

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on the 4th day of November 2024 starting at 5:00 o'clock p.m. in the Board of Supervisors Meeting Room, 3rd floor of the Buchanan County Government Center, 4447 Slate Creek Road, Grundy, Virginia 24614. **This meeting was conducted by electronic communication (Zoom). The media and public were invited to participate.**

PRESENT: G. Roger Rife, Chairman
Jeff Cooper, Vice-Chairman
Tim Hess
Trey Adkins
Craig Stiltner
David Rose
Lee Dotson

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

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

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IN RE: JEANNE PRESLEY, DISTRICT MANAGER FOR BIG SANDY SOIL AND WATER CONSERVATION DISTRICT (BSSWCD) AND BOBBY LOONEY, DIRECTOR – TO REQUEST A CONTRIBUTION IN THE AMOUNT OF \$5,000.00 TO BSSWCD TO PROVIDE INSTRUCTION/LITERATURE TO THE BUCHANAN COUNTY STUDENTS

Bobby Looney, Director for Southwest Virginia Soil and Water Conservation District request a contribution in the amount of \$5,000 to BSSWCD. These funds will provide instruction/materials to the children of Buchanan County. Also, provide the students with the greatest opportunities to learn and discover the importance of conserving the soil, water and natural resources of the county not only for themselves, but for future generations. This funding will be well spent for the second through sixth grades and at Grundy and Council High Schools and the special needs students at Grundy High School, he commented.

Craig Stiltner, Rocklick District Supervisor thanked Mr. Looney for all the volunteer work he does for the community.

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

board did hereby approve a contribution and to issue a check in the amount of \$5,000 to BSSWCD to be divided among the seven (7) district accounts to provide instruction/materials to the children of Buchanan County, which will provide the students with the greatest opportunities to learn and discover the importance of conserving the soil, water and natural resources of the county not only for themselves, but for future generations.

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IN RE: PUBLIC COMMENTS

Charles Joseph, resident stated the creeks in the county needs to be cleaned out and people needs to quit throwing out trash in the ditch lines, etc. On Little Prater Road there's limbs and branches in the ditches that needs cleared out bad and once the new school opens up, hopefully, the road to the school won't be a mess, he commented.

G. Roger Rife, Chairman stated I've talked about this in the past. Before the new school is opened, Little Prater Road needs to be widened. There will be a lot of traffic on Little Prater Road. VDOT did a traffic count a while back and it showed there were over 2,000 cars a day traveling Little Prater Road, he stated. We need to try and get something done. In the past when this was discussed, we had some problems with a couple property owners, commented Mr. Rife.

Craig Stiltner, Rocklick District Supervisor stated signs naming the secondary road in the county need to be installed in areas so traffic, emergency vehicles etc. knows which road they are traveling on.

Lonzo Slone, resident the Right-Hand Fork of Stone Coal on Slate Creek is being blocked by a neighbor. The ditch lines are stopped up and the rainwater is running down the roadway. The truck blocking the roadway is on county property, he stated.

Marcus Stiltner, Coal Haul Road Engineer stated that roadway has a prescriptive easement and has been in the county road system for over twenty (20) years. It goes to the end of the asphalt, he stated.

Trey Adkins, Knox District Supervisor stated, "there's a rumor out there that a supervisor got charged for giving someone gravels, I can't imagine who that was, maybe I should start my twenty (20) year term with putting gravel on this driveway and make it legit, so exactly how does that work Mr. Moise," asked Mr. Adkins.

Lee Moise, County Attorney stated, "I'm not sure I understand your question."

"You don't understand the question or you just don't want to answer it," asked Mr. Adkins.

"There was a supervisor accused of giving someone gravel, but at about every other meeting we've talked about us working a road illegal for over twenty (20) years and

then it became legal,” stated Mr. Adkins. So that accused supervisor, which charges doesn’t exist anymore, that was accused supervisor working on his 20 years in making it a legal road, how’s that possible with just one (1) person being charged for that and not everyone else, he commented.

Mr. Moise stated, “there’s a separate statue regarding to the prescriptive easement, established by working a road twenty (20) years or more years meaning there’s a code section on that.” There’s a distinction in that you can’t use public funds to enhance private property, so if you put gravel down on private property at that point it’s not legally correct.”

“That’s exactly what Mr. Stiltner, Coal Haul Road Engineer just told me to the letter you work it for twenty (20) years the county takes it over,” stated Mr. Adkins. “You were sitting in the same room as I was just now, so send me those code sections, please,” he stated.

“I’ll be happy to send those to you tomorrow,” stated Mr. Moise.

“That will be dandy,” stated Mr. Adkins. “Go ahead, I won’t get started on that.”

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IN RE: CONSIDER APPROVING CONSENT AGENDA

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

- a. Consider approving minutes for September 9th, 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:
 - Lauren Hawks (two claims)
 - Leon Ramey (one claim)
 - Freddie Vires (two claims)
 - J.B. Slone (one claim)
 - Anthony Blankenship (one claim)
 - Buckey Looney (one claim)
 - Thomas Riddle (one claim)
 - William Hughes (one claim)
 - Gene Boyd (one claim)
 - Morgan Vandyke (one claim)
 - Russell Daughtery (one claim)
 - James Lester (one claim)
 - John Boyd (two claims)

- Timothy Barton (one claim)
- Michael Hensley (one claim)

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IN RE: JONATHAN BELCHER, EXECUTIVE DIRECTOR OF VIRGINIA COALFIELD ECONOMIC DEVELOPMENT AUTHORITY (VCEDA) – CONSIDER ADOPTING THE RESOLUTION AFFIRMING COMMITMENT TO FUND THE LOCALITY SHARE OF 121/460 PROJECTS

Jonathan Belcher, Executive Director for VCEDA stated on March 28th, 2024 Buchanan County committed a local match of \$1.75 million to match an anticipated federal match of \$7 million, so to add additional lanes to U.S. Route 460 from Route 609 to the Breaks Interstate Park (3.98 mile stretch of roadway).

The preliminary information indicates that only \$1.5 million not 47 million in federal funds will be made available in FY 2025 for the U.S. Connector Phase II Paving Project, he stated.

The Virginia Department of Transportation has proposed a revenue sharing arrangement with Buchanan County to provide a phased approach to getting the 3.98 miles of four laned road, first by paving a stretch of 1.87 miles section in FY 2025, stated Mr. Belcher.

In FY 2025 federal funds in the amount of \$1.5 million matched by Buchanan County funding of \$375,000 and VDOT’s revenue sharing funds matched with local Buchanan County funds of \$1.375 million, which will provide a total of \$4.625 million in FY 2025 to pave the additional lanes of the 1.87 miles that will make that section completely four-laned, stated Mr. Belcher.

Trey Adkins, Knox District Supervisor stated revenue sharing projects puts a thorn in my side.

Craig Stiltner, Rocklick District Supervisor commented, I appreciate the funds we’re receiving, but why all of sudden VDOT is going to revenue sharing projects?

Since VDOT changed from revenue sharing projects to smart scale projects, Buchanan County doesn’t score well or meet the criteria on smart scale projects, stated Robert Craig Horn, County Administrator.

Mr. Stiltner stated since the revenue sharing projects has changed to smart scale projects, we’ve put over \$1 million on our secondary roads.

G. Roger Rife, Chairman commented we was told that the state wanted our severance taxes. Thank goodness we have our severance taxes, he stated.

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins,

Jeff Cooper, David Rose, Lee Dotson, Tim Hess, G. Roger Rife and zero (0) nays, this board did hereby adopt the following Resolution Affirming Commitment to Fund the Locality Share of 121/460 Project along with restructuring the local match; and to make an application to the Virginia Department of Transportation Revenue Sharing Funds with the approval for the County Administrator to execute all agreements as contemplated by the resolution.

**RESOLUTION
AFFIRMING COMMITMENT TO FUND THE LOCALITY SHARE OF 121/460
PROJECTS**

WHEREAS, the County of Buchanan, Virginia had on March 28, 2024 committed a local match of 1.75 million dollars to match an anticipate federal match of 7 million dollars so to add additional lanes to U.S. Route 460 from Route 609 to the Breaks Interstate Park (3.98 mile stretch of roadway); and

WHEREAS, preliminary information indicates that only 1.5 million in federal funds will be made available in FY 2025 for the U.S. 460 Connector Phase II Paving Project; and

WHEREAS, VDOT, contemplating a revenue sharing arrangement with Buchanan, has proposed to provide matching funds up to 1.375 million with Buchanan County to provide a phased approach to getting the 3.98 miles four laned, first by paving a stretch of 1.87 miles of the 3.98 miles in FY 2025; and

WHEREAS, to VDOT proposed revenue sharing with Buchanan County to pave the 1.87 miles section in FY 25 would be as follows:

- 1) Federal funds in the amount of 1.5 million matched by local Buchanan County funds of \$375,000.00; and
- 2) VDOT revenue sharing funds of 1.375 million matched with local Buchanan County funds of 1.375 million; and so,
- 3) To provide a total of 4.625 million dollars in FY 25 to pave the additional lanes of the 1.87 miles, make that section completely four laned.

WHEREAS, the plan for FY 26, would be to apply for 7 million in federal funding to be matched by local funding of 1.75 to complete paving the additional lanes of the remaining 2.11 miles of the 3.98 miles section, so that Corridor Q in Buchanan County is fully completed as a four-lane highway; and

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors for the County of Buchanan, Virginia, subject to the amendment of the FY 2024-2025 Coal Road Plan, if required, along with the appropriation of funds, that:

1. The County of Buchanan, Virginia hereby commits to restructure its local match commitment of 1.75 million for FY-24-25 as set forth above in this resolution, and the County Administrator, and/or his/her designees, is authorized to make application for the VDOT revenue sharing funds along with executing all agreements therewith as contemplated by this resolution.

Adopted this 4th day of November, 2024.

Recorded roll call vote:

Motion by: Craig Stiltner

Second by: Trey Adkins

Yeas: seven

Nays: zero

G. Roger Rife, Chairman

Buchanan County, Va. Board of Supervisors

ATTEST:

Robert C. Horn, County Administrator

Mr. Stiltner stated in Kentucky after the recent flood they've had equipment in the river cleaning out the creek and constructing bridges. Here it's been two years that a bridge was washed out in the Whitewood area and it's still not been constructed, he stated.

Mr. Adkins commented we had to spend around \$88,000 after the Hurley Flood before any work was done to check for crawdads.

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**IN RE: CONSIDER APPROVING TO DO A SURVEY AND APPRAISAL
 ON ROUTE 645, ROCKLICK MOUNTAIN TO PAW PAW**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Lee Dotson, David Rose, Tim Hess, Jeff Cooper, G. Roger Rife and zero (0) nays, this board did hereby approve to do a survey and appraisal on route 645, Rocklick Mountain to Paw Paw (1/4 mile) for a shoulder widening CST project, which will be administered by VDOT once the right-of-way has been obtained.

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**IN RE: CONSIDER APPROVING TWO (2) INVOICES FROM THE
 VIRGINIA DEPARTMENT OF TRANSPORTATION FOR CST
 PROJECTS FROM COAL HAUL ROAD FUNDS AND TO ISSUE A
 CHECK FOR THE INVOICES FROM ACCOUNT NUMBER CST
 05-41080-7012**

Mr. Adkins stated he didn't want to pay UPC 122111 regarding route 628.

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Lee Dotson, David Rose, Tim Hess, Jeff Cooper, G. Roger Rife and zero (0) nays, this board did hereby approve the following two (2) invoices from the Virginia Department of

Transportation for CST projects from coal haul road funds and to issue a check for the invoices from account number CST 05-41080-7012:

- Invoice in the amount of \$67,918.98 for UPC 124449, 124452 and 124459, Invoice No: COAL000123; **(do not pay UPC 122111)**;
- Invoice in the amount of \$13,571.36 for UPC 122112, 124451 and 124457, Invoice No: COAL000129.

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IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING THE ACCEPTANCE OF THE DEED OF GIFT FROM ADAM MICHAEL COOK TO BUCHANAN COUNTY, VIRGINIA FOR LESTER BRANCH ROAD, COUNTY ROAD NUMBER 3290 (TURNING AREA) LOCATED IN THE PRATER MAGISTERIAL DISTRICT AND AUTHORIZE THE CHAIRMAN, COUNTY ADMINISTRATOR TO EXECUTE THE DEED OF GIFT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by David Rose seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Lee Dotson, David Rose, Tim Hess, Jeff Cooper, G. Roger Rife and zero (0) nays, this board did hereby adopt the Resolution regarding the acceptance of the Deed of Gift from Adam Michael Cook to Buchanan County, Virginia for Lester Branch Road, county road number 3290 (turning area) located in the Prater Magisterial District and authorize the chairman, county administrator to execute the Deed of Gift with approval as to form by the county attorney.

RESOLUTION

IN RE: ACCEPTANCE OF DEED OF GIFT FROM ADAM MICHAEL COOK TO BUCHANAN COUNTY, VIRGINIA REGARDING LESTER BRANCH ROAD, COUNTY ROAD NUMBER 3290

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto between Adam Michael Cook **and** Buchanan County, Virginia and authorized, G. Roger Rife, 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 4th day of November, 2024 by a roll call vote of seven for and zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT, made and entered into on this the 4th day of November 2024, by and between **ADAM MICHAEL COOK**, hereinafter sometimes referred to as “**GRANTOR**”, and **BUCHANAN COUNTY, VIRGINIA**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “**GRANTEE**”.

[Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

WITNESSETH:

WHEREAS, the Grantee wishes to maintain a turning area along a pre-existing county-maintained road with which is a part of the public road in the Prater Magisterial District for the traveling public, namely Lester Branch Road, County Road # 3290; and

WHEREAS, the Grantor desires to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way for a turning area along pre-existing county-maintained road which is part of the public road known as Lester Branch Road, County Road # 3290; and

NOW THEREFORE, for and in consideration of promoting the public interest by providing a turning area along a pre-existing county maintained road which is part of a public road known as Lester Branch Road, County Road # 3290 for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE** , all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Prater Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

Property to be conveyed:

ADAM MICHAEL COOK - INSTRUMENT # 180001015

Beginning at a point in the South edge of Lester Branch Road, thence down and with the said road S 83-07-45 E 40.00', thence leaving the said road and crossing the creek S 06-52-15 W 20.00', thence turning in the direction of up the creek N 83-07-45 W 40.00', thence turning to the right and crossing the creek N 06-52-15 E 20.00' to the beginning and containing 800.00 sq. ft. (0.018 acres).

Source and title for grantors: Adam Michael Cook acquired a portion of the land affected by this right-of-way deed by a deed recorded on Instrument #180001015 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said

conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel #017-A Tax Map #2HH-143.

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

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

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

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

There is hereby excepted and reserved from the operation of this conveyance such of the coal, oil, minerals, rights, privileges, etc., as may have been heretofore sold or excepted from said land by prior owners. Additionally, this conveyance is subject to all exceptions, limitations or conditions contained in any document which constitutes a muniment of title to the property being conveyed herein and that have been heretofore been recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia.

That on the 4th day of November 2024, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

WITNESS the following signatures and seals
GRANTORS:

BY: _____
Adam Michael Cook

ACCPTEED BY:
BUCHANAN COUNTY, VIRGINIA

BY: _____ (SEAL)
GARY ROGER RIFE, Chairman of the Buchanan County, VA
Board of Supervisors

ATTEST:

ROBERT C. HORN, County Administrator

APPROVED TO AS TO FORM ONLY:

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

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**IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING THE
ACCEPTANCE OF THE DEED OF GIFT FROM ARTHUR
JUSTUS JR AND LORETTA M. WALKER TO BUCHANAN
COUNTY, VIRGINIA, COUNTY ROAD NUMBER 2450, (ROAD
EXTENSION) LOCATED IN THE KNOX MAGISTERIAL
DISTRICT AND AUTHORIZE THE CHAIRMAN, COUNTY
ADMINISTRATOR TO EXECUTE THE DEED OF GIFT WITH
APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution regarding the acceptance of the Deed of Gift from Arthur Justus Jr and Loretta M. Walker to Buchanan County, Virginia, county road number 2450, (road extension) located in the Knox Magisterial District and authorize the chairman, county administrator to execute the Deed of Gift with approval as to form by the county attorney.

RESOLUTION

IN RE: ACCEPTANCE OF DEED OF GIFT FROM ARTHUR JUSTUS, JR. AND LORETTA M. WALKER TO BUCHANAN COUNTY, VIRGINIA REGARDING JUSTUS ROAD (EXTENSION), COUNTY ROAD NUMBER 2450

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto between Arthur Justus, Jr. and Loretta M. Walker and Buchanan County, Virginia and authorized, G. Roger Rife, 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 4th day of November, 2024 by a roll call vote of seven for and zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT, made and entered into on this the 4th day of November, 2024, by and between **ARTHUR JUSTUS JR and LORETTA M. WALKER** hereinafter sometimes referred to as “**GRANTORS**”, and **BUCHANAN COUNTY, VIRGINIA**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “**GRANTEE**”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

WITNESSETH:

WHEREAS, the Grantee wishes to maintain a road with turn around which is a part of the public road in the Knox Magisterial District for the traveling public, namely Justus Road (extension), County Road #2450; and

WHEREAS, the Grantors desire to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way for a road with turn around which is part of the public road known as Justus Road (extension), County Road #2450; and

NOW THEREFORE, for and in consideration of promoting the public interest by providing a road with turn around which is part of a public road known as Justus Road (extension), County Road #2450 for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Knox Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

Property to be conveyed for roadway:

BEGINNING at a point in the centerline of the existing Justus rd. (centerline station 19+91.22), thence with the said centerline S 87-44-19 E 28.67', thence a curve to the left (chord bearing N 78-33-46 E 71.45'), thence N 64-51-50 E 45.56' to end at sta. 21+37.58 and containing 3027.20 sq. ft. (0.07 acres).

Property to be conveyed for turning area:

BEGINNING at a point 10.00' distant from and perpendicular to centerline station 21+37.58 and being in the North right of way, thence N 64-51-50 E 20.00', thence S 25-08-10 E 30.00', thence S 64-51-50 W 20.00', thence N 25-08-10 W 30.00' to the beginning and containing 600.00 sq. ft. (0.014 acres).

Source and title for grantors: Arthur Justus Jr acquired a portion of the land affected by this right-of-way deed by a deed recorded on Instrument #220001029 and Instrument #220001030 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel #082 and #085 on Tax Map #2HH-041.

Source and title for grantors: Loretta M. Walker acquired a portion of the land affected by this right-of-way deed by a deed recorded on Instrument #160001550 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel #104-A on Tax Map #2HH-041.

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

Included in this deed of conveyance is the right and easement to construct, improve,

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

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

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

There is hereby excepted and reserved from the operation of this conveyance such of the coal, oil, minerals, rights, privileges, etc., as may have been heretofore sold or excepted from said land by prior owners. Additionally, this conveyance is subject to all exceptions, limitations or conditions contained in any document which constitutes a muniment of title to the property being conveyed herein and that have been heretofore been recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia.

That on the 4th day of November, 2024, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

WITNESS the following signatures and seals

GRANTORS:

BY: _____

Arthur Justus Jr

BY: _____

Loretta M. Walker

**ACCEPTED BY:
BUCHANAN COUNTY, VIRGINIA**

BY: _____ (SEAL)

GARY ROGER RIFE, Chairman of the Buchanan County, VA
Board of Supervisors

ATTEST:

ROBERT C. HORN, County Administrator

APPROVED TO AS TO FORM ONLY:

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

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**IN RE: CONSIDER REQUESTING THE COAL HAUL ROAD
COMMITTEE TO REVIEW AN EXTENSION OF INDIAN PASS
ROAD OFF OF JOHNSON ROAD LOCATED IN THE
HURRICANE MAGISTERIAL DISTRICT AND PURSUE A
RIGHT-OF-WAY**

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby request the review committee according to the Buchanan County Coal Haul Road Policy to inspect Indian Pass Road located in the Hurricane Magisterial District to be taken into the county road system.

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**IN RE: CONSIDER APPROVING REQUEST #3 FROM BUCHANAN
COUNTY PUBLIC SERVICE AUTHORITY IN THE AMOUNT OF
\$88,751.47 FROM THE COAL HAUL ROAD FY 2024-2025
(VARIOUS INVOICES) TO BE PAID FROM ACCOUNT #05-41080-
7015**

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson and with a roll call vote of five (5) yeas, Craig Stiltner, Jeff Cooper, G. Roger Rife, Lee Dotson, Trey Adkins, zero (0) nays and two (2) abstentions, David Rose and Tim Hess, both stating they are employees of the Buchanan County PSA and are deemed to have a personal interest in transactions in a matter solely involving the PSA pursuant to Va Code Section 2.2 -3112 (A) as such and I shall not participate in or vote on such matter, this board did hereby approve request #3 from Buchanan County Public Service Authority in the amount of \$88,751.47 from the Coal Haul Road FY 2024-2025 (various invoices) to be paid from account #05-41080-7015.

IN RE: CONSIDER SCHEDULING A PUBLIC HEARING FOR JANUARY 6TH, 2025 AT 5:15 P.M. TO HEAR PUBLIC COMMENTS REGARDING THE COUNTY’S PROPOSED ABANDONMENT OF COUNTY ROADS, WHICH IS PURSUANT TO VA. CODE SECTIONS 33.2-914 THROUGH 33.2-926. SAID ROAD BEING POSTED AT THE BEGINNING, MIDDLE AND END OF SAID ROAD FOR SUCH ABANDONMENT

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby approve to schedule a public hearing for **January 6th, 2025 at 5:15 p.m.** to hear public comments regarding the county’s proposed abandonment of the following county roads, which is pursuant to Va. Code sections 33.2-914 through 33.2-926. Said road being posted at the beginning, middle and end of said road for such abandonment:

- Twin Branch Road, county road number 3125 located in the North Grundy Magisterial District;
- Dresden Road, county road number 4158, located in the Hurricane Magisterial District;
- Estep Road/Bridge, county road number 2082, located in the Knox Magisterial District; and
- Redwing Road, county road number 2126, located in the Knox Magisterial District.

IN RE: CONSIDER APPROVING TO REQUEST THE REVIEW COMMITTEE ACCORDING TO THE BUCHANAN COUNTY COAL HAUL ROAD POLICY TO INSPECT TADPOLE ROAD LOCATED IN THE ROCKLICK MAGISTERIAL DISTRICT TO BE TAKEN INTO THE COUNTY ROAD SYSTEM

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby request the review committee according to the Buchanan County Coal Haul Road Policy to inspect Tadpole Road located in the Rocklick Magisterial District to be taken into the county road system.

IN RE: PUBLIC COMMENTS

There were no public comments.

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IN RE: CONSIDER APPROVING REQUEST #1 AND TO ISSUE A CHECK IN THE AMOUNT OF \$143,365.21 FROM THE BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY (PSA) ACCOUNT NUMBER 01-82090-5604-01 FOR THE NEW BUILDING SITE

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner and with a roll call vote of five (5) yeas, Jeff Cooper, Craig Stiltner, Lee Dotson, Trey Adkins, G. Roger Rife, zero (0) nays and two (2) abstentions, David Rose and Tim Hess, both stating they are employees of the Buchanan County PSA and are deemed to have a personal interest in transactions in a matter solely involving the PSA pursuant to Va Code Section 2.2 -3112 (A) as such and I shall not participate in or vote on such matter, this board did hereby approve request #1 and to issue a check in the amount of \$143,365.21 from the Buchanan County Public Service Authority (PSA) account number 01-82090-5604-01 for the new building site.

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IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$41,582.00 TO BUCHANAN COUNTY HEAD START ACCOUNT NUMBER 32070-3000 FOR ONE-TIME FUNDING APPLICATION THAT WAS APPROVED AND AWARDED ON SEPTEMBER 25TH, 2024. THIS FUNDING WILL BE USED TO PURCHASE COPIERS, CLASSROOM SUPPLIES, RECRUITMENT SUPPLIES AND MATERIALS FOR SEVEN CLASSROOMS

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$41,582.00 to Buchanan County Head Start account number 32070-3000 for One-Time Funding Application that was approved and awarded on September 25th, 2024. This funding will be used to purchase copiers, classroom supplies, recruitment supplies and materials for seven classrooms.

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IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING THE RECOMMENDATION OF MARK STEVEN COLEMAN TO THE POSITION OF CHIEF FINANCIAL OFFICER (CFO) OF BUCHANAN COUNTY HEAD START

After a general discussion by the board upon motion by Tim Hess seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig

Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution regarding the recommendation of Mark Steven Coleman to the position of Chief Financial Officer (CFO) of Buchanan County Head Start.

RESOLUTION

IN RE: RECOMMENDATION OF MARK STEVEN COLEMAN TO POSITION OF CFO (CHIEF FINANCIAL OFFICER) OF BUCHANAN COUNTY HEAD START

WHEREAS, Brenda Coleman the former Director of Head Start having retired effective May 31, 2024; and

WHEREAS, Jennifer Ratliff was promoted internally to succeed Brenda Coleman and become the new Director of Head Start effective May 31, 2024; and

WHEREAS, Jennifer Ratliff prior to being promoted to the Director's position had served as the CFO of Head Start and continues to serve in that capacity while a search is conducted for a new CFO; and

WHEREAS, in an effort fill the CFO position with Head Start, Buchanan County has advertised the position in June and July of 2024 in local newspapers having general circulation in Buchanan County; when those efforts did not result in any applicants, the County re-advertised on the County's social media sites and also advertised in the Bluefield and Bristol newspapers; and

WHEREAS, the second round of advertising for the CFO position resulted in two applicants, one being Mark Steven Coleman who is fully qualified based on education, training and work experience; and a second applicant who did not meet the educational requirement of a four-year bachelor's degree, having only an associate's degree in business administration; and

WHEREAS the Board of Supervisors directed the County Administrator, County Attorney and the County CFO to conduct an interview with Mr. Coleman, and said interview was accomplished on October 15, 2024; and

WHEREAS, the interview committee having interviewed Mr. Coleman and finding him qualified, has recommended to the Board of Supervisors that an offer be made to Mr. Coleman; and

WHEREAS, the Board of Supervisors as the Recipient Board of the Buchanan County, Va. Head Start, has made the determination that it is in the best interests of Buchanan County Head Start to make an offer of employment to Mark Steven Coleman to become the next CFO of Buchanan County Head Start, with a starting salary of \$50,000.00, based on his extensive experience and education as supported by his application with supporting materials, including letters of reference; and

WHEREAS the Board of Supervisors now wishes to request as per ACF-PI-06-01, the approval of the Office of Head Start of the Department of Health and Human Services, Philadelphia Regional Office to offer Mark Steven Coleman the position of Chief Financial Officer (CFO) of the Buchanan County, Va. Head Start at a starting salary of \$50,000.00; and

NOW THEREFORE, BE IT RESOLVED, by the Buchanan County, Virginia Board of Supervisors that the Board hereby requests the Head Start Regional Office of Philadelphia, Pa. for approval to offer Mark Steven Coleman the position of CFO of the Buchanan County, Va. Head Start at a starting salary of \$50,000.00 per year, effective upon said approval.

This Resolution is effective the 4th day of November, 2024.

G. Roger Rife, Chairman
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING A
RETENTION INCENTIVE IN THE AMOUNT OF \$725.00 TO
EACH OF THE 36 HEAD START EMPLOYEES FROM AN
EXCESS IN FEDERAL FUNDS RECEIVED**

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution regarding a retention incentive in the amount of \$725.00 to each of the 36 Head Start employees from an excess in federal funds received:

RESOLUTION

WHEREAS, Head Start has excess federal funds due to the position of CFO being open for multiple months and the retirement of one other Head Start employee; and

WHEREAS, Head Start is permitted to use excess federal funds for employee retention incentives; and

WHEREAS, the excess federal funds amount to \$28,097 and

WHEREAS, Head Start is requesting the excess federal funds in the amount of \$28,097 be divided equally among all the Head Start employees, numbering 36, so that each Head Start employee will receive an employee retention incentive in the amount of \$725; and

THEREFORE, BE IT RESOLVED, that the Buchanan County, Va. Board of Supervisors hereby approves Head Start's request for excess federal funds in the amount of \$28,097 be paid equally to all 36 employees of Head Start in the amount of \$725 each as an employee retention incentive.

This resolution was adopted by a roll call vote on the 4th day of November 2024.

Motion made by: Jeff Cooper
Seconded by: Craig Stiltner
David Rose yea
Tim Hess yea
Jeff Cooper yea
Craig Stiltner yea
Trey Adkins yea
Lee Dotson yea
Roger Rife yea

By: _____
Roger Rife, Chairman
Buchanan County, Virginia Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CONSIDER APPROVING THE SUBMISSION OF AN
EDUCATIONAL WAIVER FOR A BUCHANAN COUNTY HEAD
START TEACHER AT TWIN VALLEY #2 HEAD START
PROGRAM**

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby approve the Submission of an Educational Waiver for Sarah Collins, a Buchanan County Head Start teacher at Twin Valley #2 Head Start Program.

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**IN RE: CONSIDER APPROVING REQUEST FROM BUCHANAN
COUNTY SHERIFF'S OFFICE REGARDING THEIR K-9, KILO
AS SURPLUS PROPERTY AND ALLOW CHAD ESTEP TO
PURCHASE KILO AT \$1**

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby approve the request from Buchanan County Sheriff's Office regarding their K-9, Kilo as surplus property and allow Chad Estep to purchase Kilo at \$1.

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IN RE: CONSIDER RATIFYING THE PAYMENT OF TWO (2) INVOICES TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION (INVOICE NO: COAL 000125 IN THE AMOUNT OF \$14,914.44 AND COAL000127 IN THE AMOUNT OF \$265.64) REGARDING THE HURLEY ELEMENTARY/MIDDLE SCHOOL PROJECT

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby ratify the payment of two (2) invoices to the Virginia Department of Transportation (invoice no: COAL 000125 in the amount of \$14,914.44 and COAL000127 in the amount of \$265.64) regarding the Hurley Elementary/Middle School project.

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IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$18,895.00 TO BUCHANAN COUNTY PUBLIC LIBRARY FOR ADDITIONAL STATE AID APPROVED FOR FISCAL YEAR 2024/2025 TO BE ADDED TO THE LIBRARIES CATEGORIES

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$18,895.00 to Buchanan County Public Library for additional state aid approved for fiscal year 2024/2025 to be added to the libraries following categories:

- o 73010-8101, computers in the amount of \$2,000.00
- o 73010-6001, supplies in the amount of \$2,000.00
- o 73010-6012, books in the amount of \$6,895.00
- o 73010-3320, maintenance contracts in the amount of \$8,000.00.

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IN RE: CONSIDER APPROVING BID AND CONTRACT REGARDING THE PURCHASE AND INSTALLATION OF TWO (2) GAS PACKED AC UNITS AND TWO (2) MINI SPLIT SYSTEMS AT THE J.M. BEVINS COMMUNITY CENTER AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Lee Dotson seconded by Craig Stiltner and a roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby approve the bid in the amount of \$174,600.00 from Starnes, Inc. and

Contract regarding the purchase and installation of two (2) gas packed AC Units and two (2) mini split systems for the J.M. Bevins Community Center and authorized the chairman and county administrator to execute the following contract with approval as to form by the county attorney.

CONTRACT

THIS AGREEMENT, made and entered into this the 4th day of November, 2024 by and between **BUCHANAN COUNTY**, a political subdivision of the Commonwealth of Virginia, party of the first part, and **STARNES, 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 purchase and install two (2) Gas Packed AC Units and two (2) mini split systems at the J.M. Bevins Community Center, located at 8668 Slate Creek Road, Grundy, Virginia pursuant to the scope of service contained within the **Invitation to Bid** and make a part of this contract by reference thereto, as **Exhibit “A”** in Buchanan County, a copy of which is attached hereto and made a part hereof by reference. The Contractor shall provide all materials, equipment and labor necessary to complete job of installing the heat pump systems and any and all ventilation pertaining to the heat pump systems.

II

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

A) Performance and Payment Bonds

The Contractor shall upon the signing of this Contract furnish to the Buchanan County Board of Supervisors pursuant to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a PERFORMANCE BOND in the sum of the total awarded Contract amount conditioned upon the faithful performance of the Contract in strict conformity with the plans, specifications and the conditions of the Contract. Also, upon the signing of this Contract, the contractor shall furnish to the Buchanan County Board of Supervisor pursuant

to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a PAYMENT BOND in the sum of the total awarded Contract amount conditioned upon the faithful performance of the Contract in strict conformity with the plans, specifications and the conditions of the Contract. The performance bond and the payment bond shall be for the protection of claimants who have fulfilled their responsibilities of the contract to supply labor or materials to the prime contractor to whom the Contract was awarded, or to any subcontractors, in the prosecution of the work provided for in such Contract; however, nothing herein shall preclude the Contractor from furnishing an alternative form of security pursuant to and in accordance with Section 2.2-4338 of the 1950 Code of Virginia, as amended and approved by the County Attorney. Copies of proposed performance bond and payment bond forms are attached and incorporated into this contract as Exhibit's "B" and "C", respectively.

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 general liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate(s) of Insurance to the County verifying coverage and that the Buchanan County, Va. Board of Supervisors are listed as an additional insured on all insurance policies.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision and direction of Buchanan County or its designated agents or employees. The Contractor **will not subcontract** any of the work described herein without the prior approval of the Buchanan County Board of Supervisors. **The contractor acknowledges that the contractor has been informed that Buchanan County does not want subcontractors used on this project. Further, references to subcontractors in this agreement shall not be applicable.** The Contractor further agrees to notify the County Administrator at least 24 hours before commencing work hereunder.

V

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

VI

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement the sum of \$174,600.00 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 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:

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.

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 or otherwise, 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 in accordance with the provisions of 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

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 (60) business days (weather permitting) after the execution of this Agreement. **Time is of the essence.** However, in the event the contractor is unable to complete said project within sixty (60) business 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/or the modification is in compliance with Va. Code section 2.2-4309.

The Contractor shall not assign his rights or obligations under this Agreement; nor shall the Contractor have any of the work required by this Agreement performed by subcontractors.

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.

XXIII.

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

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

XXIV

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

XXV

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

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

BY: _____
G. Roger Rife, Chairman

Attest:

Robert C. Horn, County Administrator

APPROVED AS TO FORM ONLY:

Lawrence L. Moise III, Esq.
County Attorney

CONTRACTOR: STARNES, INC.
By: _____

_____ 000 _____

IN RE: CONSIDER APPROVING BID AND CONTRACT REGARDING THE NEW ROOFING SYSTEM FOR JM BEVINS COMMUNITY CENTER AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Lee Dotson seconded by David Rose and with the following roll call vote of seven (7) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby approve the bid and the following contract in the amount of \$174,280.00 between Buchanan County, Virginia and LaFerney, Inc. for the removal and installation of a new roof and provide a turn-key job at J. M. Bevins Community Center and authorized the chairman and county administrator to execute the contract with approval as to form by the county attorney.

CONTRACT

THIS AGREEMENT, made and entered into this the 4th day of November, 2024 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part, and **LAFERNEY, 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 remove the old roof and install a new roof and provide a “turn-key” job, which will include materials, labor, equipment, warranty and any miscellaneous materials needed to complete the roof system for the J.M. Bevins Community Center, located at 8668 Slate Creek Road, Grundy, Virginia pursuant scope of services contained within **"THE INVITATION TO BID"** which said Invitation to Bid is made a part of this contract by reference as **Exhibit “A”**.

II

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

III

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

IV

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers' Compensation Act; as well as general liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00; and a Builder’s Risk insurance policy in the amount of \$1,000,000.00 to cover any damages to the structure during the construction process; and shall furnish a Certificate of Insurance to the Board 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.

A) Performance and Payment Bonds

The Contractor shall upon the signing of this Contract furnish to the Buchanan County Board of Supervisors pursuant to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a PERFORMANCE BOND in the sum of the total awarded Contract amount conditioned upon the faithful performance of the Contract in strict conformity with the plans, specifications and the conditions of the Contract. Also, upon the signing of this Contract, the contractor shall furnish to the Buchanan County Board of Supervisor pursuant to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a PAYMENT BOND in the sum of the total awarded Contract amount conditioned upon the faithful performance of the Contract in strict conformity with the plans, specifications and the conditions of the Contract. The performance bond and the payment bond shall be for the protection of claimants who have fulfilled their responsibilities of the contract to supply labor or materials to the prime contractor to whom the Contract was awarded, or to any subcontractors, in the prosecution of the work provided for in such Contract; however, nothing herein shall preclude the Contractor from furnishing an alternative form of security pursuant to and in accordance with Section 2.2-4338 of the 1950 Code of Virginia, as amended and approved by the County Attorney. Copies of proposed performance bond and payment bond forms are attached and incorporated into this contract as Exhibit's "B" and "C", respectively.

V

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

VI

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement the sum of \$174,280.00 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 shall 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 forty-five (45) business days (weather permitting) after the execution of this Agreement. However, in the event the contractor is unable to complete said project within ninety (90) business 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.

XXIII

The Contractor shall provide the following warranties:

On Upper and Lower Roofs:

Remove existing, Ballast, and EPDM and, wet perlite Insulation. Then install 2.5 inches of ISO insulation over existing BUR roof to achieve a total "R" value of at least "R "19.

Install new 50 mil. PVC with 20-year material and labor warranty, and also include 20-year minor third party damage warranty.

Install new 50 Mil. PVC membrane with 20-year material and labor warranty, and also including 20-year minor third party damage warranty.

All existing penetrations to be removed and taken out of roof. Excluding Roof Drains.

Supply and install two new roof hatches.

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

CONTRACTOR: LAFERNEY, INC.

By: _____

_____ 000 _____

IN RE: CONSIDER APPROVING BID AND CONTRACT REGARDING THE PURCHASE AND INSTALLATION OF TWO (2) GAS PACKED AC UNITS AND TWO (2) MINI SPLIT SYSTEMS AT THE RUSSELL PRATER COMMUNITY CENTER AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by David Rose seconded by Lee Dotson and a roll call vote of seven (7) yeas, Tim Hess, David Rose, Lee Dotson, Jeff Cooper, G. Roger Rife, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve the bid in the amount of \$174,600.00 from Starnes, Inc. and the following Contract regarding the purchase and installation of two (2) gas packed AC Units and two (2) mini split systems for the Russell Prater Community Center and authorized the chairman and county administrator to execute the contract with approval as to form by the county attorney.

CONTRACT

THIS AGREEMENT, made and entered into this the 4th day of November, 2024 by and between **BUCHANAN COUNTY**, a political subdivision of

the Commonwealth of Virginia, party of the first part, and **STARNES, 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 purchase and install two (2) Gas Packed AC Units and two (2) mini split systems at the Russell Prater Community Center, located at 8433 Lovers Gap Road, Vansant, Virginia pursuant to the scope of service contained within the Invitation to Bid and make a part of this contract by reference thereto, as **Exhibit “A”** in Buchanan County, a copy of which is attached hereto and made a part hereof by reference. The Contractor shall provide all materials, equipment and labor necessary to complete job of installing the heat pump systems and any and all ventilation pertaining to the heat pump systems.

II

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

B) Performance and Payment Bonds

The Contractor shall upon the signing of this Contract furnish to the Buchanan County Board of Supervisors pursuant to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a PERFORMANCE BOND in the sum of the total awarded Contract amount conditioned upon the faithful performance of the Contract in strict conformity with the plans, specifications and the conditions of the Contract. Also, upon the signing of this Contract, the contractor shall furnish to the Buchanan County Board of Supervisor pursuant to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a PAYMENT BOND in the sum of the total awarded Contract amount conditioned upon the faithful performance of the Contract in strict conformity with the plans, specifications and the conditions of the Contract. The performance bond and the payment bond shall be for the protection of claimants who have fulfilled their responsibilities of the contract to supply labor or materials to the prime contractor to whom the Contract was awarded, or to any subcontractors, in the prosecution of the work provided for in such

Contract; however, nothing herein shall preclude the Contractor from furnishing an alternative form of security pursuant to and in accordance with Section 2.2-4338 of the 1950 Code of Virginia, as amended and approved by the County Attorney. Copies of proposed performance bond and payment bond forms are attached and incorporated into this contract as Exhibit's "B" and "C", respectively.

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 general liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate(s) of Insurance to the County verifying coverage and that the Buchanan County, Va. Board of Supervisors are listed as an additional insured on all insurance policies.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision and direction of Buchanan County or its designated agents or employees. The Contractor **will not subcontract** any of the work described herein without the prior approval of the Buchanan County Board of Supervisors. **The contractor acknowledges that the contractor has been informed that Buchanan County does not want subcontractors used on this project. Further, references to subcontractors in this agreement shall not be applicable.** The Contractor further agrees to notify the County Administrator at least 24 hours before commencing work hereunder.

V

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

VI

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement the sum of **\$174,600.00** 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 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:

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.

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 or otherwise, 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 in accordance with the provisions of 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

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 (60) business days (weather permitting) after the execution of this Agreement. **Time is of the essence.** However, in the event the contractor is unable to complete said project within sixty (60) business 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/or the modification is in compliance with Va. Code section 2.2-4309.

The Contractor shall not assign his rights or obligations under this Agreement; nor shall the Contractor have any of the work required by this Agreement performed by sub-contractors.

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.

XXIII.

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

- 7) The Contractor has a good title to the heat pump units and any other materials installed conveyed and has the right to transfer them; and
- 8) The heat pump units and any other materials installed sold hereunder are fit and merchantable for the ordinary purposes for which such goods are used; and
- 9) The heat pump units and any other materials installed is free of any defect in material and/or workmanship; and
- 10) That the heat pump units and any other materials installed sold hereunder shall be delivered free from any security interest or other lien or encumbrance; and
- 11) The goods sold hereunder conform to the description and specifications set forth in the specification incorporated into the Invitation to Bid herein, which resulted in the award of this contract.
- 12) In addition to any applicable manufacturer's warranty, the Contractor warrants for a one-year period all labor, the heat pump units, parts and materials delivered and installed by the Contractor pursuant to this contract; and further warrants a Five (5) year warranty on the compressors, and a ten-year warranty on the heat exchanger.

XXIV

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

XXV

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

by either statutory or common law that may be applicable and/or any other contractual provision set forth herein.

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

BY: _____
G. Roger Rife, Chairman

Attest:

Robert C. Horn, County Administrator

APPROVED AS TO FORM ONLY:

Lawrence L. Moise III, Esq.
County Attorney

CONTRACTOR: STARNES, INC.
By: _____

_____ 000 _____

**IN RE: CONSIDER APPROVING BID AND CONTRACT REGARDING
THE NEW ROOFING SYSTEM FOR RUSSELL PRATER
COMMUNITY CENTER AND AUTHORIZE THE CHAIRMAN
AND COUNTY ADMINISTRATOR TO EXECUTE THE
CONTRACT WITH THE APPROVAL AS TO FORM BY THE
COUNTY ATTORNEY**

After a general discussion by the board upon motion by David Rose seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Trey Adkins, David Rose, Craig Stiltner, Lee Dotson, Jeff Cooper Tim Hess, G. Roger Rife and zero (0) nays, this board did hereby approve the bid and the following Contract in the amount of \$206,920.00 between Buchanan County, Virginia and LaFerney, Inc. for the removal and installation of a new roof and provide a turn-key job at Russell Prater Community Center and authorized the chairman and county administrator to execute the contract with approval as to form by the county attorney.

CONTRACT

THIS AGREEMENT, made and entered into this the 4th day of November, 2024 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part, and **LAFERNEY, 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 remove the old roof and install a new roof and provide a “turn-key” job, which will include materials, labor, equipment, warranty and any miscellaneous materials needed to complete the roof system for the Russell Prater Community Center, located at 8433 Lovers Gap Road, Vansant, Virginia pursuant scope of services contained within "THE INVITATION TO BID" which said Invitation to Bid is made a part of this contract by reference as **Exhibit “A”**.

II

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

III

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

IV

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers' Compensation Act; as well as general liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00; and a Builder’s Risk insurance policy in the amount of \$1,000,000.00 to cover any damages to the structure during the construction process; and shall furnish a Certificate of Insurance to the Board 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.

A) Performance and Payment Bonds

The Contractor shall upon the signing of this Contract furnish to the Buchanan County Board of Supervisors pursuant to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a PERFORMANCE BOND in the sum of the total awarded Contract amount conditioned upon the faithful

performance of the Contract in strict conformity with the plans, specifications and the conditions of the Contract. Also, upon the signing of this Contract, the contractor shall furnish to the Buchanan County Board of Supervisor pursuant to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a PAYMENT BOND in the sum of the total awarded Contract amount conditioned upon the faithful performance of the Contract in strict conformity with the plans, specifications and the conditions of the Contract. The performance bond and the payment bond shall be for the protection of claimants who have fulfilled their responsibilities of the contract to supply labor or materials to the prime contractor to whom the Contract was awarded, or to any subcontractors, in the prosecution of the work provided for in such Contract; however, nothing herein shall preclude the Contractor from furnishing an alternative form of security pursuant to and in accordance with Section 2.2-4338 of the 1950 Code of Virginia, as amended and approved by the County Attorney. Copies of proposed performance bond and payment bond forms are attached and incorporated into this contract as Exhibit's "B" and "C", respectively.

V

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

VI

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement the sum of \$206,920.00 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 shall 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 forty-five (45) business days (weather

permitting) after the execution of this Agreement. However, in the event the contractor is unable to complete said project within ninety (90) business 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.

XXIII

The Contractor shall provide the following warranties:

On Upper Roof:

Remove existing, Ballast, and EPDM and, wet perlite Insulation. Then install 2.5 inches of ISO insulation over existing BUR roof to achieve a total "R" value of at least "R "19.

Install new 50 mil. PVC with 20-year material and labor warranty, and also include 20-year minor third party damage warranty.

Lower Roofs:

Remove existing Ballast, EPDM, Wet Perlite Insulation, 1" Bur Roof and underlying wet perlite insulation.

Install new 3.3" ISO Insulation to achieve a total "R" value of at least "R "19.

Install new 50 Mil. PVC membrane with 20-year material and labor warranty, and also including 20-year minor third party damage warranty.

All existing penetrations to be removed and taken out of roof. Excluding Roof Drains.

Supply and install two new roof hatches.

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

CONTRACTOR: LAFERNEY, INC.

By: _____

_____ 000 _____

IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS

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

- Additional appropriation in the amount of \$83.47 to the Circuit Court Clerk’s Office, account number 21060-3320;
- Additional appropriation in the amount of \$450.00 to William P. Harris Park (supplies) account number 71040-6022-02;
- Additional appropriation in the amount of \$395.00 to William P. Harris Park account number 71040-7010-02;
- Additional appropriation in the amount of \$6,155.02 to Buchanan County Sheriff’s Office, account number 31020-6009 (vehicle and power equipment);
- Additional appropriation in the amount of \$500.00 to Rocklick District Park and Rec. account number 71040-5604-06.

_____ 000 _____

IN RE: CONSIDER ADOPTING RESOLUTION AUTHORIZING IMPLEMENTATION OF VA CODE SECTION 58.1-3934 (A) AND 58.1-3958

This issue was tabled, no action taken.

_____ 000 _____

IN RE: CONSIDER APPROVING THE CONTRACTOR’S APPLICATION FOR PAYMENT #2 FROM TAFF & FRYE, CO., INC. AND TO ISSUE PAYMENT IN THE AMOUNT OF \$56,962.00 FOR THE DEMOLITION OF J.M. BEVINS ELEMENTARY SCHOOL FROM ACCOUNT NUMBER 71060-7011-02

After a general discussion by the board upon motion by Craig Stiltner seconded by David Rose and with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, Craig Stiltner, Tim Hess, David Rose, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve to issue payment for the Contractor’s Applications for Payment No. 2 from Taff & Frye Co., Inc. regarding J. M. Blevins Elementary School Demolition in the amount of \$56,962.00 from account number 71060-7011-01.

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IN RE: CONSIDER APPROVING VENDOR SERVICE AGREEMENTS

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, Craig Stiltner, Tim Hess, David Rose, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve the following Vendor Service Agreements, with the exception of Verdie Blankenship making revisions to her snow removal contract:

B & B Plowing Denver Barton

Grundy Auto Tim Nickels
Sales

Jackson’s Gearld Jackson
Repairs, Inc.

Verdie Verdie Blankenship
Blankenship

Bobby Taylor Bobby Taylor

The Barker Co. Robert Barker

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IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS AND SET UP NEW ACCOUNTS

G. Roger Rife, Chairman stated we redistrict every ten years in the county and according to the census, we divide each of the seven districts equally by population. So why don’t we do the same thing with the amount of funding we receive for each district?

Craig Stiltner, Rocklick District Supervisor commented are you going to spend your money on just one park, when I have six parks? I have five or six parks and two gymnasiums. I inherited these parks and gymnasiums, stated Mr. Stiltner. My recommendation is that I should get five times what you get for just one park, he stated.

Trey Adkins, Knox District Supervisor stated I agree with Mr. Rife. There are four supervisors that helps fund Grundy High School.

Mr. Rife stated one supervisor gets more than another supervisor.

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

- Rocklick District to (general supplies (\$10,000); festival funds (\$20,000) and youth sports, (\$10,000) in the amount of \$40,000;
- Hurricane District to (youth sports, (\$10,000);
- Knox District to (general supplies (\$10,000) and festival funds (\$20,000) in the amount of \$30,000;
- Garden District to (general supplies (\$10,000); festival funds (\$20,000) and youth sports (\$10,000) in the amount of \$40,000;
- Prater District to (festival funds (\$20,000) and youth sports (\$10,000) in the amount of \$30,000;
- North Grundy District to (general supplies (\$10,000); festival funds (\$20,000) and youth sports, (\$10,000) in the amount of \$40,000;
- South Grundy District to (general supplies (\$10,000); festival funds (\$20,000) and youth sports, (\$10,000) in the amount of \$40,000.

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

Upon a motion by Trey Adkins seconded by Tim Hess and with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, Craig Stiltner, Tim Hess, David Rose, G. Roger Rife, Trey Adkins and zero (0) nays, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711 (A)(8), consultation with legal counsel regarding the purposed resolution authorizing implementation of VA Code Section 58.1-3934 (A) and 58.1-3958.

Motion was made by Trey Adkins to return from closed session seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Trey Adkins, Jeff Cooper, Lee Dotson, David Rose, Tim Hess, G. Roger Rife, Craig Stiltner and zero (0) nays, this board did hereby approve to return from closed session.

This board meeting resumed in open session after being in executive session seventeen (17) minutes.

A motion Craig Stiltner seconded by Lee Dotson with G. Roge Rife, Chairman of the Buchanan County Board of Supervisors announcing during such session the board had also discussed Virginia Code Section, 2.2-3711 (A)(1), a personnel matter regarding park employees.

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

The motion was agreed upon by the following roll call vote of seven (7) yeas, Trey Adkins, David Rose, Jeff Cooper, Tim Hess, G. Roger Rife, Craig Stiltner, Lee Dotson and zero (0) nays.

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IN RE: CONSIDER APPROVING AND ISSUING PAYMENT FOR CONTRIBUTIONS

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

Buchanan County Tourism	\$1,000.00
Buchanan County Youth League Football Assoc.	\$4,000.00
Council Elem./Middle School (Seventh Grade Trip)	\$6,900.00
Council High School (Senior Trip)	\$10,500.00
Davenport Life Saving Crew, Inc.	\$3,500.00

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IN RE: CONSIDER SCHEDULING A PUBLIC HEARING CONCERNING A PROPOSED LEASE OF PROPERTY TO VIRGINIA COALFIELD COALITION INC. THAT WAS DEEDED TO BUCHANAN COUNTY FROM BUCHANAN COUNTY PUBLIC SCHOOLS

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

2nd at 5:30 p.m. to hear public comments concerning a proposed lease of property Deeded to Buchanan County, Virginia on June 3rd, 2024 from Buchanan County Public School and recorded in the Buchanan County Circuit Court as instrument no.: 240000588. The proposed lease would be between Buchanan County, Virginia and the Virginia Coalfield Coalition, Inc. for upgrading the existing wireless communication towers to increase the public's access to the 5g wireless network.

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the Buchanan County Board of Supervisors will conduct a Public Hearing on the 2nd day of December at 5:30 o'clock p.m., in the Board of Supervisors meeting room, 3rd floor of the Buchanan County Government Center at 4447 Slate Creek Road, Grundy, Virginia, to hear public comments concerning a proposed lease of property Deeded to Buchanan County, Virginia on June 3rd, 2024 from Buchanan County Public School and recorded in the Buchanan County Circuit Court as instrument no.: 240000588. The proposed lease would be between Buchanan County, Virginia and the Virginia Coalfield Coalition, Inc. for upgrading the existing wireless communication towers to increase the public's access to the 5g wireless network. The lease is specifically for the property to erect the cell tower and for ingress and egress to said cell tower for maintenance purposes as set forth in said lease agreement.

The proposed lease will both be available for review at the time of the public hearing, and earlier upon request to the Buchanan County Administrator's Office, 4447 Slate Creek Road, Grundy, Virginia. Please contact Sandy Stiltner, 276-935-6508 to make arrangement to obtain a copy of the proposed option to lease.

PLEASE CONDUCT YOURSELF ACCORDINGLY.

Robert Craig Horn, County Administrator

Date

_____ 000 _____

**IN RE: CONSIDER A PAY INCREASE FOR AMY STILTNER, GIS
 COORDINATOR**

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Jeff Cooper, Tim Hess, Trey Adkins, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby approve a \$6,000.00 salary increase for Amy Stiltner, GIS Coordinator.

_____ 000 _____

**IN RE: CONSIDER APPROVING TO ISSUE A CHECK TO PRATER
FIRE DEPARTMENT FOR THE PURCHASE OF A LADDER
TRUCK FOR THE FIRE DEPARTMENT**

After a general discussion by the board upon motion by David Rose seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Jeff Cooper, Tim Hess, Trey Adkins, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby approve to issue a check in the amount of \$75,000 to Prater Fire Department from account number 32020-5604-09 for the purchase of a ladder truck for the fire department.

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**IN RE: CONSIDER APPROVING TO REQUEST BIDS FOR NEW ROOFS
AT BIG ROCK AND HARMAN GYMANISUMS**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Jeff Cooper, Tim Hess, Trey Adkins, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby approve to request bids for new roofs at Big Rock and Harman gymnasiums.

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**IN RE: CONSIDER APPROVING TO KEEP THE THREE WEED
CUTTER FOR EACH DISTRICT INDEFINITELY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Jeff Cooper, Tim Hess, Trey Adkins, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby approve to keep the three (3) weed cutters indefinitely for each district.

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**IN RE: CONSIDER ADOPTING RESOLUTION AUTHORIZING
IMPLEMENTATION OF VA CODE SECTION 58.1-3934 (A) AND
58.1-3958**

Upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Jeff Cooper, Tim Hess, Trey Adkins, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby approve to tabled this resolution. No action taken.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL BUDGET
 APPROPRIATION IN THE AMOUNT OF \$91,200.00 TO
 BUCHANAN COUNTY PUBLIC SCHOOLS EARMARKED FOR
 MAINTENANCE**

After a general discussion by the board upon motion by David Rose seconded by Jeff Cooper and with the following roll call vote of five (5) yeas, David Rose, Jeff Cooper, Tim Hess, G. Roger Rife, Lee Dotson, zero (0) nays and two (2) abstentions, Craig Stiltner, Rocklick District Supervisor and along with Trey Adkins, Knox District Supervisor stating my disclosure required by VA Code Section 2.2-3115(F), it is I deemed I have a personal interest in a company that is doing the work that got the bid for the school system, which is my mother even though I volunteer there and do not earn a salary, I'm going to abstain, this board did hereby approve an additional budget appropriation in the amount of \$91,200.00 to Buchanan County Public Schools earmarked for maintenance.

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**IN RE: CONSIDER ACCEPTING THE RESIGNATION FROM CHRIS
 PACK ON THE BUCHANAN COUNTY PUBLIC SERVICE
 AUTHORITY BOARD AND MAKE AN APPOINTMENT TO THIS
 BOARD FOR THE KNOX MAGISTERIAL DISTRICT**

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson and with the following roll call vote of four (4) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, Jeff Cooper, zero (0) nays and three (3) abstained, G. Roger Rife, David Rose and Tim Hess, this board did hereby accept the resignation from Chris Pack on the Buchanan County Public Service Authority (PSA) Board of Directors for the Knox Magisterial District and appointed Trey Adkins to fill the unexpired term of Mr. Pack with a term ending January 31st, 2026.

G. Roger Rife, Chairman stated he didn't think a supervisor should ever serve on the PSA Board.

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**IN RE: CONSIDER APPROVING INVOICE TO LENOWISCO
 PLANNING DISTRICT COMMISSION FOR THE SOUTHWEST
 VIRGINIA LEGISLATIVE RECEPTION**

After a general discussion by the board upon motion by David Rose seconded by Tim Hess and with the following roll call vote of seven (7) yeas, Jeff Cooper, Tim Hess, Trey Adkins, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby approve the invoice in the amount of \$3,500.00 to LENOWISCO Planning District Commission for the Southwest Virginia Legislative Reception.

IN RE: ADJOURNMENT

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