL Motor Grader, will pass to County no later than the time of payment free and clear of all liens.

### V.

In the event that the Vendor fails to complete the performance required of it under this Agreement or in other way is in default of performance hereunder, County shall have the right to the remedies set forth at Virginia Code section 8.2-711, 8.2-712, 8.2-713, 8.2-714, 8.2-715, 8.2-716 and 8.2-717, along with any other remedies provided by either statutory or common law that may be applicable.

### VI.

During the performance of this Agreement, the Vendor agrees as follows:

A. i. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer.

iii. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The vendor will include the provisions of the foregoing paragraphs A(i), A(ii), and A(iii) 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 contract, the vendor will:

i. Provide a drug-free workplace for the vendor’s employees;

ii. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensations, possession, or use of a controlled substance or marijuana is

prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

iii. State in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the vendor maintains a drug-free workplace; and

iv. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, 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 vendor 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. The Contractor does not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

E. In the event of the Vendor's noncompliance with this section of this Contract, (Section XII), this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Vendor may be declared ineligible for further Agreements and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

## **VII.**

Time is of the essence in the completion of this contract. The Vendor shall deliver the One (1) 2018 – 120M2AWDL Motor Grader and title thereto pursuant to this agreement within seven (7) days of execution of this agreement. However, the County may extend this deadline upon a good cause showing of the Vendor.

## **VIII.**

Not modification of any of the terms of this Agreement, nor any extension of the length of time allowed for the completion of performance governed by this Agreement, shall be valid without compliance with Va. Code section 2.2-4309.

## **IX.**

The Vendor shall not assign his rights or obligations under this Agreement. The Vendor represents that he does not intend to use any subcontractors to complete performance of this contract.

## **X.**

County may cancel this Agreement at any time prior to complete performance by the Vendor 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.

## **XI.**

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.

**XII.**

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.

**XIII.**

The Contractor if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as registered limited partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity.

**EXECUTED IN DUPLICATE ORIGINALS.**

**WITNESS** the following signatures and seals:

**BUCHANAN COUNTY**

By: \_\_\_\_\_  
J. Carroll Branham, Chairman of the  
Buchanan County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Robert Craig Horn, County Administrator  
for Buchanan County, Virginia

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**IN RE:        CONSIDER APPROVING SOLE SOURCE NOTICE,  
RESOLUTION AND CONTRACT IN THE AMOUNT OF  
\$17,500.00 BETWEEN RICK MODESITT & ASSOCIATES  
(VENDOR) AND BUCHANAN COUNTY REGARDING THE  
2018 BUCHANAN COUNTY FAIR AND AUTHORIZE THE  
CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE  
THE CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH  
THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve the following Sole Source Notice, Resolution and Contract between Rick Modesitt & Associates, Inc. and Buchanan County for the performance of Shenandoah at the 2018 Buchanan County Fair:

**SOLE SOURCE NOTICE**

**RE: PENDING AWARD OF CONTRACT WITH  
SHENANDOAH THROUGH RICK MODESITT & ASSOCIATES TO PERFORM  
DURING THE 2018  
BUCHANAN COUNTY FAIR**

**PLEASE TAKE NOTICE:**

- 1) Due to the individual nature of the performance of Shenandoah and rights of the booking agent it has been determined that the one source practicably available for the purchase of a performance of Shenandoah at the Buchanan County Fair of 2018 is Shenandoah through Rick Modesitt & Associates.
- 2) The Buchanan County, Va., Board of Supervisors has passed a Resolution to approve and award the contract for Shenandoah through Rick Modesitt & Associates at its May 7<sup>th</sup>, 2018 board meeting held in the Board of Supervisors meeting room on the bottom floor of the Courthouse in Grundy, Va.

PLEASE CONDUCT YOURSELF ACCORDINGLY.

Issued by directive of the County Administrator this 7<sup>th</sup> day of May 2018.

\_\_\_\_\_  
Robert Craig Horn  
County Administrator  
For Buchanan County, Virginia

\_\_\_\_\_  
Date

**RESOLUTION  
RE: DETERMINATION OF A SOLE SOURCE VENDOR FOR  
PROVIDING THE PERFORMANCE OF SHENANDOAH  
DURING THE BUCHANAN COUNTY FAIR  
TO BE HELD DURING THE SUMMER OF 2018**

WHEREAS, the Buchanan County, Va., Board of Supervisors authorized procurement for live music performances for the Buchanan County Fair 2018; and

WHEREAS, prior to the issuance of an invitation to bid, Brooke Boyd, the Manager of Parks & Recreation conducted an investigation of potential vendors who could provide musical performances at the Buchanan County Fair 2018; and

WHEREAS, after a thorough investigation, Brooke Boyd has concluded that Shenandoah through Rick Modesitt & Associates is the only one source practicably available to provide the performance of Shenandoah at the Buchanan County Fair for the summer of 2018; and

WHEREAS, a contract needs to be negotiated with Shenandoah through Rick Modesitt & Associates in the amount of \$17,500.00 to provide the performance of Shenandoah at the Buchanan County Fair of 2018; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Buchanan County, Va., Board of Supervisors and the County Administrator are hereby authorized to execute the contract with Shenandoah through the booking agent Rick Modesitt & Associates in the amount of \$17,500.00 as approved in form by the County Attorney, that provides for the performance of Shenandoah at the Buchanan County Fair during the summer of 2018. Be It Furthermore Resolved that the County Administrator is directed to post a Notice as required by Virginia Code Section 2.2-4303(E) in the designated public notice area and on the County's official web site, stating that the contract was awarded this day to Shenandoah through Rick Modesitt & Associates and was determined to be the only

source practicably available for the purchase of the performance of Shenandoah at the Buchanan County Fair during the summer of 2018.

This resolution was adopted this the 7<sup>th</sup> day of May, 2018 by the Buchanan County, Va., Board of Supervisors.

Recorded Vote:

Moved by: Craig Stiltner  
Seconded by: Harold H. Fuller  
Yeas: Seven  
Nays: Zero

\_\_\_\_\_  
J. Carroll Branham, Chairman of the  
Buchanan County, Va. Board of Supervisors

ATTEST:

\_\_\_\_\_  
Robert Craig Horn, County Administrator

### **CONTRACT**

**THIS AGREEMENT**, made and entered into this the 7<sup>th</sup> day of May, 2018, by and between **Rick Modesitt & Associates, Inc.** party of the first part; hereinafter sometimes referred to as “**Vendor,**” 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 Vendor agrees to provide one (1) 90-minute set for the 2018 Buchanan County Fair on Saturday, August 11, 2018. This is an all-inclusive job and the price will include all instruments, backline equipment, travel expense and liability insurance for the event. The County agrees to sound/lighting as per the rider; meals and hospitality for eight as per the rider. The Vendor’s contract is attached and made a part of this contract by reference as Exhibit “A”. However, in the event there is any language in Exhibit “A” that is in conflict with the language of this Contract, the language in this Contract shall be controlling.

#### **II.**

The Vendor agrees to perform and complete or cause to be performed or completed all such work as set forth in the scope of services set forth in Exhibit “A” (Booking Agent documents) in accordance with the techniques and methods of provided for by applicable law.

#### **III.**

The Vendor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers, Compensations Act as well as General Liability insurance covering damages to persons and property in the minimum amount of \$1,000,000.00. Buchanan County, its officers, agents, and employees shall be listed as additional insured on such policies of General Liability insurance and worker compensation insurance. The Vendor shall furnish certificates of insurance to Buchanan County verifying such coverages with the Buchanan County, Va. Board of Supervisors



listed as an additional insured. At all times during the performance of this contract it is understood that the Vendor is an independent contractor.

**IV.**

Contract bid price is: **SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00).**

The County shall pay Vendor on August 18th 2018 one (1) hour prior to performance.

**V.**

The Vendor 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.**

During the performance of this Agreement, the contractor agrees as follows:

A. i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

iii. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provisions of the foregoing paragraphs A(i), A(ii), and A(iii) 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 contract, the Contractor will:

i. Provide a drug-free workplace for the Contractor's employees;

ii. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensations, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

iii. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and

iv. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, 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. During the performance of this contract, the Contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

E. In the event of the Contractor’s noncompliance with this section of this Contract, (Section XII), this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Agreements and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

No 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 compliance with the provisions of Virginia Code Section 2.2-4309.

## VII.

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.

## VIII.

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.

**EXECUTED IN DUPLICATE ORIGINALS NEXT TWO PAGES.**

**WITNESS** the following signatures and seals:

### **BUCHANAN COUNTY**

By: \_\_\_\_\_  
J. Carroll Branham, Chairman of the  
Buchanan County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Robert Craig Horn, County Administrator  
For Buchanan County, Virginia

**IN RE: CONSIDER ADOPTING THE RESOLUTION REQUESTING  
FEMA TO CORRECT THE MISTAKES ON THE FLOOD RATE  
INSURANCE MAPS FOR THE COUNTY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby adopt the following Resolution requesting FEMA to correct the mistakes on the flood rate insurance maps for Buchanan County:

**RESOLUTION**

**RE: REQUEST THAT FEMA CORRECT MISTAKES  
ON THE FLOOD RATE INSURANCE MAPS**

**WHEREAS**, it has come to the attention of the Buchanan County Board of Supervisors that there are many errors in topographic values in the latest Flood Insurance Study (FIS) for Buchanan County, Va. in completed in 1997, and that these errors are creating an increased compliance burden on citizens of Buchanan County living in certain areas of the County; and,

**WHEREAS**, Hayes, Seay, Mattern & Mattern, Inc. served as the prime contractor for FEMA in regard to the work performed and compiled for the 1997 FIS and Flood Insurance Rate Maps (FIRMs); and,

**WHEREAS**, the aforementioned topographic errors appear in the mapping (FIRMs) of several areas of the County, including but not limited to: areas along Knox Creek; areas along Dismal Creek; and areas near the mouth of Garden Creek; and,

**WHEREAS**, the aforementioned topographical errors have resulted in incorrect calculations of the base flood elevations (BFE), thus creating the increased difficulty in compliance in the areas of the County with the topographical errors; and,

**WHEREAS**, additional mapping work needs to be done in the problem areas of the County to correct the topographical errors that are resulting in incorrect BFE calculations and incorrectly placing structures in flood zones that should not be in flood zones, resulting in incorrect flood insurance determinations; and

**NOW THEREFORE BE IT RESOLVED**, by the Buchanan County Board of Supervisors that the County Administrator is directed to send a copy of this Resolution with an appropriate cover letter to FEMA and request that additional work be authorized at no cost to the County to correct the topographical errors resulting in the miscalculation of BFEs.

**FURTHERMORE, BE IT RESOLVED THAT** the County Administrator is directed to send an appropriate cover letter along with this resolution to the following to: U.S. Senator Tim Kaine; U.S. Senator Mark Warner; U.S. Congressman Morgan Griffith; State Senator Ben Chafin and State Delegate Will Morefield.

This Resolution was adopted by the Buchanan County, Va., Board of Supervisors on the 7<sup>th</sup> da of May, 2018.

Moved by: Craig Stiltner  
Seconded by: Harold H. Fuller  
Yeas: Seven  
Nays: Zero

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J. Carroll Branham, Chairman, Buchanan  
County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Robert Craig Horn, County Administrator

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**IN RE:            CONSIDER BID IN THE AMOUNT OF \$464,506.00 FROM CLECO CORPORATION FOR PHASE II OF THE BULL CREEK TRAIL PROJECT AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve the following Contract and bid in the amount of \$464,506.00 from Cleco Corporation for Phase II of the Bull Creek Trail Project and authorize the Chairman and County Administrator to execute the Contract on behalf of Buchanan County with the approval as to form by the County Attorney:

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 7<sup>th</sup> day of May, 2018, by and between **Buchanan County Board of Supervisors**, a Political Subdivision of the Commonwealth of Virginia, party of the first part; hereinafter sometimes referred to as "**Board of Supervisors**," and **CLECO Corporation**, party of the second part, hereinafter referred to as "**Contractor**".

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 prepare the site for construction and to perform the construction work as outlined in the specifications and drawings. The site is located at Maxie in Buchanan County, Virginia, and is shown in the specifications and drawings. The Contractor shall furnish all the materials and labor necessary for the construction of such work as set out in those specifications and drawings which were prepared by Terra Tech Engineering Services, P.C. and which specifications and drawings are labeled "BULL CREEK TRAIL – PHASE II for BUCHANAN COUNTY BOARD OF SUPERVISORS, Buchanan County, Virginia 24614 by TERRA TECH ENGINEERING SERVICES, P.C. P.O. Box 1063 Grundy, VA 24614 (276)935-4191," and are attached to this agreement and are made a part hereof by reference hereto.

## II.

The Contractor agrees to perform and complete or cause to be performed or completed all such construction in accordance with the techniques and methods of construction provided for by applicable law, the standards of the construction industry, and the specifications and drawings provided by Terra Tech Engineering Services, P.C. The Contractor further agrees that all materials used in the work shall meet all those requirements and specifications for materials as provided for by applicable law and the specifications and drawings provided by Terra Tech Engineering Services, P.C. Said specifications and bid documents are incorporated and made a part of this contract by reference thereto.

## III.

The Contractor shall, at his own cost and expense, obtain and pay for all licenses, permits, certificates and surveys required for the completion of the work under this Agreement.

## IV.

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 Board of Supervisors. The Contractor shall also maintain a builders' risk insurance policy or installation floater or open peril for coverage of physical loss and damage to the work upon such structure during its construction and make the Board of Supervisors an additional insured on such policy. The Buchanan County Board of Supervisors, 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 the Board of Supervisors verifying such coverage.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision, inspection and direction of an engineering or architectural firm named by The Buchanan County Board of Supervisors. At this time the Board of Supervisors names Terra Tech Engineering Services, P.C. as that firm. The Contractor guarantees the work performed by any sub- contractors under this Agreement and further agrees to notify the designated Board of Supervisors inspector at least 24 hours before commencing work hereunder.

## V.

The contractor shall upon the signing to this Contract furnish to the Buchanan County Board of Supervisors pursuant to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a performance bond in the sum of the Contract amount conditioned upon the faithful performance of the Contract in the strict conformity with the plans, specifications and the conditions of the Contract and a payment bond in the sum of the contract amount, which shall be for the protection of claimants who have and fulfill contracts, to supply labor or materials to the Contractor to whom the Contract was awarded, or to any subcontractors, in the prosecution of the work provided for this contract; however, nothing herein shall preclude the Contractor from furnishing an alternative form of security pursuant to and in accordance with Section 2.2-4338 of the 1950 Code of Virginia, as amended.

## VI.

Board of Supervisors shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement, as follows:

Contract bid price **Four Hundred Sixty-Four Thousand Five Hundred and Six Dollars**  
words

Contract bid price \$ 464,506.00  
Numbers

VII.

A. i. Contractor may submit Applications for Progress Payments on account of the Contract Price on or about the 15<sup>th</sup> day of each month during the performance of the work and payment shall be made to the Contractor on a determination of the amount of the work performed as determined by the Engineer according to accepted practices in the industry. Such Applications shall include documents showing that labor and material costs for the work completed have been paid, subject to the following:

- ii. Contractor shall take one(1) of the two (2) following actions within seven (7) days of receipt of amounts paid to the Contractor by the Board of Supervisors for work performed by a subcontractor under this Contract.
  - a) Pay the subcontractor for the proportionate share of the total payment received from the Board of Supervisors attributable to the work performed by the subcontractor under this Contract; or
  - b) Notify the Board of Supervisors of its intentions to withhold all or part of the subcontractor's payment with reason for nonpayment.
- iii. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Board of Supervisors for work performed by the subcontractor under this Contract except for amounts withheld as allowed in paragraph subdivision VII. A(ii) herein.
- iv. Interest shall accrue at the rate of one-half percent (1/2%) per month on late payments.
- v. The Contractor shall include the provisions of this paragraph in any Contract it makes with any subcontractor. A Contractor's obligation to pay an interest charge to a subcontractor pursuant to this Contract shall not be construed to be an obligation of the Board of Supervisors.

Subject to the Engineer's determination of work performed by Contractor according to accepted practices in the industry, payments by Board of Supervisors for Contractor's Application for Progress Payments on account of the Contract Price will be submitted to the Contractor within thirty (30) days of Contractor's Application for Progress Payments.

- A. 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 the Board of Supervisors 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. The payment bond posted herein shall not be released until ninety (90) days after work completion subject to any claims and liens, unless the contractor has provided executed lien release letters from all contractors and suppliers that have provided labor and materials to help complete the contract project. Upon receipt of all applicable lien releases on a format provided by Buchanan County Board of Supervisors the bond may be released prior to the ninety (90) day waiting period.

- B. Board of Supervisors may refuse to make payments based upon the Engineer's statements that the work is defective, has been damaged, and requires correction or replacement.
- C. Board of Supervisors may refuse to make payments because labor or materials have not been paid for.
- D. The Engineer shall not be liable to the Contractor due to recommendations which he makes pursuant to Article VII herein.

#### VIII.

Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to the Board of Supervisors no later than the time of payment free and clear of all liens.

#### IX.

The Contractor shall indemnify and save harmless Buchanan County Board of Supervisors, and its officers, agents and employees against all losses, or damages on account of injury to persons or property occurring from the 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 in the performance of this Agreement together with any and all attorney fees incurred by them on account of any thereof.

#### X.

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph XVI below, plus any extensions thereof allowed in accordance within Article 12.01 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in paragraph XVI.

#### XI.

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.

#### XII.

During the performance of this Agreement, the contractor agrees as follows:

- A.
  - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The contractor will include the provisions of the foregoing paragraphs A(i), A(ii), and A(iii) in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the Contractor will:

- i. Provide a drug-free workplace for the Contractor's employees;
- ii. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensations, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- iii. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
- iv. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, 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.

- C. The Contractor does not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- D. In the event of the Contractor's noncompliance with this section of this Contract, (Section XII), this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Agreements and such other sanctions may be



imposed and remedies invoked as otherwise provided by law.

XIII.

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.

XIV.

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

XV.

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.

XVI.

The contractor shall commence work under the terms of this Agreement following the execution of this Agreement and begin work immediately on the date set forth by the Notice to Proceed and shall complete all such work within One Hundred Eighty (180) days after the execution of this Agreement. The parties agree and understand that time is of the essence in completion of this contract. However, Board of Supervisors may grant the Contractor an extension of time to complete this Contract for good cause shown; however, the Board of Supervisors reserves the right to exercise its sole discretion when determining whether an extension is granted or denied. If an extension of time is not granted, the Board of Supervisors reserves the right to exercise any and all agreement options written herein.

XVII.

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 Board of Supervisors, or compliance with Virginia Code Section 2.2-4309.

XVIII.

The Contractor shall not assign his rights or obligations under this Agreement, nor have more than seventy-five percent (70%) of the work required by this Agreement performed by sub-contractors without the express written consent of Board of Supervisors.

XIX.

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

XX.

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. In the event that there is a legal dispute between the parties that is judicially resolved in favor of the Board of Supervisors, then the Contractor shall be responsible for the Board of Supervisor’s reasonable attorney’s fees and cost incurred therein.

XXI.

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.

EXECUTED IN DUPLICATE ORIGINALS.

BUCHANAN COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_

J. Carroll Branham, Chairman

ATTEST:

\_\_\_\_\_

Robert C. Horn, County Administrator

\_\_\_\_\_ 000 \_\_\_\_\_

**IN RE: PUBLIC HEARING – 6:30 P.M. – TO HEAR PUBLIC COMMENTS REGARDING THE AMENDED ORDINANCE ENTITLED, “2011 ORDINANCE REAPPORTIONING AND RE-DRAWING BUCHANAN COUNTY’S MAGISTERIAL DISTRICTS AND PRECINCTS AND POLLING PLACE FOR SUCH PRECINCT’ BY RE-LOCATING THE POLLING LOCATION OF #501 VOTING PRECINCT ---PRATER PRECINCT FROM THE RUSSELL PRATER ELEMENTARY SCHOOL, 8433 LOVERS GAP ROAD, VANSANT, VIRGINIA TO THE RUSSELL PRATER VOLUNTEER FIRE DEPARTMENT 1028 KILLDEER LANE, GRUNDY, VIRGINIA”**

J. Carroll Branham, Chairman opened the public hearing for comments.

With no comments from the public upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Harold H. Fuller, William P. Harris, Earl Scott, J. Carroll Branham, G. Roger Rife and zero (0) nays, this board did hereby approve to close the public hearing.

\_\_\_\_\_ 000 \_\_\_\_\_

**IN RE:            CONSIDER APPROVING THE 2018 ORDINANCE AMENDING THE “2011 ORDINANCE REAPPORTIONING AND REDRAWING BUCHANAN COUNTY’S MAGISTERIAL DISTRICTS AND PRECINCTS AND POLLING PLACE FOR SUCH PRECINCT’ BY RE-LOCATING THE POLLING LOCATION OF #501 VOTING PRECINCT ---PRATER PRECINCT FROM THE RUSSELL PRATER ELEMENTARY SCHOOL, 8433 LOVERS GAP ROAD, VANSANT, VIRGINIA TO THE RUSSELL PRATER VOLUNTEER FIRE DEPARTMENT 1028 KILLDEER LANE, GRUNDY, VIRGINIA.**

After a general discussion by the board upon motion by Earl Scott seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve the following 2018 Ordinance amending the “2011 Ordinance Reapportioning and Re-drawing Buchanan County’s Magisterial Districts and Precincts and Polling Place for Such Precinct’ By Re- Locating the polling location of #501 Voting Precinct ---Prater Precinct from the Russell Prater Elementary School, 8433 Lovers Gap Road, Vansant, Virginia to the Russell Prater Volunteer Fire Department 1028 Killdeer Lane, Grundy, Virginia:

**2018 ORDINANCE AMENDING THE  
“2011 ORDINANCE REAPPORTIONING AND REDRAWING BUCHANAN  
COUNTY’S MAGISTERIAL DISTRICTS AND PRECINCTS  
AND ESTABLISHING A CENTRAL ABSENTEE VOTER  
PRECINCT AND POLLING PLACES FOR SUCH PRECINCTS”  
BY RE-LOCATING THE POLLING LOCATION FOR #501 VOTING  
PRECINCT-PRATER PRECINCT**

ORDINANCE # \_\_\_\_\_

BE IT ORDAINED BY THE BUCHANAN COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

1. The title of this Ordinance is “2018 ORDINANCE AMENDING THE ‘2011 ORDINANCE REAPPORTIONING AND REDRAWING BUCHANAN COUNTY’S MAGISTERIAL DISTRICTS AND PRECINCTS AND ESTABLISHING A CENTRAL ABSENTEE VOTER PRECINCT AND POLLING PLACES FOR SUCH PRECINCTS’ BY RE-LOCATING THE POLLING LOCATION FOR #501 VOTING PRECINCT-HURLEY PRECINCT”
2. The purpose of this Ordinance is to relocate the polling location of the #501 Voting Precinct—Prater Precinct from the Russell Prater Elementary School, 8433 Lovers Gap Road, Vansant, Virginia to the Russell Prater Volunteer Fire Department, 1028 Kill Deer Lane, Grundy, Virginia 24614.
3. That the Ordinance titled “2011 ORDINANCE REAPPORTIONING AND REDRAWING BUCHANAN COUNTY’S MAGISTERIAL

DISTRICTS AND PRECINCTS AND ESTABLISHING A CENTRAL ABSENTEE VOTER PRECINCT AND POLLING PLACES FOR SUCH PRECINCTS”, paragraph IV. Section 5, is hereby amended to re-locate the polling location for #501 Voting Precinct—Prater Precinct from the Russell Prater Elementary School, 8433 Lovers Gap Road, Vansant, Virginia to the Russell Prater Volunteer Fire Department, 1028 Kill Deer Lane, Grundy, Virginia 24614.

4. The County Administrator is directed to mail a certified copy of this amended Ordinance, along with a map showing the new location of the polling place for the Prater Precinct to the local electoral board, the Secretary of the Commonwealth, the State Board of Elections and the Division of Legislative Services. Furthermore, a notice of the change in the location of the polling place for the Prater Precinct shall be mailed to all registered voters in said precinct at least 15 days before prior to the next general, special or primary election.
5. That this ordinance shall take effect immediately upon adoption. Adopted on this the 7<sup>th</sup> day of May, 2018.

BUCHANAN COUNTY, VA. BOARD OF SUPERVISORS

By: \_\_\_\_\_  
J. Carroll Branham, Chairman  
Buchanan County, Va. Board of Supervisors

Attest: \_\_\_\_\_  
Robert Craig Horn, County Administrator

Recorded Vote:  
Moved by: Earl Scott  
Seconded by: Craig Stiltner  
William P. Harris: yea  
Craig Stiltner: yea  
Harold H. Fuller: yea  
Earl Scott: yea  
J. Carroll Branham: yea  
Roger Rife: yea  
Trey Adkins: yea

\_\_\_\_\_ 000 \_\_\_\_\_

**IN RE: PUBLIC HEARING – 6:45 P.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED COUNTY BUDGET**

J. Carroll Branham, Chairman opened the public hearing for comments.

Bobby Hall, resident thanked the board for allowing him to speak today. At last month’s meeting, the board decided to move these meetings to other locations. I hope this continues, he stated.

Bobby O'Quin, resident stated I appreciate the board for moving the meetings to the evening. It helps the working people who would like to attend the meetings to be able to come.

I have a couple questions about the county's budget, he stated. I noticed a significant amount for Willowbrook Golf Course and for tourism. In addition, salary increase for the IDA, stated Mr. O'Quin. I assume the \$68,000 is the IDA budget is for Scotty Wampler's salary and the new position established.

Mr. Branham stated yes and VCEDA will be paying for the job position that Mr. Wampler has now.

I noticed that is a brand-new budget line for a Diversion Program, stated Mr. O'Quin.

Craig Stiltner, Rocklick District Supervisor stated yes, Andrea Schmidt was hired for the Diversion Program Director. The program has saved the county \$40,000 already.

Were there interviews for the Diversion Program Director before she was hired, asked Mr. O'Quin?

Yes, interviews were conducted, stated Mr. Branham.

Trey Adkins, Knox District Supervisor stated once the Diversion Program is up and running, it will save the county \$32.00 per day per inmate from going to jail at the Southwest Regional Jail Authority. These inmates can work instead of going to jail, he stated. Russell County has the same program.

Upon motion by Craig Stiltner seconded by Earl Scott and with a roll call vote of seven (7) yeas, Craig Stiltner, Earl Scott, Trey Adkins, William P. Harris, J. Carroll Branham, G. Roger Rife, Harold H. Fuller, this board did hereby approve to close the public hearing.

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**IN RE: GENERAL DISCUSSION**

Trey Adkins, Knox District Supervisor stated Roger Rife had previously stated he would give up his park and recreation funds and park and development funds to the Buchanan County Public Service Authority (PSA). We built a \$350,000 hot dog stand at Poplar Gap Park. I've made multi motions to try and keep water rates from increasing, he stated.

I've begged this board to fund the PSA in order to keep from having a water rate increase, stated Mr. Adkins. I'm willing to do the park and recreation funds if you're ready, he stated.

Bobby May, resident stated I'm not in favor of a water rate increase.

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**IN RE: PUBLIC HEARING – 6:50 P.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED ORDINANCE ENTITLED: “GENERAL COUNTY BUDGET (INCLUDING DOG TAX FUND, LAW LIBRARY FUN AND THE HEAD START FUND) AND THE SCHOOL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1<sup>ST</sup>, 2018 TO JUNE 30<sup>TH</sup>, 2019 AND LEVY FOR TAX YEAR COMMENCING ON JANUARY 1<sup>ST</sup>, 2018.**

J. Carroll Branham, Chairman opened the public hearing for comments.

Bobby May, resident stated Tazewell County has had a shortfall in their budget this year. Currently, Buchanan County coal is up so let’s try to bring jobs here in the county. Donald Trump will not be in the White House forever, he stated.

Upon motion by Craig Stiltner seconded by Harold H. Fuller and with a roll call vote of seven (7) yeas, Craig Stiltner, Harold H. Fuller, Earl Scott, J. Carroll Branham, William P. Harris, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve to close the public hearing.

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**IN RE: CONSIDER ADOPTING THE RESOLUTION SUPPORTING THE REINSTATEMENT OF THE COALFIELD EMPLOYMENT ENHANCEMENT TAX CREDIT AND THE VIRGINIA COAL EMPLOYMENT AND PRODUCTION INCENTIVE TAX CREDIT**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Craig Stiltner, Earl Scott, Trey Adkins, William P. Harris, J. Carroll Branham, G. Roger Rife, Harold H. Fuller and zero (0) nays, this board did hereby adopt the following Resolution supporting the reinstatement of the Coalfield Employment Tax Credit and the Virginia Coal Employment and Production Incentive Tax Credit:

**RESOLUTION**

**IN RE: SUPPORTING THE REINSTATEMENT OF THE COALFIELD EMPLOYMENT ENHANCEMENT TAX CREDIT AND THE VIRGINIA COAL EMPLOYMENT AND PRODUCTION INCENTIVE TAX CREDIT**

**WHEREAS**, coal is the most valuable single mineral resource produced in the Commonwealth of Virginia and as of 2015 accounts for five percent of Southwest Virginia’s workforce and nearly 12 percent of the region’s total wages; and

**WHEREAS**, coal mining companies operating in Virginia in FY 2016 contributed tax revenues to Southwest Virginia counties totaling almost \$51.5 million including severance, coal and gas road improvement and machinery and tools taxes; and

**WHEREAS**, coal mining generated about \$2.6 billion in economic activity in Southwest Virginia in 2013, supporting 9,753 direct and indirect jobs in the region and \$3 billion in spending in the state, supporting 11,966 jobs; and

**WHEREAS**, tax revenues paid to Southwest Virginia localities were used to help improve road and water/sewer systems and provided the funds needed to upgrade local infrastructure projects; and

**WHEREAS**, the Coalfield Employment Enhancement Tax Credit applies to coal produced from mines located within the state's borders and is intended as a means of maintaining coal-related employment in the coalfield counties and other parts of the state; and

**WHEREAS**, Virginia's railroads rely on the coal produced in Southwest Virginia as one of the primary commodities transported by rail (\$58.8 million of coal in 2013), thereby creating additional employment; and

**WHEREAS**, Virginia's ports also rely on coal produced in Southwest Virginia (approximately 20 million tons in 2016) as one of the products they ship, thereby creating jobs in that employment sector; and

**WHEREAS**, legislation has been filed in the 2018 Virginia General Assembly to reinstate the credits for taxable years on and after January 1, 2018 but before January 1, 2023 through House Bill 665 patroned by Del. Terry Kilgore and SB378 patroned by Sen. A. Benton "Ben" Chafin; and

**WHEREAS**, the credits have led to the use of coal mined in Virginia and stemmed declines in coal production, leading to needed tax revenues for essential infrastructure projects for the counties benefitting from coal severance taxes paid; and

**NOW, THEREFORE, BE IT RESOLVED** that on this 7<sup>th</sup> day of May, 2018, the Buchanan County Board of Supervisors hereby expresses its support for HB 665 and SB 378 for the reinstatement of the Coalfield Employment Enhancement Tax Credit for coal producers and the Virginia Coal Employment and Production Incentive Tax Credit for utilities within the Commonwealth of Virginia. This resolution was adopted by roll call vote on the 7<sup>th</sup> day of May 2018.

Recorded Vote:  
Moved by: Harold H. Fuller  
Seconded by: Craig Stiltner  
Yeas: Seven  
Nays: Zero

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J. Carroll Branham, Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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Robert C. Horn, County Administrator

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**IN RE:            CONSIDER ADOPTING THE RESOLUTION IN COMPLIANCE WITH VIRGINIA CODE SECTION 58.1-3713.01 ANNUAL PRIORITY PLAN FOR FUNDING WATER AND SEWER PROJECTS INCLUDING REPAIRS, ENHANCEMENT AND POSSIBLE REPLACEMENT OF THE EXISTING CONAWAY SEWAGE TREATMENT PLAN**

L. Lee Moise, County Attorney stated the need for the Resolution is in conjunction of the Coal Haul Road Plan to use an additional 25% of the net 75% for Buchanan County Public Service Authority (PSA) projects. To use the additional 25% the Board of Supervisors must adopt a priority plan pursuant to Va. Code section 58.1-3713.01. The \$350,000 is allocated for the Conaway Sewage Treatment Plan. It's intent of the board of supervisors and the Coal and Gas Road Improvement Advisory Committee that such fund will roll-over annually and that future annual contributions to said fund will be made as a part of future Coal Road Plans subject to the annual budget appropriations process and further subject to the availability of funds for such future contributions.

Marcus Stiltner, Coal Haul Road Engineer stated the coal haul road plan already appropriates \$1.3 million for repairs for the PSA. Once the bids come in for the belt driver, the PSA will need to request funding, he stated.

There is \$700,000 in the coal haul road budget for repairs and maintenance and \$600,000 for the belt drive at the Conaway Sewage Treatment Plant, he stated. The coal haul road committee approved the \$350,000 for the sewage treatment plan and in order to dip into the additional funding that exceeds the initial 25% it has to be done by Resolution.

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Harold H. Fuller, Earl Scott, J. Carroll Branham, Craig Stiltner, G. Roger Rife, Trey Adkins, William P. Harris and zero (0) nays, this board did hereby adopt the following Resolution in compliance with Virginia Code Section 58.1-3713.01 annual priority plan for funding water and sewer projects including repairs, enhancement and possible replacement of the existing Conaway Sewage Treatment Plan.

**RESOLUTION**

**RE: COMPLIANCE WITH VIRGINIA CODE SECTION 58.1-3713.01 ANNUAL PRIORITY PLAN FOR FUNDING WATER AND SEWER PROJECTS INCLUDING REPAIR, ENHANCEMENT AND POSSIBLE REPLACEMENT OF THE EXISTING CONAWAY SEWAGE TREATMENT PLANT**

WHEREAS, the Buchanan County PSA needs additional funding for the repair and enhancement and possible replacement the of the existing Conaway sewage treatment plant; and

WHEREAS, the Buchanan County, Va. Board of Supervisors wishes to adopt and



approve an annual plan pursuant to Va. Code section 58.1-3713 that provides additional funding for the repair, enhancement and possible replacement of the Conaway Sewage Treatment Plant;

WHEREAS, after consideration of the criteria set forth in Va. Code section 58.1-3713.01, namely, (i) providing water to areas that have lost water supplies due to mining operations; (ii) preserving waters supplies in areas where permitted mining is occurring or about to commence; (iii) facilitating the development of water and sewer projects that will promote diversified industrial development; and (iv) increase the capacity of publicly owned water and/or sewer treatment or supply facilities, the following list of projects is hereby adopted as the priority plan for 2018-2019 fiscal year in regard to compliance with Va. Code section 58.1-3713.01:

- 1) Creation of a capital fund designated for the future replacement and/or renovation of the Conaway Sewage Treatment Plant. The initial contribution to this fund will be \$350,000.00. It is the intent of the Board of Supervisors and the Coal and Gas Road Improvement Advisory Committee that such fund will roll-over annually and that future annual contributions to said fund will be made as a part of future Coal Road Plans subject to the annual budget appropriation process and further subject to the availability of funds for such future contributions.

WHEREAS, a copy of the plan adopted and approved pursuant to Va. Code section 58.1-3713 is hereby attached and made part of this resolution as Exhibit "A"; and

NOW, THEREFORE BE IT RESOLVED, that the Buchanan County, Va., Board of Supervisors, based on the annual priority plan set forth herein and required by Va. Code section 58.1-3713.01, does hereby approve said priority plan as well as the plan attached as Exhibit "A" which is adopted and approved pursuant to Va. Code section 58.1-3713.

This resolution was adopted on the 7th day of May, 2018.

Recorded Vote:

Moved by: Harold H. Fuller

Seconded by: Craig Stiltner

Yeas: Seven

Nays: Zero

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J. Carroll Branham, Chairman of the  
Buchanan County, Va. Board of Supervisors

ATTEST:

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Robert Craig Horn, County Administrator

Trey Adkins, Knox District Supervisor stated Joe Gary Street submitted a bid in the amount of \$78,228 to do repairs to the belt drive at Conaway. The PSA didn't want to do the work. The PSA asked Mr. Street to do the work on the belt drive and he pulled his bid, stated Mr. Adkins. Some of the PSA employees are afraid to get their hands dirty and that's the truth.

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**IN RE:            CONSIDER SETTING A PUBLIC HEARING FOR MONDAY,  
                      JUNE 4<sup>TH</sup> AT 6:15 P.M. REGARDING THE LEASE AGREEMENT  
                      BETWEEN BUCHANAN COUNTY AND LAWFORD  
                      BIRCHFIELD REGARDING THE APARTMENT LOCATED ON A  
                      PORTION OF THE WILLOW BROOK PUBLIC GOLF COURSE**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Harold H. Fuller, Earl Scott, J.

Carroll Branham, Craig Stiltner, G. Roger Rife, Trey Adkins, William P. Harris and zero (0) nays, this board did hereby approve setting a public hearing for Monday, June 4<sup>th</sup> at 10:15 a.m. regarding the Lease Agreement between Buchanan County and Lawford Birchfield regarding the apartment located on a portion of the Willow Brook Public Golf Course.

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**IN RE: GENERAL DISCUSSION CONCERNING WILLOWBROOK GOLF COURSE**

Guy Dillow, resident asked if there was a board of directors for Willowbrook Golf Course?

J. Carroll Branham, Chairman stated yes.

Bobby May, resident asked who's running the golf course, I've been told it's the same ones as before.

Robert C. Horn, County Administrator stated the board of supervisors is the board of directors. The treasurer takes care of the money. We do not have a committee.

Mr. May asked if there was drinking and gambling going on at the golf course?

L. Lee Moise, County Attorney stated no, gambling is not permitted and that the County currently doesn't have an ABC license for alcoholic beverages to be served at the golf course.

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**IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS**

After a general discussion by the board upon motion by William P. Harris seconded by Earl Scott and with the following roll call vote seven (7) yeas, Earl Scott, Harold H. Fuller, G. Roger Rife, William P. Harris, J. Carroll Branham, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve the following additional appropriations:

- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$10.40;
- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$42.00;
- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$102.00;
- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$1.34;
- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$14.95;
- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$1,600.00;
- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$20.85;
- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$550.99;



- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$24.40;
- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$30.50;
- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$445.00;
- Additional appropriation to Willowbrook Golf Course, account number 71030-3310 in the amount of \$800.00;
- Additional appropriation to Buchanan County Department of Social Services in the amount of \$787.50;
- Additional appropriation to Hurricane District Park and Rec, account number 71040-6022-02 in the amount of \$300.00;
- Additional appropriation to Hurricane District Park and Rec, account number 71040-6022-02 in the amount of \$475.00;
- Additional appropriation to Athletic Field, account number 71040-5604-09 in the amount of \$746.08;
- Additional appropriation to Garden District Park and Rec., account number 71040-5604-01 in the amount of \$700.00;
- Additional appropriation to Hurricane District Park and Development, account number 71060-7010-08 in the amount of \$5,000.00;
- Additional appropriation to South Grundy Park and Rec., account number 71040-5604-07 in the amount of \$2,400.00.

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**IN RE:            CONSIDER APPROVING TO ISSUE A CHECK FOR THE FOLLOWING COYOTE CLAIMS IN THE AMOUNT OF \$50.00 FROM FUND 10, LIVESTOCK CLAIMS ACCOUNT NUMBER 35010-8104**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins, J. Carroll Branham, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve to issue a check for the following coyote claims in the amount of \$50.00 from Fund 10, livestock claims account number 35010-8104:

- Evelene Compton
- Morgan Hall
- Charles Compton (Two claims)
- Richard Rife (Two claims)
- Arvil Quinley
- Clinton Hurley (Three claims)
- Danny Hylton

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**IN RE:            CONSIDER ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$200,000 TO TRANSFER TO CEDA, ACCOUNT NUMBER 92100-5843 AND \$350,000 TO FUND 5, COAL HAUL ROAD FUND, ACCOUNT NUMBER 92100-5843**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Harold H. Fuller,

Earl Scott, Craig Stiltner, Trey Adkins, J. Carroll Branham, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$200,000 to transfer to CEDA, account number 92100-5843 and \$350,000 to Fund 5, Coal Haul Road Fund, account number 92100-5843.

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**IN RE:            CONSIDER APPROVING A TRANSFER FOR THE BUCHANAN COUNTY COMMONWEALTH ATTORNEY'S ACCOUNT NUMBER 22010-1150 (SALARIES AND WAGES) TO ACCOUNT NUMBER 22010-8101 (MACHINERY AND EQUIPMENT) IN THE AMOUNT OF \$15,000.00**

This issue was tabled, no action taken.

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**IN RE:            CONSIDER APPROVING APPROVE FOR THE TREASURER'S OFFICE TO WRITE-OFF THE FOLLOWING DUE TO THE RESULT OF ERRONEOUS ASSESSMENTS/UNCOLLECTIBLE**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins, J. Carroll Branham, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve for the Treasurer's Office to write-off the following due to the result of erroneous assessments/uncollectible:

- Theodore Coleman – 1.5 acres, tax years 2001-2002 - \$78.40
- Willard Johnson - .5 acres, tax years 2001-2002 - \$73.50
- Ada Ratliff – int. in lot, tax years 2002-2012 - \$334.69
- Allison M. Rife, lot, tax years 2001-2006 - \$538.02

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**IN RE:            CONSIDER ISSUING A CHECK IN THE AMOUNT OF \$700.00 TO SLATE CREEK VOLUNTEER FIRE DEPARTMENT FOR GRANT FUNDING RECEIVED FROM VIRGINIA DEPT. OF FIRE PROGRAMS**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins, J. Carroll Branham, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve to issue a check in the amount of \$700.00 to Slate Creek Volunteer Fire Department for grant funding received from Virginia Dept. of Fire Programs.

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**IN RE:            CONSIDER APPROVING AN ADDITIONAL APPROPRIATION  
IN THE AMOUNT OF \$7,245.28 TO COMMONWEALTH  
ATTORNEY'S OFFICE, ACCOUNT NUMBER 22010-3100 FOR  
DRUG COURT GRANT RECEIVED ON MARCH 28<sup>TH</sup>, 2018**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins, J. Carroll Branham, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$7,245.28 to Commonwealth Attorney's Office, account number 22010-3100 for Drug Court Grant received on March 28<sup>th</sup>, 2018.

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**IN RE:            CONSIDER APPROVING TO TRANSFER \$2,700 FROM FUND 31  
TO THE BUCHANAN COUNTY SHERIFF'S OFFICE  
RESTITUTION REVENUE ACCOUNT NUMBER 31020-6030 FOR  
EQUIPMENT, TRAINING, SUPPLIES ETC.**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins, J. Carroll Branham, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve to transfer \$2,700 from Fund 31 to the Buchanan County Sheriff's Office restitution revenue account number 31020-6030 for equipment, training, supplies etc.

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**IN RE:            CONSIDER APPROVING TO APPLY FOR A GRANT THROUGH  
THE VIRGINIA DEPARTMENT OF GAME AND INLAND  
FISHERIES FOR BEAR RESISTANT TRASH CANS FOR  
POPLAR CREEK MINI PARK AND ENOCH'S BRANCH PARK**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins, J. Carroll Branham, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve approving to apply for a grant through the Virginia Department of Game and Inland Fisheries for bear resistant trash cans for Poplar Creek Mini Park and Enoch's Branch Park.

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**IN RE: CONSIDER APPROVING INVOICE FROM SOUTHWEST REGIONAL RECREATION AUTHORITY DBA "SPEARHEAD TRAILS" IN THE AMOUNT OF \$2,250.00**

This issue was tabled, no action was taken.

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**IN RE: CONSIDER APPROVING FULL TIME EMPLOYMENT FOR RONALD CHARLES, SANITATION HELPER AFTER HIS NINETY-DAY TRIAL PERIOD ENDING ON MAY 12<sup>TH</sup>, 2018**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins, J. Carroll Branham, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve full time employment for Ronald Charles, Sanitation Helper after his ninety-day trial period ending on May 12<sup>th</sup>, 2018.

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**IN RE: CONSIDER APPOINTMENT AND/OR REAPPOINTMENT TO THE SOUTHWEST VIRGINIA COMMUNITY COLLEGE ADVISORY BOARD**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner and with the following roll call vote seven (7) yeas, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins, J. Carroll Branham, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby reappoint Pauline Casey to the Southwest Virginia Community College Local Advisory Board for a four-year term ending June 30<sup>th</sup>, 2022.

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**IN RE: CONSIDER AN ADDITIONAL APPROVING THE INCREASE IN TIRE DISPOSAL RATE FOR THE BUCHANAN COUNTY TRANSFER STATION FROM \$70.00 TO \$76.00 FOR BOTH DISPOSAL AND TRANSPORTATION**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins, J. Carroll Branham, William P. Harris, G. Roger Rife and zero (0) nays, this board did hereby approve the increase in tire disposal rate for the Buchanan County Transfer Station from \$70.00 to \$76.00 for both disposal and transportation subject to final approval after conducting a public hearing.

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**IN RE:            CONSIDER APPROVING TO SCHEDULE A PUBLIC HEARING FOR MONDAY, JUNE 4<sup>TH</sup> AT 10:30 A.M. TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED AMENDMENT TO COUNTY CODE SECTION 22-42, 22-43 AND 22-44, DOGS RUNNING AT LARGE ON COUNTY PROPERTY TO INCLUDE ALL PUBLICLY OWNED PROPERTY IN THE COUNTY: SUCH AS THE SCHOOL BOARD'S PROPERTY**

Craig Stiltner, Rocklick District Supervisor stated I think we've already made a policy no dogs can run loose on any county property.

Robert C. Horn, County Administrator stated the school system's property isn't county property.

The animal control officers have requested the amendment to the current ordinance, stated L. Lee Moise, County Attorney. The board of supervisors has the authority to pass an ordinance and this would amend the ordinance to provide for that protection for school properties.

Trey Adkins, Knox District Supervisor stated I remember when the board considered a barking dog ordinance. A large crowd came to the courthouse and some with their dogs for that public hearing. Some of the people met me at my truck, he stated. I'm not going to get involved in this, period, voiced Mr. Adkins.

J. Carroll Branham, Chairman asked if anyone wanted to make a motion to have a public hearing?

We already have a policy, why have a public hearing, stated Mr. Stiltner?

If they want to do something about the dogs, there will be 500 people to be at the public hearing, stated Harold H. Fuller, Garden District Supervisor.

Is the school property, county property, asked Mr. Stiltner?

No, stated Mr. Moise.

Can the school board make a motion and pass it that no dogs are allowed on school property, asked Mr. Stiltner?

I think they could do that, stated Mr. Moise.

Jim Brown, resident stated I live next to school property and own dogs, they're going to have to put up a fence. My dogs go right next door, my wife walks and my dogs love to play ball and the kids play with them, he stated.

After a general discussion by the board no action was taken.

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**IN RE:            CONSIDER APPROVING REQUEST FROM BUCHANAN COUNTY PUBLIC SCHOOLS TO ISSUE PAYMENT FOR INVOICES FOR APRIL 2018 FROM INSURANCE SERVICES, LLC, (VANESSA HURLEY, AGENT OF RECORD) REGARDING THE CONSOLIDATED GROUP FOR HEALTH INSURANCE FOR BUCHANAN COUNTY PUBLIC SCHOOLS FROM FUND 37**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner and with the following roll call vote seven (7) yeas, Harold H.



Fuller, Trey Adkins, Craig Stiltner, William P. Harris, Earl Scott, J. Carroll Branham, G. Roger Rife and zero (0) nays, this board did hereby approve the request from Buchanan County Public Schools to issue payment for the invoice for April 2018 from Insurance Services, LLC, (Vanessa Hurley, Agent of Record) regarding the Consolidated Group for Health Insurance for Buchanan County Public Schools from Fund 37.

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**IN RE:            CONSIDER APPROVING TO ADVERTISE FOR PROPOSALS  
FOR AUDITING SERVICES FOR YEARS ENDING JUNE 30<sup>TH</sup>,  
2018, JUNE 30<sup>TH</sup>, 2019 AND JUNE 30<sup>TH</sup>, 2020**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, William P. Harris, Earl Scott, J. Carroll Branham, G. Roger Rife and zero (0) nays, this board did hereby approve to advertise for proposals for auditing services for years ending June 30<sup>th</sup>, 2018, June 30<sup>th</sup>, 2019 and June 30<sup>th</sup>, 2020.

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**IN RE:            CONSIDER APPROVING TO ADVERTISE FOR PROPOSALS  
FOR PRE-AUDITING CONSULTING SERVICES FOR  
YEARS ENDING JUNE 30<sup>TH</sup>, 2018, JUNE 30<sup>TH</sup>, 2019 AND JUNE  
30<sup>TH</sup>, 2020**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, William P. Harris, Earl Scott, J. Carroll Branham, G. Roger Rife and zero (0) nays, this board did hereby approve to advertise for proposals for pre-auditing services for years ending June 30<sup>th</sup>, 2018, June 30<sup>th</sup>, 2019 and June 30<sup>th</sup>, 2020.

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**IN RE:            CONSIDER APPROVING APPLICATION AND CERTIFICATION  
FOR PAYMENT NUMBER 2 (FINAL) TO E. LUKE GREENE  
COMPANY, INC. IN THE AMOUNT OF \$1,179.00**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, William P. Harris, Earl Scott, J. Carroll Branham, G. Roger Rife and zero (0) nays, this board did hereby approve the application and certification for payment number 2 (final) from E. Luke Greene, Inc. in the amount of \$1,179.00 regarding the asbestos abatement at the Buchanan County Courthouse.

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**IN RE:            CONSIDER APPROVING TO HIRE THE FOLLOWING PART-TIME EMPLOYEES FOR THE COUNCIL POOL**

Upon motion by William P. Harris seconded by Trey Adkins to hire the list of employees for the Council Pool including Matthew Street as a part-time weed cutter.

Craig Stiltner, Rocklick District Supervisor asked if these employees are paid from general properties or his park and recreations account?

G. Roger Rife, South Grundy District Supervisor stated this is something we need to discuss. I've been paying the horse show employees from the proceeds at the horse show, he stated. Why should I pay workers at horse shows from the proceeds and the Council Park employees are paid from general properties not the proceeds?

You can do it the way Mr. Harris does it, but taxes will be cut, stated Robert C. Horn, County Administrator.

Does the money collected at the Council Pool go into Mr. Harris park and recreations, asked Mr. Stiltner?

Mr. Horn stated yes.

It should to back to general properties, stated Mr. Stiltner.

After a general discussion by the board upon motion by William P. Harris seconded by Trey Adkins and with the following roll call vote of four (4) yeas, Trey Adkins, William P. Harris, Harold H. Fuller, J. Carroll Branham and three (3) nays, Craig Stiltner, G. Roger Rife and Earl Scott, this board did hereby approve to hire the following part-time employees for the Council Pool and Matthew Street as a part-time weed cutter at an hourly rate \$12.00 for the William P. Harris Park:

- Jacob Hess
- Morgan Rose
- Kiara Thompson
- Madison Mathis
- Kaitlyn Barton
- Alyssa Dye
- Jacob Gilbert
- Adrienne Ramey
- Lilliegh Owens
- Allison Austin
- Logan Ratliff
- Michael Hunter Taylor
- Shellby Rose
- Dillion Yates
- Jennifer Perolio

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**IN RE:            CONSIDER APPROVING RATIFYING PART-TIME WEED CUTTERS**

After a general discussion by the board upon motion by William P. Harris seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, William P. Harris, Earl Scott, J. Carroll Branham,

G. Roger Rife and zero (0) nays, this board did hereby ratify the enclosed list of part-time weed cutters:

Tyler Grizzle	Rocklick
Jack Stacy	Rocklick
Michael Carver	Knox HSB
William Rawlins	Knox
Robert Blankenship	Knox
Albert Smith	South Grundy
Dustin Fleming	Prater
Travis Boyd	Prater
Cody Coleman	Prater HSB
Dakota Sutherland	Council
Matthew Gilbert	Council
Greg Keen	North Grundy
Chris Keen	Garden
Ethan Dillow	North Grundy

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**IN RE: CONSIDER APPROVING BID FOR A COMPREHENSIVE AGRONOMIC PROGRAM FOR WILLOWBROOK COUNTRY CLUB FOR EIGHT MONTHS (JULY 2018 – JUNE 2019) EXCLUDING (NOVEMBER, DECEMBER, JANUARY & FEBRUARY) THAT ADDRESSES THE ENTIRE PROPERTY INCLUDING: GREENS, TEES, FAIRWAYS, GREEN SURROUNDS, ROUGHS, PRACTICE AREA, CLUBHOUSE GROUNDS AND BOUNDARIES AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

This issue was tabled, no action taken.

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**IN RE: CONSIDER APPROVING CONTRACT BETWEEN BUCHANAN COUNTY AND TECHNI-TURF, LLC. REGARDING THE COMPREHENSIVE AGRONOMIC PROGRAM FOR WILLOWBROOK COUNTY CLUB FOR THREE (3) MONTHS, APRIL, MAY AND JUNE 2018 IN THE AMOUNT OF \$1,500.00 AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, Harold H. Fuller, Earl Scott, J. Carroll Branham, William P. Harris, G. Roger Rife, Craig Stiltner and one (1) nay, Trey Adkins, this board did hereby approve the following Contract between Buchanan County and Techni Turf, LLC. regarding the comprehensive agronomic program for Willowbrook County Club for three (3) months, April, May and June 2018 in the amount of \$1,500.00 and authorized the Chairman and County Administrator to execute the Contract on behalf of Buchanan County with the approval as to form by the County Attorney:

## CONTRACT

**THIS AGREEMENT**, made and entered into this the 7<sup>th</sup> day of May, 2018 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part, and **TECHNI- TURF, LLC**, party of the second part, hereinafter referred to as “**Contractor**”.

### 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 provide a comprehensive agronomic program for Willow Brook Public Golf Course in Breaks, Virginia pursuant scope of services contained within **the Overview and Scope of Work provided by Techni-Turf** and make a part of this contract by reference thereto, as **Exhibit “A”** in Buchanan County, a copy of which is attached hereto and made a part hereof by reference. The term of this contract is for the months of March, April, May and June of 2018 (four months).

#### II

The Contractor agrees to perform and complete or cause to be performed or completed all such turf maintenance work in accordance with the techniques and methods of provided for by applicable law, the standards of the turf maintenance industry, and the specifications referenced above. The Contractor further agrees that all equipment and materials used in the installation shall meet all those requirements and specifications in compliance with the laws of the United States and the Commonwealth of Virginia.

#### III

The Contractor shall, at his own cost and expense, obtain and pay for all licenses, permits, certificates and surveys required for the completion of the work under this Agreement.

#### IV

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers' Compensation Act as well as liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate of Insurance to the Board.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision and direction of Buchanan County or its designated agents or employees. The Contractor will not subcontract any of the work described herein without the prior approval of the Buchanan County Board of Supervisors. The Contractor will guarantee any work which would be performed by the sub-contractors. The Contractor further agrees to notify the County Administrator at least 24 hours before commencing work hereunder.

## V

The Contractor in the performance of this contract does not and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

## VI

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement according to **the Overview and Scope of Work provided by Techni-Turf** \$500.00 per month for the months of March, April, May and June of 2018 or a total of \$2,000.00.

## VII

The Contractor 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.

## VIII

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 Board 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 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 the Board the amount of such deficiency. But if such amount remaining in the hands of the Board under this Agreement at the time of the default of the Contractor exceeds the amount required to complete the said Agreement, then upon such completion the Buchanan County Board of supervisors shall pay such surplus to the Contractor.

## IX

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, licenses and consents required by such laws, ordinances, rules and regulations.

## X

No extra work, not required by the plans and specifications hereinbefore mentioned, shall be performed or other material furnished unless on written order of the Board certifying that the performance of such extra work has been approved and authorized by it and there has been compliance with Virginia Code section 2.2-4309.

## **XI**

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 foregoing provisions of this Agreement have been complied with strictly and modification of said contract is compliant with Va. Code section 2.2-4309.

## **XII**

No modification of any of the terms of this contract, nor any extension of the length of time allowed for the completion of the work governed by this contract, shall be valid without the advance written approval of the Buchanan County Board of Supervisors and in compliance with Va. Code section 2.2-4309.

## **XIII**

Claims by the Contractors shall be made in accordance with Section 11-69 of the 1950 Code of Virginia, as amended, and shall include a sworn written statement of facts substantiating such claims, together with copies of all documents and photographs which tend to substantiate such claims. The Contractor shall be allowed to appear before the Board of Supervisors within thirty (30) days after having filed such claim to present its argument in support of such claim. The Board of Supervisors shall rule on such claim in writing within sixty (60) days of the time set for such hearing.

## **XIV**

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

## **XV**

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.

## **XX**

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.

## **XVI**

The Contractor if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as registered limited

partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity.

**EXECUTED IN DUPLICATE ORIGINALS.**

**WITNESS** the following signatures and seals:

**BUCHANAN COUNTY BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
J. Carroll Branham, Chairman

ATTEST:

\_\_\_\_\_  
Robert Craig Horn, County Administrator

\_\_\_\_\_ 000 \_\_\_\_\_

**IN RE: CONSIDER APPROVING TO ADVERTISE FOR QUOTES FOR MOTOR OIL, SYNTHETIC OIL, LUBRICANTS, HEATING OIL AND OFF-ROAD DIESEL FUEL.**

After a general discussion by the board upon motion by Craig Stiltner seconded Earl Scott and a roll call vote of seven (7) yeas, Craig Stiltner, Harold H. Fuller, G. Roger Rife, William P. Harris, J. Carroll Branham, Earl Scott, Trey Adkins and zero (0) nays, this board did hereby approve to advertise for quotes for the following:

- Motor Oil, Synthetic Oil and Lubricants
- Heating Oil and Off-Road Diesel Fuel

\_\_\_\_\_ 000 \_\_\_\_\_

**IN RE: CONSIDER APPROVING TO ADVERTISE FOR SEALED BIDS FOR JANITORIAL SUPPLIES USED BY COUNTY DEPARTMENTS AND OFFICES**

After a general discussion by the board upon motion by Craig Stiltner seconded Harold H. Fuller and a roll call vote of seven (7) yeas, Craig Stiltner, Harold H. Fuller, G. Roger Rife, William P. Harris, J. Carroll Branham, Earl Scott, Trey Adkins and zero (0) nays, this board did hereby approve to advertise for sealed bids for janitorial supplies used by county departments and offices.

\_\_\_\_\_ 000 \_\_\_\_\_

**IN RE: CONSIDER APPROVING TO ADVERTISE FOR SEALED BIDS FOR GENERAL OFFICE AND DATA PROCESSING SUPPLIES USED BY COUNTY DEPARTMENTS AND OFFICES**

After a general discussion by the board upon motion by upon motion by Craig Stiltner seconded Earl Scott and a roll call vote of seven (7) yeas Craig Stiltner, Harold H. Fuller, G. Roger Rife, William P. Harris, J. Carroll Branham, Earl Scott, Trey Adkins

and zero (0) nays, this board did hereby approve to advertise for sealed bids for general office and data processing supplies used by county departments and offices.

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**IN RE:            CONSIDER APPROVING THE CONSENT FOR RIGHT OF ENTRY REGARDING THE BUCHANAN COUNTY PUBLIC LIBRARY AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT**

After a general discussion by the board upon motion by G. Roger Rife seconded Earl Scott and a roll call vote of six (6) yeas Craig Stiltner, Harold H. Fuller, G. Roger Rife, William P. Harris, J. Carroll Branham, Earl Scott, zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve the Consent for Right of Entry regarding the Buchanan County Public Library and authorize the County Administrator to execute the agreement.

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**IN RE:            CONSIDER APPROVING BID IN THE AMOUNT OF \$5,500.00 FROM SWVA MECHANICAL, LLC. AND CONTRACT REGARDING THE PURCHASE AND INSTALLATION OF A 5-TON SPLIT SYSTEM HEAT PUMP FOR THE BUCHANAN COUNTY SHERIFF’S OFFICE AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Harold H. Fuller, G. Roger Rife, William P. Harris, J. Carroll Branham, Earl Scott and zero (0) nays, this board did hereby approve the bid and following Contract in the amount of \$5,500.00 from SWVA Mechanical, LLC. and Contract regarding the purchase and installation of a 5-ton split system heat pump for the Buchanan County Sheriff’s Office and authorized the Chairman and Buchanan County with the approval as to form by the County Attorney.

**CONTRACT**

**THIS AGREEMENT** made and entered into this the 7<sup>th</sup> day of May, 2018 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part, and **SWVA MECHANICAL, LLC.** party of the second part, hereinafter referred to as **“Contractor”**.

**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 provide a “turn-key” job, which will include any and all



materials and labor necessary and any miscellaneous materials needed regarding the purchase and installation of a replacement 5-ton Split System Heat Pump for the Buchanan County Sheriff's Office Building located at 1327 Lovers Gap Road, Vansant, Virginia pursuant scope of services contained within the Invitation to Bid and make a part of this contract by reference thereto, as **Exhibit "A"** in Buchanan County, a copy of which is attached hereto and made a part hereof by reference.

## **II**

The Contractor agrees to perform and complete or cause to be performed or completed all such construction in accordance with the techniques and methods of construction provided for by applicable law, the standards of the construction industry, and the specifications referenced above. The Contractor further agrees that all equipment and materials used in the installation shall meet all those requirements and specifications in compliance with the laws of the United States and the Commonwealth of Virginia.

## **III**

The Contractor shall, at his own cost and expense, obtain and pay for all licenses, permits, certificates and surveys required for the completion of the work under this Agreement.

## **IV**

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers' Compensation Act as well as liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate of Insurance to the Board.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision and direction of Buchanan County or its designated agents or employees. The Contractor will not subcontract any of the work described herein without the prior approval of the Buchanan County Board of Supervisors. The Contractor will guarantee any work which would be performed by the sub-contractors. The Contractor further agrees to notify the County Administrator at least 24 hours before commencing work hereunder.

## **V**

The Contractor in the performance of this contract does not and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

## **VI**

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement the sum of **\$5,500.00** upon the satisfactory completion of the aforesaid project. No partial performance payments will be made.

## VII

A. Anything in this Agreement to the contrary notwithstanding, the final payment above set forth shall not become due and payable to the Contractor until thirty (30) days after the satisfactory completion of such project and until after the said Contractor has delivered to the Board satisfactory evidence that 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 have been paid in full.

B. The County shall notify the Contractor in writing of any defect or impropriety, which could prevent payment by the payment date within twenty (20) days of the completion of the project and the receipt of the materials described in Paragraph 7 A herein.

C. In the event of a dispute between the Contractor and a subcontractor and regardless of any other language herein, the Contractor may still be paid in full if he provides the County with written notice of the reason for nonpayment. Upon being paid in full the Contractor shall take one of the two following actions within seven (7) days after having received payment from the County:

1. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under the contract; or
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

D. An individual contractor shall provide his social security number to the County and proprietorships, partnerships, and corporations shall provide their federal employer identification numbers to the County.

E. The contractor shall be obligated to pay interest to any subcontractor on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor under this contract, except for amounts withheld as allowed in subdivision C2 of this section.

F. Interest shall accrue at the legal rate.

G. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

H. The contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any

amount for reimbursement for such interest charge.

### **VIII**

The Contractor 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.

### **IX**

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 Board 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 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 the Board the amount of such deficiency. But if such amount remaining in the hands of the Board under this Agreement at the time of the default of the Contractor exceeds the amount required to complete the said Agreement, then upon such completion the Buchanan County Board of supervisors shall pay such surplus to the Contractor.

### **X**

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, licenses and consents required by such laws, ordinances, rules and regulations.

### **XI**

During the performance of this Agreement, the Contractor agrees as follows:

- A.
1. The Contractor 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 Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor 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. The Contractor will include the provisions of the foregoing paragraphs a, b, and c 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 contract, the Contractor will:

1. Provide a drug-free workplace for the Contractor'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 the Contractor'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 the Contractor that the Contractor 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. In the event of the Contractor's noncompliance with this section of this Contract, (Section XI), this agreement may be cancelled, terminated or suspended, in whole or part, and the Contractor may be declared ineligible for further Agreements and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

## **XII**

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

## **XIII**

No extra work, not required by the plans and specifications hereinbefore mentioned, shall be performed or other material furnished unless on written order of the Board certifying that the performance of such extra work has been approved and authorized by it and modification of said contract is compliant with Va. Code section 2.2-4309.

## **XIV**

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 foregoing provisions of this Agreement

have been complied with strictly and modification of said contract is compliant with Va. Code section 2.2-4309.

#### **XV**

The Contractor shall commence work under the terms of this Agreement on or before \_\_\_\_\_ following the date of execution of this Agreement and shall complete all such work on or before thirty (30) calendar days (weather permitting) after the execution of this Agreement. However, in the event the contractor is unable to complete said project within thirty (30) calendar days, contractor is hereby required to request in writing an extension for an additional period not to exceed twenty (20) days, from the Board. It shall be in the sole discretion of the Board to either grant or not to grant an extension of the time to complete the construction of the project. No extension shall be granted for contractor's failing to properly plan or anticipate the actual time required to complete the project nor for contractor's overextension of labor and materials or failure of subcontractor or supplier to timely perform. A penalty for failing to meet project deadlines or extensions thereof shall accrue as follows: 5% of contract amount upon the first day of default and an additional 1% of the contract balance for each weekday (holidays excluded) thereafter until the project is completed and approved by the Board.

#### **XVI**

No modification of any of the terms of this contract, nor any extension of the length of time allowed for the completion of the work governed by this contract, shall be valid without the advance written approval of the Buchanan County Board of Supervisors and in compliance with Va. Code section 2.2-4309.

The Contractor shall not assign his rights or obligations under this Agreement, nor have any of the work required by this Agreement performed by sub-contractors without the prior approval of the Board of Supervisors.

#### **XVII**

Claims by the Contractors shall be made in accordance with Section 11-69 of the 1950 Code of Virginia, as amended, and shall include a sworn written statement of facts substantiating such claims, together with copies of all documents and photographs which tend to substantiate such claims. The Contractor shall be allowed to appear before the Board of Supervisors within thirty (30) days after having filed such claim to present its argument in support of such claim. The Board of Supervisors shall rule on such claim in writing within sixty (60) days of the time set for such hearing.

#### **XVIII**

The parties agree that in the event the Contractor defaults in its performance of this Agreement or in the event that any money is paid by the Contractor's surety for the completion of this Contract, that the Contractor shall be disqualified from bidding on any future county construction projects for a period of two (2) years.

**XIX**

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

**XX**

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.

**XXI**

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.

**XXII**

The Contractor if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as registered limited partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity.

**XXIII**

The Contractor warrants to County and to the County's successors, assigns that:

- 1) The Contractor has a good title to the heat pump units and any other materials installed conveyed and has the right to transfer them; and
- 2) The heat pump units and any other materials installed sold hereunder are fit and merchantable for the ordinary purposes for which such goods are used; and
- 3) The heat pump units and any other materials installed is free of any defect in material and/or workmanship; and
- 4) That the heat pump units and any other materials installed sold hereunder shall be delivered free from any security Interest or other lien or encumbrance; and
- 5) The goods sold hereunder conform to the description and specifications set forth in the specification incorporated into the Invitation to Bid herein, which resulted in the award of this contract.
- 6) The Contractor warrants for a one-year period all labor, heat pump units, parts and materials delivered and installed by the Contractor or subcontractor pursuant to this contract.

**XXIV**

Contractor warrants and guarantees that title to the heat pump units and any other materials installed, will pass to County no later than the time of payment free and clear of all liens.

**XV**

In the event that the Contractor fails to complete the performance required of it under this Agreement or in other way is in default of performance hereunder, County shall have the right to the remedies set forth at Virginia Code section 8.2-711, 8.2-712, 8.2-713, 8.2-714, 8.2-715, 8.2-716 and 8.2-717, along with any other remedies provided by either statutory or common law that may be applicable and/or any other contractual provision set forth herein.

**EXECUTED IN DUPLICATE ORIGINALS.**

**WITNESS** the following signatures and seals:

**BUCHANAN COUNTY BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
J. Carroll Branham, Chairman

ATTEST:

\_\_\_\_\_  
Robert Craig Horn, County Administrator

\_\_\_\_\_ 000 \_\_\_\_\_

**IN RE:            CONSIDER REQUEST FROM BUCHANAN COUNTY PUBLIC  
                     SCHOOLS REGARDING THE RECENT APPROPRIATION OF  
                     \$35,500 TO HIRE PART-TIME SECURITY OFFICERS**

Cheryl Tester, Buchanan County Public Schools Finance Director stated Buchanan County Public Schools greatly appreciated the \$35,500 funding to hire part-time School Resource Offices (SRO's). Due to only 19 days remaining for this year, we are requesting to purchase ten (10) metal detectors at a cost of \$19,500.00, she stated. The metal detectors would help prevent weapons of any nature being brought into the schools. Also, allow the school system to use the remaining \$16,000.00 to be placed in the Buchanan County Sheriff's Office fund so they may employ five (5) SRO's for the sixteen days of school left.

Bobby May, resident asked who would oversee the metal detectors?

Craig Stiltner, Rocklick District Supervisor stated I think the federal and state is going to do something before the new school year. I don't understand why prison guards, state police and regional jail deputies can't do the security at the schools when they're off duty, he stated. They're very qualified. Also, we don't need full-time deputies at the schools.

After a general discussion by the board upon motion by Trey Adkins seconded by

Craig Stiltner and with the following roll call vote seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby approve to allow the Buchanan County School System to purchase ten (10) metal detectors at a cost of \$19,500.00 with part of the recent appropriation in the amount of \$35,500.00 earmarked to hire part-time security officers for the schools and refund the county the other \$16,000.00, which will be put in the county's general fund.

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

Upon a motion by Harold H. Fuller seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711 (A)(1), a personnel matter involving the Buchanan County Administrator's Office; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding the Watkins Branch Watershed Project; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding the school bus garage; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding School Resource Officers; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding property left in the Buchanan County Courthouse, Main Street, Grundy, Virginia.

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Motion was made by Harold H. Fuller to return from closed session seconded by Craig Stiltner and with the following roll call vote of (7) yeas, Trey Adkins, Harold H. Fuller, William P. Harris, G. Roger Rife, Earl Scott, Craig Stiltner, J. Carroll Branham, and zero (0) nays and, this board did hereby approve to return from closed session.

This board meeting resumed in open session after being in executive session for forty-one (41) minutes

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A motion by Craig Stiltner seconded by Harold H. Fuller with J. Carroll Branham, Chairman of the Buchanan County Board of Supervisors announcing during such session the board had also discussed Virginia Code Section, 2.2-3711 (A)(1), a personnel matter regarding weed cutters; Virginia Code Section, 2.2-3711 (A) (3), a matter involving the acquisition of property for public purposes and Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding the Jewell Smokeless Case.

The board of supervisors ratified the discussion of the additional matters during closed session and then each of the members of the board certified that they did not discuss any other matters other than the foregoing in such session.



The motion was agreed upon by the following roll call vote of seven (7) yeas, Earl Scott, Craig Stiltner, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Trey Adkins and zero (0) nays.

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**IN RE:            CONSIDER AUTHORIZING THE COUNTY ADMINISTRATOR TO SEND A LETTER TO JOHN A. BRICKER WITH NATURAL RESOURCES CONSERVATION SERVICES REGARDING THE CLOSURE OF THE WATKINS BRANCH WATERSHED PROJECT**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby authorize the County Administrator to send a letter to John A. Bricker with Natural Resources Conversation Services regarding the closure of the Watkins Branch Watershed Project.

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**IN RE:            CONSIDER PROCUREMENT OF THE BUCHANAN COUNTY SCHOOL BUS AND COUNTY GARAGE**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote seven (7) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris, Trey Adkins and zero (0) nays, this board did hereby approve to move forward to procure materials for a metal building; concrete foundation and a contractor to erect the metal building based on the specifications provide by Terra Tech Engineering Services and to erect the new building for the new school bus and county garage to be located at Southern Gap. Each item (materials of the metal building; concrete foundation and erection of the metal building) will be procured separately and will be approved by the County Administrator. The interior work, including plumbing, electrical and mechanical to be done in house by county employees.

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**IN RE:            CONSIDER APPROVING TO ALLOW THE COUNTY ADMINISTRATOR TO DECLARE WHICH ITEMS IN THE COURTHOUSE IS SURPLUS, JUNK OR TO SAVE**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris, Trey Adkins and zero (0) nays, this board did hereby approve to allow the County Administrator to declare which items in the courthouse is surplus, junk or to save.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION TO THE BUCHANAN COUNTY BOARD OF SUPERVISORS ACCOUNT**

After a general discussion by the board upon motion by G. Roger Rife seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris, Trey Adkins and zero (0) nays, this board did hereby approve an additional budget appropriation in the amount of \$150,000.00 to the Buchanan County Board of Supervisors professional services account.

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**IN RE: CONSIDER APPROVING CONTRIBUTIONS**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris, Trey Adkins and zero (0) nays, this board did hereby approve a contribution to Hurley Youth, Inc. in the amount of \$5,200.00 and the following contributions:

Patterson Vol. Fire Dept.	\$2,920.00
Grundy High School	\$3,500.00
Twin Valley High School	\$1,500.00
Twin Valley Girls Basketball Boosters, Inc.	\$1,910.00
Southwest Regional Recreation Authority dba "Spearhead Trails"	\$2,250.00

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**IN RE: CONSIDER RATIFYING PAYROLL AFTER REVIEW**

After general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris, Trey Adkins and zero (0) nays, this board did hereby ratify the payroll after reviewing.

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**IN RE: CONSIDER APPROVING TO ALLOW BROOKE BOYD, PARK MANAGER TO USE THE 2004 CHEVROLET TAHOE**

After general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris, Trey Adkins and zero (0) nays, this board did hereby approve to allow Brooke Boyd, Park

Manager to use the 2004 Chevrolet Tahoe from March through November.

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**IN RE:            CONSIDER APPROVING TO ADVERTISE A SECRETARIAL  
                         POSITION FOR THE BUCHANAN COUNTY GARAGE**

After general discussion by the board upon motion by William P. Harris seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris, Trey Adkins and zero (0) nays, this board did hereby approve to advertise the secretarial position for the Buchanan County Garage.

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**IN RE:            CONSIDER APPROVING SALARY INCREASE FOR PARK  
                         MANAGERS**

Trey Adkins, Knox District Supervisor stated there's three (3) full-time park managers that didn't get the raise that was given to the other two (2) park employees.

Craig Stiltner, Rocklick District Supervisor stated we need to put a cap on these positions. When you hire someone at what someone is already making, the salary keeps growing and growing.

G. Roger Rife, South Grundy District Supervisor stated we need to establish a starting pay scale and stick to it. Once, we adopted a policy and the next month a supervisor didn't go by it, he commented.

Upon motion by Trey Adkins with no second to his motion and with the following roll call vote of four (4) yeas, Trey Adkins, Earl Scott, William P. Harris, Craig Stiltner and three (3) nays, Harold H. Fuller, G. Roger Rife and J. Carroll Branham, this board did hereby approve a \$2,000.00 raise for Sherry Lynn Bailey, Park Manager at the Verner Blankenship Park in the Knox District.

Alisha O'Quinn, resident stated the county needs a policy for raises and hiring.

Upon motion by William P. Harris to approve a \$2,000.00 raise for Evelyn Compton, Park Manager at the William P. Harris Park his motion was seconded by Trey Adkins and with the following roll call vote of two (2) yeas, Trey Adkins, William P. Harris and five (5) nays, Craig Stiltner, Earl Scott, Harold H. Fuller, G. Roger Rife and J. Carroll Branham, the motion failed.

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**IN RE:            CONSIDER APPROVAL TO RESCIND MOTION FOR THE  
                         ADDITIONAL APPROPRIATION TO THE BOARD OF  
                         SUPERVISORS PROFESSIONAL SERVICES ACCOUNT**

Upon motion by G. Roger Rife seconded by Harold H. Fuller and with a roll call

vote of seven (7) yeas, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, Craig Stiltner, Trey Adkins, William P. Harris and zero (0) nays, this board did hereby approved to rescind the previous motion for an additional budget appropriation in the amount of \$150,000.00 to the Buchanan County Board of Supervisors professional services account.

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**IN RE:            CONSIDER ADOPTING TO TRANSFER \$135,000.00 FROM THE BULL CREEK TRAIL ACCOUNT TO BOARD OF SUPERVISORS ACCOUNT (PROFESSIONAL SERVICES)**

After a general discussion by the board upon motion by G. Roger Rife seconded by Harold H. Fuller and with the following roll call vote six (6) yeas, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris, Trey Adkins and one (1) nay, Craig Stiltner, this board did hereby approve to transfer \$135,000.00 from the Bull Creek Trail account number 94100-7015 to Board of Supervisors account number 11010-3100 (professional services).

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**IN RE:            CONSIDER RATIFYING THE PAYMENT OF BILLS BY RESOLUTION ADOPTED ON JANUARY 8<sup>TH</sup>, 2018. (INCLUDING THE BUCHANAN COUNTY HEAD START RATIFIED BILL LIST AND BILL LIST)**

After a general discussion by the board upon motion by Harold H. Fuller seconded by G. Roger Rife and with the following roll call vote seven (7) yeas, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, Craig Stiltner, Trey Adkins, William P. Harris and zero (0) nays, this board did hereby approve to ratify the payment of bills by Resolution adopted on January 8<sup>th</sup>, 2018. (including the Buchanan County Head Start ratified bill list and bill list)

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**IN RE:            CONSIDER APPROVING A TRANSFER FOR THE HURRICANE DISTRICT ACCOUNT**

After a general discussion by the board upon motion by William P. Harris seconded by Harold H. Fuller and with the following roll call vote seven (7) yeas, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, Craig Stiltner, Trey Adkins, William P. Harris and zero (0) nays, this board did hereby approve a transfer in the amount of \$2,700.00 from Hurricane District Park and Development account number 71060-7010-08 to Hurricane District Park and Recreation account number 71040-5604-02.

**IN RE:           ADJOURNMENT**

After a general discussion by the board upon motion by G. Roger Rife seconded by Harold H. Fuller and with a roll call vote of seven (7) yeas, G. Roger Rife, Harold H. Fuller, William P. Harris, J. Carroll Branham, Earl Scott, Craig Stiltner, Trey Adkins and zero (0) nays, this board did hereby approve to adjourn the meeting.

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J. Carroll Branham, Chairman of the  
Buchanan County Board of Supervisors

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Robert Craig Horn, County Administrator