

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on the 3rd day of June 2024 starting at 5:00 o'clock p.m. in the Board of Supervisors Meeting Room, 3rd floor of the Buchanan County Government Center, 4447 Slate Creek Road, Grundy, Virginia 24614. **This meeting was conducted by electronic communication (Zoom). The media and public were invited to participate.**

PRESENT: Jeff Cooper, Vice-Chairman
Tim Hess
Trey Adkins
Craig Stiltner, **participated by Zoom**
David Rose
Lee Dotson

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

ABSENT: G. Roger Rife, Chairman

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The meeting was called to order with Prayer and Pledge of Allegiance. Jeff Cooper, Vice-Chairman stated that Mr. Rife, Chairman was unable to attend the meeting this evening.

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IN RE: PRESENTATION OF PLAGUES FOR THE RECOGNITION OF THREE YOUNG MEN FOR THEIR OUTSTANDING ACCOMPLISHMENTS AND EFFORTS OF ACHIEVING THE RANK OF EAGLE SCOUT, TROOP 700

At this time, Tim Hess, Hurricane District Supervisor recognized the following three young men for their outstanding accomplishment and efforts of achieving the rank of Eagle Scout, Troop 700:

Matthew Austin
Eric Ball
Isaac Hess

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IN RE: CONSENT AGENDA

After a general discussion by the board upon motion by Tim Hess seconded By David Rose and with a roll call vote of five (5) yeas, Lee Dotson, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, zero (0) nays and two (2) absent, Craig Stiltner and G.

Roger Rife, this board did hereby approve the following Consent Agenda:

- a. Consider approving minutes for May 6th and 13th, 2024;
- b. Consider ratifying payroll after review;
- c. Consider ratifying the payment of bills by Resolution adopted on January 8th, 2024; (Including the Buchanan County Head Start ratified bill list and bill list)
- d. Consider approving the following coyote claims in the amount of \$100.00 per claim and to issue a check for claim/s.

Garman Lee Rice	one claim
Jackie Barton	one claim
Michael Charles	four claims
Michael Hensley	one claim
Phillip Scarberry	one claim
Xzavier Ward	one claim
Thomas Riddle	three claims
Bobby Matney	one claim
Benjamin Looney	one claim
Justin Davis	five claims
Elisha Ball	one claim
David Johnson	five claims
Florna Owens	one claim
Keith Stiltner	three claims
Isaac Tiller	one claim
Richard Rife	one claim
Kenneth Horne	two claims
Morgan Vandyke	one claim
Danny Christian	one claim
Ron McCowan	one claim
Joseph Clevinger	one claim
Leslie A. Ball	two claims

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**IN RE: JEREMY COOK, CHIEF OF OAKWOOD FIRE DEPARTMENT –
REQUEST FOR A CONTRIBUTION IN THE AMOUNT OF
\$35,000.00 TO DO RENOVATIONS TO THE KITCHEN AND
OUTSIDE OF THE BUILDING**

At this time, Craig Stiltner, Rocklick District Supervisor stated he was out of town and would be participating by zoom.

Jeremy Cook, Chief of Oakwood Fire Department request a contribution in the amount of \$35,000 from the fire department account to do renovations to the kitchen and outside of the building.

After a general discussion by the board upon motion upon motion by Tim Hess seconded by Trey Adkins and with a roll call vote of six (6) yeas, Lee Dotson, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve to issue a check for a contribution in the amount of \$35,000.00 to Oakwood Fire Department to do renovations to the kitchen and outside of the building from the fire department account.

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IN RE: ROBBIE MINTON AND DR. SUSAN BISSETT WITH WEST VIRGINIA DRUG INTERVENTION INSTITUTE (DII) – ONEBOX, OPIOID NALOXONE EMERGENCY RESPONSE KIT

Robbie Minton, representative for West Virginia Drug Intervention Institute (DII) stated Dr. Susan Bissett wasn't going to be able to attend this evening's meeting.

Mr. Minton stated I'm here today to talk about the opioid crisis. I want to apologize to anyone who has lost someone to substance abuse disorder, he stated. He demonstrated the ONEbox kits and how it could be used to save lives. These kits are used as an emergency overdose reversal kit and includes Revive, 3mg intranasal naloxone for opioid overdose reversal.

Opioids is the leading cause of deaths for people age 15 to 45, stated Mr. Minton. That's a lot of working-class individuals. There is 213 dying every day due to overdoses, which you don't hear on the nightly news, he commented.

The Drug Enforcement Agency (DEA) has released its latest numbers, seven out of 10 pills confiscated by law enforcement are fentanyl plus, stated Mr. Minton. Buchanan County had 22 overdoses that resulted in death in 2022, and in 2023, we are at 19 overdoses-related deaths with more data still to collect. I want zero deaths in the county, he stated.

I want Buchanan County to become the first county in Southwest Virginia to partner with WVDII to bring ONEbox to the county. The ONEbox kits are installed on the wall just like an ADA kit or fire alarm, he commented. The cost for the ONEbox kits is \$5,200 for a 24-bundle pack.

Trey Adkins, Knox District Supervisor asked how do we encourage people to put these in their stores in the county?

Robert C. Horn, County Administrator stated the board needs to appoint a committee for the inquiries about opioid funding.

Mr. Adkins stated drugs effects every family one way or another. If we can do anything to save one person's life, then we need to try. We need to reach out to our kids

in the schools, public events etc. We give the school system \$20,000 for drug testing, why don't we use this money?

L. Lee Moise, County Attorney stated we need to get with Ben Street, Attorney that represents Buchanan County in the opioid class action law suit involved in this. We need to find out how much money is restricted to remedial use only and how much is unrestricted, he stated.

After a general discussion by the board upon motion by Trey Adkins seconded by David Rose and with a roll call vote of six (6) yeas, , Lee Dotson, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby appoint the following committee regarding the National Opioid Settlements for the county to evaluates requests for grants and contributions for opioid remediation:

Lee Moise
Robert C. Horn
Trish Rowe
Tim Hess
Craig Stiltner
Trey Adkins
Robbie Minton

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IN RE: PUBLIC COMMENTS

Two residents requested the board to see if they could get the Virginia Department of Transportation (VDOT) to approve State Route 644 to be open to ATV riders.

Trey Adkins, Knox District Supervisor stated we have a lot of state and county roads now that ATVs can ride on. The county needs to approve a \$100 permit annually to allow the public to ride their ATVs on the road. If the board decided to raise taxes, residents would complain, just like they did when we started the \$10.00 garbage fee. If we established a charge of \$100 for riding ATVs on county and state roads there wouldn't be any complaining.

Jeff Cooper, Vice-Chairman stated I think VDOT has an issue with ATVs riding on state routes.

L Lee Moise, County Attorney stated I prepared legislation a couple years ago to allow ATVs on the road upon payment of an annual fee, but received negative comments from an attorney in Richmond who was a lobbyist for Spearhead Trails and the legislation went nowhere. Southwest Regional Recreation Authority (SRRA) needs to consider it first, the legislation has no chance without SRRA's support, he stated.

Lets be crystal clear now, we are always last to get on board, the surrounding areas are doing it and we're letting SRRA complain about it, stated Mr. Adkins.

Mr. Moise stated we need to get SRRA on board first.

We need to form a committee to get this started, stated Mr. Adkins.

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson and with a roll call vote of six (6) yeas, Lee Dotson, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby appoint the following to the committee to discuss with Southwest Regional Recreation Authority (SRRA), Senator Todd Pillion and Delegate Will Morefield to allow ATV traffic to ride on all roads in Buchanan County as authorized by a permitting system to be proposed as an amendment to Va. Code section 46.2-800.2:

Lee Dotson
David Rose
Trey Adkins
Craig Stiltner

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IN RE: PUBLIC HEARING – 5:30 P.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION TO BE SUBMITTED TO THE VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE BIG ROCK/CONAWAY WASTEWATER TREATMENT REPLACEMENT PROJECT

Jeff Cooper, Vice-Chairman opened the public hearing for comments.

Matt Boyd with Cumberland Plateau Planning District, stated this public hearing is required for the proposed Community Development Block Grant (CDBG) application to be submitted to the Virginia Department of Housing and Community Development for the Big Rock/Conaway Wastewater Treatment Replacement Project.

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

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**IN RE: CONSIDER APPROVING DOCUMENTS REGARDING THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
APPLICATION TO BE SUBMITTED TO THE VIRGINIA
DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT FOR THE BIG ROCK/CONAWAY
WASTEWATER TREATMENT REPLACEMENT PROJECT**

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson with a roll call vote of six (6) yeas, Lee Dotson, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve the following regarding the Community Development Block Grant (CDBG) application to be submitted to the Virginia Department of Housing and Community Development for the Big Rock/Conaway Wastewater Treatment Replacement Project and authorized the chairman and county administrator to execute the following documents:

- Resolution;
- General Assurance and Certification;
- Drug Free Workplace Assurances and Certification;
- Applicant Disclosure Report;
- CDBG Citizens Participation;
- Citizen Participation Assurances and Certification.

RESOLUTION

WHEREAS, Buchanan County, Virginia has as its primary objective the provision of adequate sewer facilities; and

WHEREAS, the County wishes to apply for Virginia Community Development Block Grant funds in the 2024 Competitive Grant funding cycle; and

WHEREAS, the title of the County's grant project is the Big Rock/Conaway Wastewater Treatment Plant (WWTP) Replacement Project; and

WHEREAS, the County is requesting \$1,000,000 Virginia Community Development Block Grant Funds; and

WHEREAS, the County has obtained or will obtain the \$28,437,946 from ARC- \$1,000,000; DEQ Loan - \$21,185,446; DEQ Grant - \$1,059,2725; SWVRW/WW fund - \$150,000; Thompson Foundation - \$100,000 and Local - \$4,943,228 for a total project cost of \$29,437,946.

WHEREAS, there are 8,613 households representing 11,570 LMI persons or (51.32%) who will be served; and

WHEREAS, two public hearings have been advertised and properly conducted and one other form of public notice and necessary assurances executed; and

NOW, THEREFORE BE IT RESOLVED, that the Buchanan County Board of Supervisors authorizes the submission of this grant proposal in the amount of \$1,000,000 to the Virginia Department of Housing and Community Development for the Big

Rock/Conaway Wastewater Treatment Plant (WWTP) Replacement Project and designates the County Administrator as its representative to sign all documents pertaining thereto.

This 3rd day of June 2024

Chairman
Buchanan County Board of Supervisors

ATTEST:

GENERAL ASSURANCES AND CERTIFICATION

(Original copy in original proposal; photocopies in other copies)

The applicant hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant, and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- (c) Its chief executive officer or other officer of applicant who has been approved by the Virginia Department of Housing and Community Development:
 - i. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.5(a) through (h) which serve to further the purposes of NEPA insofar as the provisions of such Federal law apply to this Program;
 - ii. Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal and Commonwealth of Virginia courts for the purpose of enforcement of his responsibilities as such an official.
- (d) It will comply with the regulations, policies, guidelines and requirements of the Code of Federal Regulations (24 CFR Part 85), OMB Circular A-128 and Circular A-87 as they relate to the application, acceptance, and use of Federal funds under this Program; and, as applicable, all State laws and administrative requirements which may supersede them (by virtue of being more stringent).
- (e) It will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards and Executive Order 12088 relating to the prevention, control and abatement of water pollution.
- (f) It will require buildings or facilities designed, constructed, or altered with funds provided under this Program to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1980, or Uniform Federal Accessibility Standards (UFAS) in accordance with the Virginia Uniform Statewide Building Code. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

(g) It will not recover the capital costs for public improvements financed in whole or in part with CDBG funds through assessments against properties owned and occupied by low- and moderate-income persons nor will fees or assessments be charged to such persons as a condition of obtaining access to the public improvements. (Per section 104(b)(5) of Title I of Housing and Community Development Act of 1974, as amended).

(h) It will comply with:

i. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance. A recipient, in determining the types of housing, accommodations, facilities, services, financial aid, or other benefits which will be provided under any such program or activity, or the class of persons to whom, or the situations in which, such housing, accommodations, facilities, services, financial aid, or other benefits will be provided under any such program or activity, or the class of persons to be afforded an opportunity to participate in any such program or activity, may not, directly or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity as respect to persons of a particular race, color, or national origin.

The project service area shall not be selected in such a manner as to provide services to a population in which the proportion of minority and other protected population groups is substantially lower than the proportion of those groups throughout the jurisdiction of the locality unless:

- the areas of disproportionate concentrations of minority and other protected population groups has already been served, or
- there are definite plans for the imminent provision of similar services to those areas, or
- there is reasonable justification for the provision of services to the selected area notwithstanding the substantially lower proportion of minority and other protected population groups.

ii. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.

iii. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or part with funds provided under this Program. Any prohibition against discrimination on the basis of age under Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to this Program.

iv. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

v. Executive Order 11246, and the regulations issued pursuant thereto 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to

insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- (i) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- (j) It will:
 - i. In acquiring real property be guided, to the greatest extent practicable under State law, by the land acquisition policies in Sections 301 and 302 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; and
 - ii. Pay or reimburse property owners for necessary expenses as specified in Section 303 and 304 of the Uniform Act; and
 - iii. Comply with the applicable Sections (202 through 205) of Title II (relocation assistance) of the Uniform Act in providing relocation payments and relocation assistance; and
- iii. Comply with DOT regulations at 49 CFR Part 24 in implementing the requirements, it will:
 - 1) Carry out the policies and procedures of Part 24 in a manner that insures that the acquisition and relocation processes do not result in different or separate treatment to persons on account of race, color, religion, sex, national origin, or source of income; and
 - 2) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of race, color, religion, sex, national origin, or source of income; and
 - 3) Inform affected persons of their rights under the policies and procedures set forth under the regulations in Part 24, including their rights under Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, as amended.
- (k) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.
- (m) It will comply with the provisions of the Davis-Bacon Act as amended and the Contract Work Hours and Safety Standards Act as determined by the Secretary of Labor. This section shall apply to rehabilitation of residential property only if such property is designed for residential use of eight or more families.
- (n) It will give the Virginia Department of Housing and Community Development and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.
- (o) It will insure that facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Virginia Department of Housing and Community Development of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

- (p) It will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (q) It will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et. Seq.) by:
- i. Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity, and
 - ii. Complying with all requirements established by HUD and the Virginia Department of Housing and Community Development to avoid or mitigate adverse effects upon such properties.
- (r) Assure upon funding, it will implement a "residential anti-displacement and relocation assistance plan," pursuant to Section 570.496a(b).
- (s) It will implement all required actions to ensure compliance pursuant to 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities.
- (t) The undersigned certifies, to the best of his or her knowledge and belief, that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (u) Any survey information submitted with the application is a true representation of the data and has not been altered or fabricated. The survey was conducted and analyzed in strict accordance with the methodology stated.
- (v) The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, take action authorized under the Drug-Free Workplace Act.

Chief Administrative Official:

R. Craig Horn
Name

County Administrator
Title

DRUG-FREE WORKPLACE ASSURANCES AND CERTIFICATION

(Original copies in original proposal; photocopies in other proposal copies.)

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such condition;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Chief Administrative Official:

R. Craig Horn
Name

County Administrator
Title

Signature

June 3, 2024
Date

CITIZEN PARTICIPATION ASSURANCES AND CERTIFICATION

The applicant assures and certifies that it has provided its citizens adequate opportunities to participate in the development of this proposal by:

- Holding at least two public hearings in the locality prior to the submission of the proposal, the first one for the purpose of obtaining the views of citizens on community development and housing needs and the second (held at least 7 days after the first) for the purpose of informing the public on the proposed CDBG project. Participation by low- and moderate-income residents and stakeholders in the project or service area and the community at large was encouraged. The hearings were held at times and locations convenient to potential beneficiaries and with accommodation for the disabled. Public input into the development of this proposal was obtained at hearings held on:

5/20/24 AND
6/3/24 ; (date) (date)

- Publishing a notice to advertise the public hearings and availability of proposal information at least 7 days prior to the dates of the hearings in the non-legal section of a NEWSPAPER of local general circulation and AT LEAST ONE OTHER TYPE OF ANNOUNCEMENT. The advertisements ran on:

5/8/24 AND
5/22/24 ; (date) (date)

Advertisements for the two public hearing must be published separately. Applicants may not only publish one advertisement that includes information on both public hearings.

- Maintaining files which contain documentary evidence that the hearings were held. These files must contain proof of publication of the hearing notices, written and/or recorded minutes of the hearings, and lists of citizens attending the hearings;
- Making CDBG program and proposal documentation available to the public for comment during regular office hours. This documentation should include the range of proposed activities, the estimated amounts of funding which will benefit low- and moderate-income persons, the plans to minimize displacement and provide displacement assistance where applicable, and a summary of the proposed application. This documentation should also include public information on any other CDBG project undertaken within the last 5 years;

- Providing technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals for the use of CDBG funds, with the level and type of assistance determined by the locality;
- Providing timely written responses to written complaints and grievances, within 15 working days where practicable;
- Accommodating the needs of non-English speaking residents at public hearings where more than 5% of the attendees can be reasonably expected not to speak English; and,
- Adhering to the CDBG Citizen Participation Plan per the 2015 CDBG Program Design.

Chief Administrative Official

R. Craig Horn	County Administrator
Name	Title
	June 3, 2024
Signature	Date

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**IN RE: MARCUS STILTNER, COAL HAUL ROAD ENGINEER -
CONSIDER APPROVING BIDS FOR THE PUMP STATIONS AT
BETHLEHEM CHURCH AND WEBB BRANCH WATERLINE
EXPANSION PROJECTS**

Marcus Stiltner, Coal Haul Road Engineer stated we received two (2) sealed bids for each project: McFall Excavating Inc. and Boggs Municipal Services, Inc. The low bids were from McFall Excavating Inc. in the amount of \$167,000 for each project.

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

- Contract and bid in the amount of \$167,000.00 from McFall Excavating, Inc. to provide services to construct a water distribution pump station located at Webb Branch Road off of Riverside Drive, Oakwood, Virginia;
- Contract and bid in the amount of \$167,000.00 from McFall Excavating, Inc. to provide services to construct a water distribution pump station located at Bethlehem Church Road, off of Poplar Creek Road, Grundy, Virginia.

CONTRACT

THIS AGREEMENT, made and entered into this the 3rd day of June, 2024 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part, and **McFALL EXCAVATING, INC.** 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 materials, labor, equipment and any miscellaneous materials needed to construct and the installation of a Pump Station for **the county waterline project on Bethlehem Church Road**, pursuant to the scope of services and the specifications contained within "**THE INVITATION TO BID**" which said Invitation to Bid is made a part of this contract by reference as **Exhibit “A”** and the schematic plan sheet is also attached and made a part of this contract by reference as **Exhibit “B”** .

II

The Contractor agrees to perform and complete or cause to be performed or completed all such construction and installation of the said Pump Station 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 construction and installation of said Pump Station shall meet all those requirements and specifications in compliance with the laws of the United States and the Commonwealth of Virginia. Additionally, the Contractor shall install, connect, and place into service the SCADA monitoring system. The system shall be tested in cooperation with Buchanan County PSA personnel prior to completion of the contract.

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 incurred in the performance of this contract in the minimum amount of \$1,000,000.00, and shall furnish a Certificate of Insurance to the Board of Supervisors verifying proof of such insurance coverage.

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 written 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. **The Contractor shall provide a performance bond and payment bond each in an amount of the contract price.**

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 of constructing and installing the Pump Station and the furnishing of the material under this Agreement the lump sum of **ONE HUNDRED SIXTY-SEVEN THOUSAND DOLLARS AND NO CENTS, \$ 167,000.00** 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, officers 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 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 such modification is in compliance 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 sixty (45) calendar days (weather permitting) after the execution of this Agreement. However, in the event

the contractor is unable to complete said project within sixty (45) 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 more than fifty percent (50%) of the work required by this Agreement performed by sub-contractors. Subcontractors must be approved in advance by the Board of Supervisors or the County Administrator acting on behalf of the Board of Supervisors prior to the Board's next regular monthly meeting.

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 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 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.

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

By: _____
G. Roger Rife, Chairman

ATTEST:

Robert Craig Horn, County Administrator

CONTRACT

THIS AGREEMENT, made and entered into this the 3rd day of June, 2024 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part, and **McFALL EXCAVATING, INC.** 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 materials, labor, equipment and any miscellaneous materials needed to construct and the installation of a Pump Station for **the county waterline project on Webb Branch Road**, pursuant to the scope of services and the specifications contained within "**THE INVITATION TO BID**" which said Invitation to Bid is made a part of this contract by reference as **Exhibit “A”** and the schematic plan sheet is also attached and made a part of this contract by reference as **Exhibit “B”** .

II

The Contractor agrees to perform and complete or cause to be performed or completed all such construction and installation of the said Pump Station 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 construction and installation of said Pump Station shall meet all those requirements and specifications in compliance with the laws of the United States and the Commonwealth of Virginia. Additionally, the Contractor shall install, connect, and place into service the SCADA monitoring system. The system shall be tested in cooperation with Buchanan County PSA personnel prior to completion of the contract.

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 incurred in the performance of this contract in the minimum amount of \$1,000,000.00, and shall furnish a Certificate of Insurance to the Board of Supervisors verifying proof of such insurance coverage.

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 written 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. **The Contractor shall provide a performance bond and payment bond each in an amount of the contract price.**

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 of constructing and installing the Pump Station and the furnishing of the material under this Agreement the lump sum of **ONE HUNDRED SIXTY-SEVEN THOUSAND DOLLARS AND NO CENTS, \$ 167,000.00** 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, officers 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 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 such modification is in compliance 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 sixty (45) calendar days (weather permitting) after the execution of this Agreement. However, in the event the contractor is unable to complete said project within sixty (45) 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 more than fifty percent (50%) of the work required by this Agreement performed by sub-contractors. Subcontractors must be approved in advance by the Board of Supervisors or the County Administrator acting on behalf of the Board of Supervisors prior to the Board's next regular monthly meeting.

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 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 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.

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

By: _____
G. Roger Rife, Chairman

ATTEST:

Robert Craig Horn, County Administrator

----- 000 -----

IN RE: CONSIDER ADOPTING THE RESOLUTION ACCEPTING THE DEED OF GIFT BY AND BETWEEN JOSEPH MELVIN MOUNTS AND ELISA MARIE MOUNTS, HUSBAND AND WIFE; RANDY LEE JACKSON AND TASHA LOUISE JACKSON, HUSBAND AND WIFE TO BUCHANAN COUNTY REGARDING EMERALD ROAD, LOCATED IN THE KNOX MAGISTERIAL DISTRICT, COUNTY ROAD NUMBER 2073; AND CONSIDER ADOPTING THE RESOLUTION ACCEPTING THE DEED OF GIFT BY AND BETWEEN DONALD ESTEP AN ETTA RUTH ESTEP, HUSBAND AND WIFE; JAMES DUTY AND SHARON KAY ESTEP-DUTY, HUSBAND AND WIFE; CARTER AUSTIN MCCOY AND DONNA E. MCCOY, HUSBAND AND WIFE TO BUCHANAN COUNTY REGARDING MISTY MOUNTAIN LANE, LOCATED IN THE KNOX MAGISTERIAL DISTRICT, COUNTY ROAD NUMBER 2169

Marcus Stiltner, Coal Haul Road Engineer requested the board to table the two resolutions for the Deed of Gifts.

No action was taken.

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IN RE: CONSIDER APPROVING BID AND CONTRACT BETWEEN W-L CONSTRUCTION & PAVING, INC. AND BUCHANAN COUNTY, VA FOR THE PURCHASE OF BUCHANAN COUNTY'S HOT MIX ASPHALT SUPPLIER FOR JULY 1, 2024 THROUGH JUNE 30, 2025 AND AUTHORIZE THE CHAIRMAN, COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Tim Hess seconded by David Rose and with a roll call vote of six (6) yeas, Trey Adkins, Jeff Cooper, David Rose, Tim Hess, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve the bid and Contract between W-L Construction & Paving, Inc. and Buchanan County, VA for the purchase of Buchanan County's Hot Mix Asphalt Supplier for July 1, 2024 through June 30, 2025 and authorized the chairman, county administrator to execute the contract with approval as to form by the county attorney.

COUNTY HOT MIX ASPHALT SUPPLIER CONTRACT

THIS AGREEMENT, made and entered into this the 3rd day of June 2024 by and between **BUCHANAN COUNTY, VIRGINIA** a political subdivision of the Commonwealth of Virginia, party of the first part, and **W-L CONSTRUCTION & PAVING, INC.** 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. GENERAL PROVISIONS

The Contractor agrees to furnish Hot Mix Asphalt for the construction and satisfactory completion of Buchanan County paving projects within Buchanan County, VA in accordance with plans and specifications furnished by the Buchanan County Engineering Department.

The Contractor agrees to supply Hot Mix Asphalt material in accordance with the current Virginia Department of Transportation Road and Bridge Specifications, and special provisions, additions and amendments thereto. Attached and made part of this Agreement by incorporation by reference, identified as Exhibit 'A', is the "Invitation for Bid".

II. CONTRACT DURATION

The Hot Mix Asphalt Supplier contract per district shall be for a twelve (12) month period with the commencement date to begin July 1, 2024 and shall terminate on June 30, 2025.

III. CONTACT INFORMATION

Any questions regarding this contract shall be addressed to Marcus Stiltner @ 276-935-4013, 276-870-2212, or marcus.stiltner@buchanancounty-va.gov.

IV. SUBCONTRACTOR REQUIREMENTS

Not Applicable

V. AWARD AND EXECUTION OF CONTRACT

An official contract Notice – of – Award will be mailed certified by the county engineering department.

VI. PRECONSTRUCTION MEETING

Not Applicable

VII. INVOICING REQUIREMENTS

All Hot Mix Asphalt material invoices will be paid through the County Administrator's Office. Buchanan County will issue purchase orders for all Hot Mix Asphalt material. Contractor shall be responsible to ensure purchase order numbers are on all material tickets prior to leaving supplier.

VIII. SPECIAL TERMS AND CONDITIONS

No additional compensation not provided in this Agreement shall be demanded or received by the Contractor for any additional material provided, 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.

No additional material furnished unless on written order of the Board of Supervisors certifying that such material has been approved and authorized by it.

No modification of any of the terms of this contract, nor any extension of contract time 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.

Claims by the Contractors shall be made in accordance with Section 2.2-4363 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 claim. 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 which tends to substantiate such claim in writing within sixty (60) days of the time set for such hearing.

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.

The County may cancel this Agreement at any time based upon a majority vote by the Buchanan County Board of Supervisors that such cancellations is in the best interest of the Buchanan 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.

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.

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.

The Contractor is 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.

IX. AUTHORITIES AND DUTIES OF ROAD INSPECTOR

Not Applicable

X. PROJECT SPECIFICS

Hot Mix Asphalt material mix designations supplied to Buchanan County under this Agreement shall include Asphalt Type SM-9.5AL, SM-12.5AL, SM-19.0A, SM-9.5A, SM-12.5A and BM-25.0A. All asphalt mixes shall have a performance grade (PG) 64-22 and shall conform to the Virginia Department of Transportation Road and Bridge Specifications, current edition, section 211.

EXECUTED IN DUPLICATE ORIGINALS

WITNESS the following signatures and seals:

Name of Prime Contractor: _____

Duly Representative for Contractor (Print): _____

Duly Representative for Contractor (Signature): _____

BUCHANAN COUNTY BOARD OF SUPERVISORS

By: _____
Chairman, Buchanan County Board of Supervisors

ATTEST:

By: _____
County Administrator for Buchanan County

IN RE: CONSIDER APPROVING BID AND CONTRACT BETWEEN TECHNI-TURF, LLC AND BUCHANAN COUNTY REGARDING THE COMPREHENSIVE AGRONOMIC PROGRAM FOR WILLOWBROOK GOLF COURSE AND AUTHORIZE THE CHAIRMAN, COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson and with the following roll call vote of six (6) yeas, Trey Adkins, Jeff Cooper, David Rose, Tim Hess, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, zero (0) nays and one (1) absent, this board did hereby approve the bid and Contract between Techni-Turf, LLC and Buchanan County regarding the Comprehensive Agronomic Program for Willowbrook Golf Course and authorized the chairman, county administrator to execute the contract with approval as to form by the county attorney.

CONTRACT

THIS AGREEMENT, made and entered into this the 3rd day of June, 2024 by and between **BUCHANAN COUNTY**, a political subdivision of the Commonwealth of Virginia, party of the first part, and **TECHN-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 Willowbrook Golf Course in Breaks, Virginia pursuant scope of services contained within the **Scope of Services contained in the Invitation to Bid** and made a part of this contract by reference, as **Exhibit “A”**, a copy of which is attached hereto. The term of this contract shall begin on July 1, 2024 and run through June 30, 2025. (County is willing to negotiate a provision for annual renewals).

II

The Contractor agrees to provide a comprehensive agronomic program for Willowbrook Golf Course that addresses the entire property including: greens, tees, fairways, green surrounds, roughs, practice areas, clubhouse grounds and boundaries 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 of the comprehensive agronomic program shall meet all those requirements and specifications in compliance with the laws of the United States and the Commonwealth of Virginia. The Contractor agrees to provide the equipment needed to apply or spray the supplies and materials for the comprehensive agronomic program. The Contractor also agrees to apply and spray any of the needed materials and supplies for the implementation of the Comprehensive agronomic program that require specific skill and training to do so. The County shall be responsible for purchasing and providing the materials and supplies needed for the comprehensive agronomic program as recommended by the Contractor.

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 shall be authorized to do business in the Commonwealth of Virginia and be properly licensed by the Virginia Department of Agriculture as a commercial applicator prior the beginning date of this contract term, namely July 1, 2024. 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 Scope of Services in Exhibit "A"** \$1,200.00 per month beginning July 2024 – June 2025. (County is willing to negotiate a provision for annual renewals).

VII

The Contractor shall submit a monthly invoice to the County on the 15th day of each month for services rendered the previous month. The County shall pay said invoice within thirty (30) days of receipt of same.

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

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.

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

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 more than fifty percent (50%) of the work required by this Agreement performed by sub-contractors and only after approval be the Board of Supervisors.

XVI

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.

XVII

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 by the Contractor pursuant to this Contract as of the time of the cancellation.

XVIII

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.

XIX

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.

XX

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: _____
G. Roger Rife, Chairman

ATTEST:

Robert Craig Horn, County Administrator

_____ 000 _____

IN RE: CONSIDER APPROVING TO TERMINATE THE MANAGEMENT SERVICE AGREEMENT TO OPERATE THE BUCHANAN COUNTY GO-KART RACE TRACK AT SOUTHERN GAP BETWEEN BUCHANAN COUNTY AND JASON WADE

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson and with a roll call vote of six (6) yeas, Craig Stiltner, Tim Hess, Trey Adkins, David Rose, Lee Dotson, Jeff Cooper, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve to terminate the Management Service Agreement dated August 23, 2022 between Buchanan County, Virginia and Jason Wade to operate the Buchanan County Go-Kart Race Track at Southern Gap. Therefore, 60 days from June 10th, 2024 (August 10th, 2024) the county will take control of the Go-Kart Race Track at Southern Gap.

_____ 000 _____

IN RE: CONSIDER ADOPTING THE SOLE SOURCE NOTICE AND RESOLUTION REGARDING THE AWARD OF REGARDING THE AWARD OF CONTRACT TO SOUTHERN SOFTWARE, INC. FOR THE RENEWAL OF ANNUAL SOFTWARE SUPPORT FOR MAPPING SOFTWARE (MDS) IN THE AMOUNT OF \$4,282.00 FOR THE BUCHANAN COUNTY SHERIFF'S OFFICE

After a general discussion by the board upon motion by Tim Hess seconded

by David Rose and with a roll call vote of six (6) yeas, Craig Stiltner, Tim Hess, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby adopt the following Sole Source Notice and Resolution regarding the award of regarding the award of Contract to Southern Software, Inc. for the renewal of Annual Software Support for Mapping Software (MDS) in the amount of \$4,282.00 for the Buchanan County Sheriff's Office.

NOTICE

**RE: PENDING AWARD OF CONTRACT TO
SOUTHERN SOFTWARE, INC FOR
ANNUAL SOFTWARE SUPPORT FOR MAPPING
SOFTWARE (MDS); SOUTHERN SOFTWARE INC.
HAS BEEN DETERMINED TO BE SOLE SOURCE
FOR THE MAPPING SOFTWARE SUPPORT PROVIDED BY
SOUTHERN SOFTWARE, INC.**

PLEASE TAKE NOTICE:

- 1) Due to issues of the unavailability of maintenance support services for Southern Software Mapping software, it has been determined that Southern Software, Inc. is the sole source for Annual Software Support for Mapping Software (MDS).
- 2) The Buchanan County, Va., Board of Supervisors will consider a Resolution to approve and award the contract to Southern Software, Inc. for Annual Software Support for Mapping Software (MDS) in the amount of \$4,282.00 for a term of one year beginning August 4th, 2024 through August 3rd, 2025, at its June 3rd, 2024 board meeting to be held in the Board of Supervisors meeting room on the 3rd floor of the Buchanan County Government Building, 4447 Slate Creek Road, Grundy, Virginia.

PLEASE CONDUCT YOURSELF ACCORDINGLY.

Issued by directive of the County Administrator this 3rd day of June, 2024.

Robert Craig Horn, County Administrator
Buchanan County, Virginia

**RESOLUTION
RE: SOUTHERN SOFTWARE AS SOLE SOURCE FOR
ANNUAL SOFTWARE SUPPORT SERVICES CONTRACT
FOR MAPPING SOFTWARE (MDS) PROVIDED BY
SOUTHERN SOFTWARE**

WHEREAS, prior to the issuance of an invitation to bid, Kenneth Ratliff, the Operations and Maintenance Manager conducted an investigation of potential vendors in regard to the contemplated procurement of Annual Software Support Services (MDS) contract for Mapping Software provided by Southern Software, Inc.; and

WHEREAS, after a thorough investigation, Kenneth Ratliff has concluded that Southern Software, Inc. is the only one source practicably available to provide Annual Software Support Services (MDS) a contract provided by Southern Software, Inc.; and

WHEREAS, it has been determined that due to issues of the unavailability of Annual Software Support Services (MDS) provided by Southern Software, Inc. that Southern Software is the sole source to provide Annual Software Support Services (MDS) for mapping software provided by Southern Software, Inc.; and

WHEREAS, Southern Software, Inc. has provided a quote of Four Thousand Two Hundred Eighty-Two Dollars and No Cents to provide the Annual Software Support Services (MDS) for the Mapping software provided by Southern Software for a term of one year beginning August 4th, 2024 through August 3rd, 2025; 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 a Contract with Southern Software, Inc., as approved in form by the County Attorney, that provides for Annual Software Support Services (MDS) for mapping software, from Southern Software, Inc. for the purchase price of Four Thousand Two Hundred Eighty-Two Dollars and No Cents (\$4,282.00). 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 area and on county website stating that the contract was awarded this day to Southern Software, Inc., in that only Southern Software, Inc. has been determined to be the only source practicably available for the purchase of an Annual Software Support Services (MDS) contract for mapping software provided by Southern Software, Inc.

This Resolution was adopted on the 3rd day of June, 2024.

Recorded Vote:

Moved by: Tim Hess

Seconded by: David Rose

Yeas: Six

Nays: None

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

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CONSIDER ADOPTING THE SOLE SOURCE NOTICE AND
RESOLUTION REGARDING THE AWARD OF CONTRACT TO
SOUTHERN SOFTWARE, INC. FOR THE RENEWAL OF
SOFTWARE SUPPORT RECORD MANAGEMENT SYSTEM
(RMS) IN THE AMOUNT OF \$4,040.00 FOR THE BUCHANAN
COUNTY SHERIFF'S OFFICE**

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson and with a roll call vote of six (6) yeas, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, David Rose, Lee Dotson, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby adopt the following Sole Source Notice and Resolution regarding the award of Contract to Southern Software, Inc. for the renewal of Software Support Record Management System (RMS) in the amount of \$4,040.00 for the Buchanan County Sheriff's Office.

NOTICE

RE: PENDING AWARD OF CONTRACT TO SOUTHERN SOFTWARE, INC FOR THE RENEWAL SOFTWARE SUPPORT RECORDS MANAGEMENT SYSTEM (RMS) SOUTHERN SOFTWARE INC. HAS BEEN DETERMINED TO BE SOLE SOURCE FOR THE RMS SOFTWARE PROVIDED BY SOUTHERN SOFTWARE, INC.

PLEASE TAKE NOTICE:

- 1) Due to issues of the unavailability of maintenance support services for Southern Software RMS software, it has been determined that Southern Software, Inc. is the sole source for an Annual Software Support for the Records Management System (RMS) for the Buchanan County's Sheriff's Department.
- 2) The Buchanan County, Va., Board of Supervisors will consider a Resolution to approve and award the contract to Southern Software, Inc. for an Annual Software Support of RMS contract for the Buchanan County Sheriff's Department, at its June 3rd, 2024 Board Meeting to be held in the Board of Supervisors meeting room on the 3rd floor of the Buchanan County Government Building, 4447 Slate Creek Road, Grundy, Virginia.

PLEASE CONDUCT YOURSELF ACCORDINGLY.

Issued by directive of the County Administrator this 3rd day of June, 2024.

Robert Craig Horn, County Administrator
Buchanan County, Virginia

RESOLUTION

RE: PENDING AWARD OF CONTRACT TO SOUTHERN SOFTWARE, INC FOR RECORDS MANAGEMENT SYSTEM (RMS) LICENSES, ANNUAL SOFTWARE SUPPORT; SOUTHERN SOFTWARE INC. HAS BEEN DETERMINED TO BE SOLE SOURCE

WHEREAS, Kenneth Ratliff, the Operations and Maintenance Manager conducted an investigation of potential vendors in regard to the contemplated procurement of additional Records Management System (RMS), annual software support provided by Southern Software, Inc.; and

WHEREAS, after a thorough investigation, Kenneth Ratliff has concluded that Southern Software, Inc. is the only one source practicably available to provide the Records Management System (RMS), annual software support; and

WHEREAS, Southern Software, Inc. has provided a quote of Four Thousand-Forty Dollars and No Cents to provide annual additional Records Management System (RMS), annual software support is provided by Southern Software for a term of one year beginning August 1st, 2024 through July 31st, 2025; 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

a Contract with Southern Software, Inc., as approved in form by the County Attorney, that provides Records Management System (RMS), annual software support for the purchase price of Four Thousand-Forty Dollars and No Cents (\$4,040.00). 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 area and on county website stating that the contract was awarded this day to Southern Software, Inc., in that only Southern Software, Inc. has been determined to be the only source practicably available for the purchase of the Records Management System (RMS), annual software support.

This Resolution was adopted on the 3rd day of June, 2024.

Recorded Vote:

Moved by: Tim Hess

Seconded by: Lee Dotson

Yeas: Six

Nays: None

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

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CONSIDER ADOPTING THE MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN BUCHANAN COUNTY
PUBLIC SERVICE AUTHORITY AND BUCHANAN COUNTY,
VIRGINIA, IN REGARD TO THE COUNTY WATERLINE CREW
AND AUTHORIZE THE CHAIRMAN, COUNTY
ADMINISTRATOR TO EXECUTE THE MOU WITH APPROVAL
AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Lee Dotson seconded by Trey Adkins and with a roll call vote of six (6) yeas, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, David Rose, Lee Dotson, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby adopt the following Memorandum of Understanding (MOU) between Buchanan County Public Service Authority and Buchanan County, Virginia, in regard to the county waterline crew and authorized the chairman, county administrator to execute the MOU with approval as to form by the county attorney.

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into this 3rd day of June, 2024 by and between **BUCHANAN COUNTY VIRGINIA PUBLIC SERVICE AUTHORITY**, (sometimes hereinafter referred to as “PSA”), a political subdivision of the Commonwealth of Virginia whose address is P.O. Box 30, Vansant, Virginia 24656, and **BUCHANAN COUNTY, VIRGINIA**, (sometimes hereinafter referred to as “County”), a political subdivision of the Commonwealth of Virginia, whose address is P.O. Box 950, Grundy, Virginia 24614.

W I T N E S S E T H:

THAT, WHEREAS, the County has recently created a county waterline crew to assist in water pipeline installation in the County; and

WHEREAS, certain issues have arisen over matters involving selection of projects, ownership and maintenance of the waterlines after installed, how the engineering of these projects will be handled, procurement of the material and equipment needed for the waterline projects; applications for construction permits with the VDH-Office of Drinking Water; and what funds can be used to finance the County water line crew.

WHEREAS, the parties acknowledge and understand that the County Attorney, Lawrence L. Moise III may not ethically represent both of the parties to this MOU; and further understand that the County Attorney will be primarily serving as a scribe to put the language in the MOU as agreed to by the parties; and in the event of a conflict arising between the two parties in regard to this MOU, that the County Attorney would represent the Board of Supervisors and the PSA Board would have to engage separate counsel; and if there is any dispute in regard to the County Attorney with representing the Board of Supervisors in the event of a conflict, the County Attorney shall seek guidance from the Virginia State Bar on how the County Attorney may or may not proceed in this matter; and

WHEREAS, the parties agree that the selection of and approval of projects for the County water line crew will be managed by the Buchanan County PSA Board utilizing a list proposed by Buchanan County Board of Supervisors or its delegee; and

WHEREAS, the engineering services for the County water line crew's first two projects shall be provided by Terra Tech Engineering through the multi-project contract Terra Tech has with Buchanan County; Terra Tech's Engineering Services for the first two projects shall be included as part of the contracted services in contracts between the PSA and the County for the first two projects involving the County water line crew; engineering services for subsequent County water line crew projects will be procured by the PSA on a project for project basis by the issuance and advertisement of an RFP for engineering services; in the procurement of engineering services the PSA shall comply with the appropriate sections of the Va. Public Procurement Act (Va. Code sections 2.2-4300, et. seq). and/or the small purchase procurement provisions of the Buchanan County Code (Chapter 16), as may be applicable; and the resulting contract awarded by the PSA for such engineering services shall govern the provision of the needed engineering services; the Engineering firm awarded the project will be responsible to assure that as-built are placed in PSA water model so the PSA maps are correct so to allow the PSA to be able to use said maps for Miss Utilities and future maintenance; and it is contemplated

that some County water line crew projects may not require engineering services, and such a determination shall be made by the PSA; and

WHEREAS, in providing engineering services for the County water line projects the engineering firm awarded the contract by the PSA shall at the outset of a project meet with the Executive Director of the PSA, the County Road Engineer who will have the responsibility in supervising the County waterline crew so to assure that the proposed County water line project will meet all requirements of the PSA's Master Plan for the PSA System; and

WHEREAS, once a county water line project has been engineered so to meet all the requirements of the PSA's Master Plan, the PSA will apply for a construction permit for the project with VDH-Office of Drinking Water; and

WHEREAS, the parties agree that the procurement of all materials, including, but not limited to, pipe, fittings, valves, and meters for a water line installed by the County water line crew shall be procured by the PSA's procurement department with delivery to the County Road Engineer, who in turn will provide a PO to the PSA for the purchase for the materials for each water line project to be performed by the County water line crew; and

WHEREAS, the parties agree that if a water line project to be performed by the County water line crew requires a pump station or stations, such pump station or stations shall be considered part of the water line project and all provisions of this MOU shall apply to such pump stations in the same manner as the provisions of this MOU applies to the actual water line itself; and

WHEREAS, the parties agree that the after successful installation of water lines by the County water line crew that the PSA shall become the owner of said water line and responsible for maintenance of said water line; and

WHEREAS, the parties agree that meter placement shall be governed by the BCPSA Policy which provides that meters will be placed just off the County or VDOT right of way and each meter shall require a signed Water User Agreement that allows access to the meter and setter so maintenance can be permitted 24/7; and

WHEREAS, the parties agree that the PSA shall be deemed to have contracted for the services of the County water line crew just as if said crew was a third-party contractor for the PSA, and accordingly the parties agree that a simple straight forward contract incorporating the provisions of this MOU shall be executed for each water line project performed by the County water line crew; and

WHEREAS, the members of the County water line crew will be at all times be employees of Buchanan County under the supervision of the County Road Engineer installing water lines and pump stations, if necessary, pursuant to the terms of this MOU

and the contract between the PSA and County for each such water line project performed by the County water line crew; and

NOW, THEREFORE, in consideration of the aforementioned premises and the mutual covenants contained herein, the parties agree as follows:

- 1) That the parties agree that the selection of and approval of projects for the County water line crew will be managed by Buchanan County PSA Board of Directors after consideration of projects presented by the Board of Supervisors or its delegee; and
- 2) That the engineering services for the County water line crew's first two projects shall be provided by Terra Tech Engineering through the multi-project contract Terra Tech has with Buchanan County; Terra Tech's Engineering Services for the first two projects shall be included as part of the contracted services in contracts between the PSA and the County for the first two projects involving the County water line crew; engineering services for subsequent County water line crew projects will be procured by the PSA on a project for project basis by the issuance and advertisement of an RFP for engineering services; in the procurement of engineering services the PSA shall comply with the appropriate sections of the Va. Public Procurement Act (Va. Code sections 2.2-4300, et. seq). and/or the small purchase procurement provisions of the Buchanan County Code (Chapter 16), as may be applicable; and the resulting contract awarded by the PSA for such engineering services shall govern the provision of the needed engineering services; the Engineering firm awarded the project will be responsible to assure that as-builts are placed in PSA water model so the PSA maps are correct so to allow the PSA to be able to use said maps for Miss Utilities and future maintenance; and it is contemplated that some County water line crew projects may not require engineering services, and such a determination shall be made by the PSA; and
- 3) That in providing engineering services for the County water line projects engineering firm awarded the contract by the PSA shall at the outset of a project meet with the Executive Director of the PSA, the County Road Engineer who will have the responsibility in supervising the County waterline crew so to assure that the proposed County water line project will meet all requirements of the PSA's Master Plan for the PSA System; and
- 4) That once a county water line project has been engineered so to meet all the requirements of the PSA's Master Plan, the PSA will apply for a construction permit for the project with VDH-Office of Drinking Water; and

- 5) That the parties agree that the procurement of all materials, including, but not limited to, pipe, fittings, valves, and meters for a water line installed by the County water line crew shall be procured by the PSA's procurement department with delivery to the County Road Engineer, who in turn will provide a PO to the PSA for the purchase for the materials for each water line project to be performed by the County water line crew; and
- 6) That the parties agree that if a water line project to be performed by the County water line crew requires a pump station or stations, such pump station or stations shall be considered part of the water line project and all provisions of this MOU shall apply to such pump stations in the same manner as the provisions of this MOU applies to the actual water line itself; and
- 7) That the parties agree that the after successful installation of water lines by the County water line crew that the PSA shall become the owner of said water line and responsible for maintenance of said water line; and
- 8) That the parties agree that the PSA shall be deemed to have contracted for the services of the County water line crew just as if said crew was a third-party contractor for the PSA, along with any needed engineering services for County water line crew projects, and accordingly the parties agree that a simple straight forward contract incorporating the provisions of this MOU shall be executed for each water line project performed by the County water line crew; and
- 9) The parties agree that meter placement shall be governed by the BCPSA Policy which provides that meters will be placed just off the County or VDOT right of way; and each meter shall require a signed Water User Agreement that allows access to the meter and setter so maintenance can be permitted 24/7; and
- 10) That the members of the County water line crew will be at all times be employees of Buchanan County under the supervision of the County Road Engineer installing water lines and pump stations, if necessary, pursuant to the terms of this MOU and the contract between the PSA and County for each such water line project performed by the County water line crew; and
- 11) TERMS: Buchanan County and the PSA agree for this MOU to be for a term of one (1) year beginning the 3rd day of June, 2024, and which such MOU shall be automatically renewable for twenty (20) additional terms of one (1) year unless the same is cancelled by the County or the PSA. The County or PSA may cancel this MOU by giving thirty (30) days written notice to the other party prior to the beginning of any renewal term. Furthermore, the parties may terminate this MOU at any time by mutual agreement.

Witness the following signatures and seals.

BUCHANAN COUNTY, VA. PUBLIC SERVICE AUTHORITY

By: _____(SEAL)

Ray Blankenship, Chairman

Buchanan County, Va. Public Service Authority

ATTEST:

Bob Anderson, Executive Director
Buchanan County, Va. PSA

Brad VanDyke, Clerk of Board
Buchanan County, Va. PSA

BUCHANAN COUNTY, VIRGINIA

By: _____

G. Roger Rife, Chairman

Buchanan County Board of Supervisors

Attest: _____

Robert Craig Horn, County Administrator

APPROVED TO AS TO FORM ONLY:

Lawrence L. Moise III, County Attorney

_____ 000 _____

IN RE: CONSIDER APPROVING THE 2024-2025 RENEWAL PROPOSALS FOR SELF-INSURANCE FOR PROPERTY, LIABILITY, AUTOMOBILE AND WORKERS COMPENSATION COVERAGE FOR BUCHANAN COUNTY FROM VIRGINIA ASSOCIATION OF COUNTIES GROUP SELF INSURANCE RISK POOL

After a general discussion by the board upon motion by Lee Dotson seconded by David Rose and with a roll call vote of six (6) yeas, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, David Rose, Lee Dotson, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve the 2024-2025 Renewal Proposals for Self-Insurance for Property, Liability, Automobile and Workers Compensation Coverage for Buchanan County from Virginia Association of Counties Group Self Insurance Risk Pool.

_____ 000 _____

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

After a general discussion by the board upon motion by Lee Dotson seconded by

Craig Stiltner and with a roll call vote of six (6) yeas, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, David Rose, Lee Dotson, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve the following Resolutions for the ratification of the Acceptance of the following Deeds for the acquisition of property as part of the U.S. Army Corps of engineers Non-Structural Project:

- Acceptance of Deed by and between Ricky Earl Hackney and Juree Ann Hackney husband and wife (Grantors) and Buchanan County, Virginia (Grantee);
- Acceptance of Deed by and between Edgar J. Baker and Patsy M. Baker, husband and wife (Grantors) to Buchanan County, Virginia (Grantee);
- Acceptance of Deed by and between Gary Wayne Thomas and Wilma Jean Thomas, husband and wife (Grantors) to Buchanan County, Virginia (Grantee);
- Acceptance of Deed by and between Helen R. Elswick, Widow (Grantor) to Buchanan County, Virginia (Grantee);
- Acceptance of Deed by and between Kayla Leann Phillips-Hill A/K/A/ Kayla Leann Phillips and James Hill, husband and wife (Grantors) to Buchanan County, Virginia (Grantee);
- Acceptance of Deed by and between Jonathan R. Woods and Debbie J. Woods, husband and wife (Grantors) to Buchanan County, Virginia (Grantee);
- Acceptance of Deed by and between Gregory Todd Elswick and Janet S. Elswick, husband and wife, (Grantors) to Buchanan County, Virginia (Grantee).

RESOLUTION

IN RE: ACCEPTANCE OF DEED BY AND BETWEEN RICKY EARL HACKNEY AND JUREE ANN HACKNEY, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 230000190 between Ricky Earl Hackney and Juree Ann Hackney, Husband and Wife and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 2804.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of June, 2024 by a roll call vote of six for and zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN EDGAR J. BAKER AND
PATSY M. BAKER, HUSBAND AND WIFE TO
BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 230000807 between Edgar J. Baker and Patsy M. Baker, Husband and Wife and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 7002.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of June, 2024 by a roll call vote of six for and zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN GARY WAYNE
THOMAS AND WILMA JEAN THOMAS, HUSBAND AND WIFE TO
BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 230000189 between Gary Wayne Thomas and Wilma Jean Thomas, Husband and Wife and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 3212.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of June, 2024 by a roll call vote of six for and zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN, HELEN R. ELSWICK,
WIDOWED TO
BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 230000885 between Helen R. Elswick, Widowed and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 2606.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of June, 2024 by a roll call vote of six for and zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN, KAYLA LEANN
PHILLIPS-HILL A/K/A/ KAYLA LEANN PHILLIPS AND JAMES HILL
HUSBAND AND WIFE TO
BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 230000188 between Kayla Leann Phillips-Hill a/k/a/ Kayla Leann Phillips and James Hill, Husband and Wife and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 2803.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of June, 2024 by a roll call vote of six for and zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN, JONATHAN R. WOODS
AND DEBBIE J. WOODS, HUSBAND AND WIFE TO
BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 240000267 between Jonathan R. Woods and Debbie J. Woods, Husband and Wife and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 3437.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of June, 2024 by a roll call vote of six for and zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN, GREGORY TODD
ELSWICK AND JANET SUSAN ELSWICK, HUSBAND AND WIFE TO
BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 240000324 between Gregory Todd Elswick and Janet Susan Elswick, Husband and Wife and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 2819.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of June, 2024 by a roll call vote of six for and zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

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IN RE: CONSIDER APPROVING RAISES FOR PARK MANAGERS

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

Bonnesha Hackey, Park Manager - \$3,000.00
Adrienne Barton, Park Manager - \$3,000.00
Lynn Bailey, Park Manager - \$3,000.00
Brooke Boyd, Park Manager - \$3,000.00
Joe Keen, Park Manager - \$1,183.00

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IN RE: CONSIDER ADOPTING THE UNIFORM GUIDANCE POLICY REGARDING THE ADMINISTRATION OF FEDERAL GRANTS FOR BUCHANAN COUNTY, VIRGINIA

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson and with a roll call vote of six (6) yeas, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, David Rose, Lee Dotson, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby adopt the Uniform Guidance Policy regarding the administration of Federal Grants for Buchanan County, Virginia. A copy of this policy is available for review in the Buchanan County Administrator's Office.

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IN RE: CONSIDER APPROVING A TRANSFER IN THE AMOUNT OF \$10,361.73 FROM FUND 35 ASSET FORFEITURE TO SHERIFF'S OFFICE, FUND 1, ACCOUNT NUMBER 31020-1150 (SALARIES AND WAGES) FOR REIMBURSEMENT OF OVERTIME HOURS THAT WAS PAID

After a general discussion by the board upon motion by David Rose seconded by Tim Hess and with a roll call vote of six (6) yeas, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, David Rose, Lee Dotson, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve a transfer in the amount of \$10,361.73 from Fund 35 Asset Forfeiture to Sheriff's Office, Fund 1, account number 31020-1150 (salaries and wages) for reimbursement of overtime hours that was paid.

IN RE: CONSIDER APPROVE THE BUCHANAN COUNTY HEAD START’S SUBMISSION OF A COST-OF-LIVING ADJUSTMENT (COLA) GRANT IN THE AMOUNT OF \$40,986.00

After a general discussion by the board upon motion by Tim Hess seconded by David Rose and with a roll call vote of six (6) yeas, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, David Rose, Lee Dotson, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve the Buchanan County Head Start’s submission of a Cost-of-Living Adjustment (COLA) in the amount of \$40,986.00.

IN RE: CONSIDER REAPPOINTMENTS AND/OR APPOINTMENTS TO THE BUCHANAN COUNTY DEPARTMENT OF SOCIAL SERVICES

After a general discussion by the board upon motion by Trey Adkins seconded by Tim Hess and with a roll call vote of six (6) yeas, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, David Rose, Lee Dotson, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby reappoint Harold “Howie” Fuller as representative for the Garden District and Greg Rowe, as representative for the North Grundy District to the Advisory Board for the Buchanan County Department of Social Services for a four (4) year term ending July 2028.

IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS

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

- Additional appropriation in the amount of \$650.00 to Sheriff’s Office, (salaries and wages) account number 31020-1150;
- Additional appropriation in the amount of \$450.00 to Sheriff’s Office, (salaries and wages) account number 31020-1150;
- Additional appropriation in the amount of \$1,679.84 to William P. Harris Park, account number 71040-6022-02;
- Additional appropriation in the amount of \$600.00 to William P. Harris Park, account number 71040-6022-02;
- Additional appropriation in the amount \$92.30 to Circuit Court Clerk’s Office to account number 21060-3320 (copier paper etc.);
- Additional appropriation in the amount of \$5,000.00 to Commissioner of Revenue’s Office, account number 12090-6001 (office supplies);

- Additional appropriation in the amount of \$3,197.22 to County Athletic Fields Supplies, account number 71040-5604-09;
- Additional appropriation in the amount of \$2,980.55 to Commonwealth Attorney’s Office, account number 22010-5530.

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IN RE: CONSIDER ADOPTING THE RESOLUTION ACCEPTING THE DEED FOR LAND SITUATED ON LEVISA RIVER, WHICH IS A PORTION OF THE PROPERTY WHERE TWIN VALLEY ELEMENTARY/MIDDLE IS LOCATED. THIS DEED IS BY AND BETWEEN BUCHANAN COUNTY SCHOOL BOARD AND BUCHANAN COUNTY, VIRGINIA

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of six (6) yeas, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner, David Rose, Lee Dotson, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby adopt the Resolution accepting the Deed for land situated on Levisa River, which is a portion of the property where Twin Valley Elementary/Middle is located. This deed is by and between Buchanan County School Board and Buchanan County, Virginia.

RESOLUTION

IN RE: ACCEPTANCE OF DEED FOR LAND SITUATED ON LEVISA RIVER BY AND BETWEEN BUCHANAN COUNTY SCHOOL BOARD AND BUCHANAN COUNTY, VIRGINIA

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed situated on the Levisa River located in the Garden Magisterial District, said property located in and around Twin Valley Elementary-Middle School attached hereto between Buchanan County School Board 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 3rd day of June, 2024 by a roll call vote of six for and zero against.

Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT, made and entered into on this 3rd day of June, 2024, by and between the **BUCHANAN COUNTY SCHOOL BOARD**, grantor, and the **BOARD OF SUPERVISORS OF THE COUNTY OF BUCHANAN, VIRGINIA**, representing Buchanan County, a municipality of the Commonwealth of Virginia, whose address is P. O. Drawer 950, Grundy, Virginia, 24614, grantee.

W I T N E S S E T H:

THAT, WHEREAS, the Buchanan County School Board is seized and possessed of certain tract or parcel of land situate on the Levisa River, near Keen Mountain, situate in Buchanan County, Virginia, upon which land said School Board has caused improvements to be erected known as the “Twin Valley Elementary-Middle School”; and

WHEREAS, the Buchanan County School Board passed a motion at the School Board meeting on the 22nd day of May 2024, to make a gift of that portion of the property described hereinabove and hereinafter to be conveyed, as a gift of property from the Buchanan County School Board to the Buchanan County Board of Supervisors; and

WHEREAS, the Buchanan County School Board, having no further need for said property, does hereby intend to convey by virtue of this Deed the real estate to the Buchanan County Board of Supervisors which said Board of Supervisors intends to use said property to further a cell tower project in Buchanan County, Va; and

NOW, THEREFORE, that for and in consideration of the public benefit to be derived from furthering said cell tower project, which the sufficiency of such consideration is hereby acknowledged by the parties hereto, the Buchanan County School Board does hereby gift, grant and convey, by Quit Claim, unto the Buchanan County Board of Supervisors all of its right, title and interest in a portion of that certain tract or parcel of real estate, situate on the Levisa River,

near Keen Mountain said property being more particularly described in the Deeds set forth in a survey plat dated September 27, 2023 and prepared by Jonathan Murphy, Land Surveyor, License No. 2713, and which said survey is incorporated by reference and made a part of this Deed as Exhibit "A". Said survey plat depicts the portion of the parcel to be conveyed in two separate metes and bounds descriptions, namely one metes and bounds description for the proposed lease space for the cell tower and a second metes and bounds description of an access/utility easement to said cell tower location. Accordingly, the property being conveyed by this deed is as follows:

1) LEGAL DESCRIPTION: LEASE AREA

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE UNINCORPORATED COMMUNITY OF PILGRIM KNOB, COUNTY OF BUCHANAN, STATE OF VIRGINIA, DESCRIBED AS PIN 4671-16-2576, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING COMPUTED POINT LOCATED ON SAID PROPERTY, AND HAVING VIRGINIA SOUTH STATE PLANE COORDINATES E:10471458' -AND- N:3616773'; SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE, N 72° 32' 34" W FOR A DISTANCE OF 33.35 FEET TO A POINT;

THENCE, N 68° 22' 48" W FOR A DISTANCE OF 44.83 FEET TO A POINT;

THENCE, N 21° 37' 12" E FOR A DISTANCE OF 38.00 FEET TO A POINT;

THENCE, S 68° 22' 48" E FOR A DISTANCE OF 75.23 FEET TO A POINT;

THENCE, S 17° 00' 49" W FOR A DISTANCE OF 35.69 FEET TO THE POINT OF BEGINNING CONTAINING 2877 SQFT -OR- 0.07 ACRES.

TOGETHER WITH THE RIGHTS TO ANY EXISTING UTILITIES RUNNING OVERHEAD OR UNDERGROUND TO AND FROM THE ABOVE-DESCRIBED LEASE AREA FOR TELECOMMUNICATION PURPOSES.

2) LEGAL DESCRIPTION: ACCESS/UTILITY EASEMENT

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE UNINCORPORATED COMMUNITY OF PILGRIM KNOB, COUNTY OF BUCHANAN, STATE OF VIRGINIA, DESCRIBED AS PIN 4671-16-2576, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING COMPUTED POINT LOCATED ON SAID PROPERTY, AND HAVING VIRGINIA SOUTH STATE PLANE COORDINATES E:10471458' -AND- N:3616773';

THENCE, N 72° 32' 34" W FOR A DISTANCE OF 33.35 FEET TO A POINT;

THENCE, N 68° 22' 48" W FOR A DISTANCE OF 44.83 FEET TO A POINT;

THENCE, N 21° 37' 12" E FOR A DISTANCE OF 12.39 FEET TO THE BEGINNING OF A CENTERLINE FOR A 20-FOOT-WIDE ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION;

THENCE, N 64° 13' 56" W FOR A DISTANCE OF 21.90 FEET TO A POINT;

THENCE, N 58° 26' 11" W FOR A DISTANCE OF 48.76 FEET TO A POINT;

THENCE, N 52° 48' 17" W FOR A DISTANCE OF 30.30 FEET TO A POINT;

THENCE, N 43° 40' 57" W FOR A DISTANCE OF 5.71 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF RIVERSIDE DRIVE, A DEDICATED PUBLIC RIGHT OF WAY, SAID POINT BEING THE POINT OF TERMINUS CONTAINING 2,115 SQFT -OR- 0.05 ACRES

TOGETHER WITH THE RIGHTS TO ANY EXISTING UTILITIES RUNNING OVERHEAD OR UNDERGROUND TO AND FROM THE ABOVE-DESCRIBED LEASE AREA FOR TELECOMMUNICATION PURPOSES.

Reference to the above-described survey at Exhibit "A" is hereby made for a more particular description of the property being conveyed herein. This conveyance is made without any warranties and 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 to such matters which are visible upon inspection. It is the intent of the Buchanan County School Board only to convey such portion of the property upon which the current Twin Valley Elementary-Middle School is situate as described in the above referenced two metes and bounds descriptions and further depicted on the referenced survey plat at Exhibit "A".

In compliance with the provisions of § 15.2-1803 of the Code of Virginia, 1950, as amended, this Deed is in the form approved by Lawrence L. Moise III, Esq., County Attorney for the County of Buchanan, Virginia, which approval as to form only is evidenced by the endorsement of this conveyance by said Attorney. Further, this conveyance is accepted by the County of Buchanan, Virginia, by Roger Rife, Chairman of the Board of Supervisors of Buchanan County, Virginia, he having been authorized to so act on behalf of said County by a Resolution duly adopted by the Board of Supervisors of said County at a meeting conducted on the 3r day of June 2024, which approval and acceptance is evidenced by execution of this conveyance by G. Roger Rife , Chairman of the Board of Supervisors of Buchanan County, Virginia.

Witness the following signatures and seals:

BUCHANAN COUNTY SCHOOL BOARD

By _____
Angie McClanahan, Chairman

ATTEST:

Tonya Cox, Clerk
Buchanan County School Board

BOARD OF SUPERVISORS OF BUCHANAN COUNTY,
VIRGINIA

By _____
G. Roger Rife, Chairman

COUNTY ATTORNEY FOR BUCHANAN COUNTY,
VIRGINIA, As to Form Only

By _____
Lawrence L. Moise III, Esq.

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IN RE: CONSIDER RATIFYING PART-TIME EMPLOYEES

After a general discussion by the board upon motion by Tim Hess seconded by Craig Stiltner and with a roll call vote of six (6) yeas, Tim Hess, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve to hire the following part-time weed cutters, pool employees etc.:

Eric Ball	Council
Micheal Barton	Athletic Field
Parker Jackson	Rocklick
Larry Justus	Knox
Preston Keen	Council
Hunter Owens	Athletic Field
Logan Raines	Athletic Field
Nicholas Stiltner	Council
Tanner Adkins	Knox
Buddy Hurley	Knox
Billy Whitt	Knox
Mikey Owens	Council
Arron Ball	Council
Jaiden Thompson	Council
Lexie Harris	Council

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**IN RE: CONSIDER APPROVING TRANSFERS AND ISSUANCE OF
CHECKS TO KNOX CREEK RESCUE**

After a general discussion by the board upon motion by Trey Adkins seconded by David Rose and with a roll call vote of five (5) yeas, Trey Adkins, Tim Hess, Jeff Cooper, David Rose, Lee Dotson, (1) nay, Craig Stiltner and one (1) absent, G. Roger Rife, this board did hereby approve the following:

- Transfer \$18,500.00 from RJA, account number 33010-3100 to Trey Adkins Athletic Center, account number 71060-7010-10;
- Transfer \$6,140.00 from RJA, account number 33010-3100 to Knox Rescue account number 32030-5604-04 for payment of invoices;
- Issue a check in the amount of \$8,000.00 from RJA, account number 33010-3100 to Knox Rescue.

Also, an additional \$16,000.00 to be made available if necessary for Knox Rescue.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL BUDGET
APPROPRIATION TO BUCHANAN COUNTY TREASURER'S
OFFICE**

After a general discussion by the board upon motion by Tim Hess seconded by David Rose and with a roll call vote of six (6) yeas, Tim Hess, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve an additional budget appropriation in the amount of \$8,058.99 to Buchanan County Treasurer's Office, account number 12130-6001 (office supplies) for funding received through the State COIN Reimbursement Program for the 2023/2024 fiscal year.

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**IN RE: CONSIDER APPROVING TO ISSUE A CHECK TO BREAKS
REGIONAL AIRPORT AUTHORITY**

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson and with a roll call vote of six (6) yeas, Tim Hess, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve to issue a check in the amount of \$350,000.00 to Breaks Regional Airport Authority, account number 55-91100-5847 for distribution of severance tax collected from the mining of coal during the airport expansion project under the authority of Wellmore Coal Company.

Trey Adkins, Knox District Supervisor requested an update on the airport expansion project at their next regular scheduled meeting.

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IN RE: CONSIDER APPROVING AND ISSUING PAYMENT FOR CONTRIBUTIONS

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

Council Elem./Middle School (refrigerator)	\$899.00
Twin Valley High School (football equip.)	\$7,000.00
Twin Valley Varsity and JV Boys Basketball Boosters, Inc.	\$4,000.00

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IN RE: CONSIDER APPROVING THE FY 2025 SCHOOL RESOURCE OFFICER GRANTS

After a general discussion by the board upon motion by Lee Dotson seconded by Tim Hess and with a roll call vote of six (6) yeas, Tim Hess, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, this board did hereby approve the FY 2025 School Resource Officer Grants (SRO) in the amount of \$334,795.00 (\$249,188.00 and local match \$85,607.00).

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IN RE: CONSIDER APPROVING THE BYRNE JUSTICE ASSISTANCE GRANT FOR THE BUCHANAN COUNTY SHERIFF’S OFFICE

After a general discussion by the board upon motion by Lee Dotson seconded by Tim Hess and with a roll call vote of six (6) yeas, Tim Hess, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve the Byrne Justice Assistance Grant for the Buchanan County Sheriff’s Office in the amount of \$59,235.00, which includes a local match in the amount of \$14,809.00 to allow the sheriff’s office to hire a part-time Accreditation Manager. This grant is for fifteen-month from July 1st, 2024 through September 30th, 2025.

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IN RE: CONSIDER APPROVING TO AMEND THE FISCAL YEAR 2024/2025 BUDGET

After a general discussion by the board upon motion by Tim Hess seconded by

Lee Dotson and with a roll call vote of six (6) yeas, Tim Hess, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve to amend the fiscal year 2024/2025 budget in the amount of \$59,235.00 regarding a Byrne Justice Assistance Grant for the Buchanan County Sheriff's Office.

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IN RE: CONSIDER APPROVING COAL HAUL ROAD TO MAKE ANY NECESSARY REPAIRS TO THE CEMETERY ROAD, OFF OF MIDNIGHT ROAD

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of six (6) yeas, Tim Hess, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve to allow Coal Haul Road to make any necessary repairs to the cemetery road, which is located off of Midnight Road, located in the Rocklick Magisterial District, so, it would be passable to the public.

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IN RE: CONSIDER APPROVING THE IMMEDIATE ABATEMENT OF THREE PUBLIC NUISANCE STRUCTURES

After a general discussion by the board upon motion by Lee Dotson seconded by Craig Stiltner and with a roll call vote of six (6) yeas, Tim Hess, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve the immediate abatement of three (3) public nuisance structures located at the Intersection of Route 460 and Route 609, pursuant to Buchanan County Code Chapter 77-13 section (G), if the ownership question is not cleared up by June 30, 2024.

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IN RE: CONSIDER APPROVING TO SCHEDULE A PUBLIC HEARING REGARDING THE PROPOSED ADOPTION OF AN ORDINANCE REGARDING BUCHANAN COUNTY HEAD START

After a general discussion by the board upon motion by Trey Adkins seconded by David Rose and with a roll call vote of six (6) yeas, Tim Hess, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve to schedule a public hearing on **Monday, August 5th, 2024** at 5:30 p.m. regarding the proposed adoption of an Ordinance entitled: **“An Ordinance to Establish Payment of a One Time Two Thousand Five Hundred Dollars and No**

Cents (\$2,500.00) incentive/bonus for 34 (full and part-time) employees of Buchanan County Head Start.”

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IN RE: CONSIDER APPROVING THE ACCESS AND OPTION AGREEMENT BETWEEN BUCHANAN COUNTY BOARD OF SUPERVISORS AND COALFIELD COALITION REGARDING THE PROPERTY NEAR TWIN VALLEY ELEMENTARY SCHOOL AT OAKWOOD, VIRGINIA

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson and with a roll call vote of six (6) yeas, Tim Hess, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) absent, G. Roger Rife, this board did hereby approve the following Access and Option Agreement between Buchanan County Board of Supervisors and Virginia Coalfield Coalition regarding a parcel of real estate located on State Route 460, Oakwood Virginia near Twin Valley Elementary/Middle School:

ACCESS AND OPTION AGREEMENT

THIS ACCESS and OPTION AGREEMENT (this “Agreement”), dated June 3, 2024 (the “Effective Date”), is between **the Buchanan County Board of Supervisors**, having an address of 4447 Slate Creek Rd, Grundy, VA 24614 (“Landlord”), and **VIRGINIA COALFIELD COALITION**, a non-profit, Virginia nonstock corporation, having an address of 224 Clydesway Drive, Lebanon, Virginia, Attn: Scotty Wampler (“Tenant”).

RECITALS:

A. Landlord owns the parcel of real estate (including all associated surface, air, mineral, subsurface and water rights), located at Highway 460, Oakwood, Virginia, near the Twin Valley Elementary/ Middle, but with no street address, containing a tract of land of approximately 78 feet by 38 feet, as further depicted on Exhibit A, and more specifically described by the metes and bound descriptions contained in the deed dated the 3rd day of June 2024, in which the Buchanan County School Board conveyed property to the Board of Supervisors of the County of Buchanan, Virginia. Both Exhibit A and Exhibit B are attached to this Agreement and incorporated herein by this reference (the “Property”).

B. Tenant desires to obtain an option to lease the Property from Landlord, in order to construct a wireless tower on the Property in connection with the construction of a 4th Generation wireless network in southwestern Virginia, and Landlord has agreed to grant the option and the access to permit the tower under the terms of this Agreement.

GRANT OF OPTION:

For \$10.00 cash paid by Tenant to Landlord, the receipt and sufficiency of which is hereby acknowledged, Landlord grants to Tenant, its successors and assigns, the exclusive right and option (the “Option”) to lease the Property from Landlord on the following terms and conditions:

Term of Option. Tenant must exercise the Option, if ever, by sending written notice to Landlord on or before the date that is one hundred and fifty (150) days from the Effective Date (the “Option Period”). Tenant may extend the Option Period by an additional thirty days by providing Landlord with written notice before the expiration of the Option Period. During the Option Period, Landlord shall not enter into any other option or agreement for the sale or lease of the Property.

Term of Lease. The term of the lease (the “Lease”) is subject to negotiations, but is expected to be thirty (30) years. Tenant shall provide Landlord with a copy of the Lease for Landlord’s review during the Option Period. If Landlord and Tenant are unable to negotiate a mutually agreeable Lease by the end of the Option Period, then the Option shall terminate and expire and neither party shall have any obligations hereunder.

Rent. The rental payment due under the lease shall be a one-time payment of \$30,000.00 (the “Rent”), due upon execution of the Lease by Landlord and Tenant.

Access and Cable Easements. If Tenant exercises the Option, Landlord shall provide Tenant easements for the term of the Lease, on, over, through, across, under, to and from other property owned by Landlord for the purpose of: (i) accessing the Property; (ii) constructing, repairing and maintaining a wireless tower on the Property; and (iii) running fiber-optic cable, electric, service and other utility services to the Property.

Representations of Landlord. Landlord represents and warrants to Tenant that Landlord has the full right and authority to enter into this Option and the Lease.

Inspection and Permitting Period. During the Option Period, Tenant and its agents shall have the right to travel on, over, through, across, under, to and from the Property for the purpose of making any inspections, tests and surveys of the Property that Tenant may desire (“Inspections”). The Inspections shall be at Tenant’s sole cost and expense, and Tenant agrees to maintain customary insurance coverage during its Inspections of the Property. Tenant will provide Landlord with certificates of insurance upon request. By entering the Property, Tenant (a) accepts the risk of any damage it may cause to the Property or to Landlord’s surrounding property, and (b) agrees to repair any damage caused by Tenant to the Property or to Landlord’s surrounding property.

Permitting. During the Option Period, Tenant shall have the right, at Tenant’s sole cost and expense, to seek any necessary governmental approvals or permits (the “Permits”) for the construction of a wireless tower on the Property. Landlord agrees to cooperate with Tenant in obtaining the Permits by signing documents or complying with other reasonable requests of the governmental authorities issuing the Permits.

Entire Agreement; Modification. This Agreement is the entire agreement between the Landlord and Tenant and supersedes any prior oral or written agreements between the Landlord and Tenant with respect to the Property. Landlord and Tenant expressly agree that there are no oral or written understandings or agreements between them that in any way change the terms, covenants and conditions set forth in this Agreement, and that no modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and executed by both parties.

Notices. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by hand or sent by overnight delivery service. All notices shall be addressed to the receiving party at the addresses listed above.

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IN RE: GENERAL DISCUSSION

Trey Adkins, Knox District Supervisor stated regarding the National Opioid Settlements funds to the county, I think we need to consider constructing an addiction treatment center like The Laurels located in Russell County. It would create jobs in the county, too.

Jeff Cooper, Vice-Chairman suggested creating a line item in the budget for leases payments for all fire and rescue departments that has to lease their property.

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IN RE: ADJOURNMENT

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

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

Robert Craig Horn, County Administrator