

## MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on the 2<sup>nd</sup> day of December 2024 starting at 5:00 o'clock p.m. in the Board of Supervisors Meeting Room, 3<sup>rd</sup> 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: CONSIDER APPROVING CONSENT AGENDA**

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, 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 November 4<sup>th</sup>, 2024.
- b. Consider ratifying payroll after review.
- c. Consider ratifying the payment of bills by Resolution adopted on January 8<sup>th</sup>, 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:
  - Billy Swiney (1 claim)
  - Chris Waters (1 claim)
  - Cody Owens (2 claims)
  - Jeremy Clevinger (2 claims)
  - Randall Johnson (1 claim)
  - Michael Viars (1 claim)
  - Justin David (3 claims)
  - Anthony Hensley (2 claims)
  - Anthony Blankenship (2 claims)
  - William Rawlins (1 claim)

- Cody Johnson (1 claim)
- Caleb Hess (2 claims)
- Zachary Wimmer (1 claim)
- Johnny Viars (1 claim)
- Buckey Looney (1 claim)
- Sam Looney (1 claim)
- Tara Lester (2 claims)
- Gene Boyd (1 claim)
- Charles Joseph, Sr. (1 claim)
- Jacob Grizzle (1 claim)

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**IN RE: PUBLIC COMMENTS**

Darrell Owens, resident in the South Grundy Magisterial District requested the board to consider converting the abandoned road at the top of Little Prater into an area for wildlife enthusiasts. This part of the Little Prater Road that was closed several years ago could be an area for hiking, biking, running and walking.

Robert C. Horn, County Administrator stated it was route 3200 that has been closed for several years after it was no longer needed due to the development of new State Route 604/744 and other roads developed in the Southern Gap Development area.

Marcus Stiltner, Coal Haul Road Engineer stated route 3200 wasn't abandoned it was just closed.

Mr. Owens stated that route 3200 is close to the new high school under construction, Poplar Gap Park and Southern Gap Outdoor Adventures.

I like this ideal; I used to run that area a lot, stated Craig Stiltner, Rocklick District Supervisor. I don't think anything will hinder us from doing this, he stated.

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**IN RE: CONSIDER APPROVING THE INVOICE IN THE AMOUNT OF \$20,175.48 FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR CST PROJECT (RT. 80 PIPE REPLACEMENT AND DRAINAGE ROUTE 645 AT INTERSECTION 700-VA013) FROM COAL HAUL ROAD FUNDS AND TO ISSUE A CHECK FOR THE INVOICE FROM ACCOUNT NUMBER CST 05-41080-7012**

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, Craig Stiltner, Trey Adkins, Jeff Cooper, Tim Hess, David Rose, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby approve the invoice in the amount of \$20,175.48 from the Virginia Department of Transportation for CST project (Rt. 80 pipe replacement and drainage

Route 645 at intersection 700-VA013) from coal haul road funds and to issue a check for the invoice from account number CST 05-41080-7012.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$30,878.42 TO BUCHANAN COUNTY SHERIFF’S OFFICE FOR ADDITIONAL PAY FOUR ON-CALL INVESTIGATORS WHO ARE SCHEDULED FOR 128 HOURS PER WEEK TO THE FOLLOWING ACCOUNTS AND RETROACTIVE TO JULY 1<sup>ST</sup>, 2024**

Allen Boyd, Sheriff stated there is a correction to the letter that was sent to the board. There are only three (3) On-Call Investigators who are scheduled for 128 hours per week.

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, Craig Stiltner, Trey Adkins, Jeff Cooper, Tim Hess, David Rose, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby an additional appropriation in the amount of \$30,878.42 to Buchanan County Sheriff’s Office for additional pay three On-Call Investigators who are scheduled for 128 hours per week to the following accounts and retroactive to July 1<sup>st</sup>, 2024:

- Account number 31020-1150 (salary and wages) in the amount of \$24,000.00.
- Account number 31020-2100 (FICA) in the amount of \$1,836.00.
- Account number 31020-2210 (retirement) in the amount of \$4,759.22.
- Account number 31020-2400 (group life) in the amount of \$283.20.

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**IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING THE ACCEPTANCE OF THE DEED OF GIFT FROM BETHLEHEM OLD REGULAR BAPTIST CHURCH NAMELY, JIM BLANKENSHIP, DANIEL STILTNER, STEWARD STILTNER, WALTER SHEETS, CHRISTOPHER RYAN MAYS AND JENNIFER DEEL MAYS, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA FOR BETHLEHEM CHURCH ROAD, LOCATED IN THE ROCKLICK 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 Craig Stiltner seconded by David Rose 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) nays, this board did hereby adopt the Resolution regarding the acceptance of the Deed of Gift from Bethlehem Old Regular Baptist Church namely, Jim Blankenship, Daniel Stiltner, Steward Stiltner, Walter Sheets, Christopher Ryan Mays and Jennifer Deel Mays,

husband and wife to Buchanan County, Virginia for Bethlehem Church Road, located in the Rocklick Magisterial District and authorized 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 TRUSTEES OF THE BETHLEHEM OLD REGULAR BAPTIST CHURCH NAMELY, JIM BLANKENSHIP, DANIEL STILTNER, STEWART STILTNER, WALTER SHEETS, CHRISTOPHER RYAN MAYS AND JENNIFER DEEL MAYS, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA REGARDING BETHLEHEM CHURCH ROAD**

**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 Bethlehem Old Regular Baptist Church namely, Jim Blankenship, Daniel Stiltner, Stewart Stiltner, Walter Sheets, Christopher Ryan Mays and Jennifer Deel Mays, Husband and Wife 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 2<sup>nd</sup> day of December 2024 by a roll call vote of seven for and zero against.

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

ATTEST:

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Robert Craig Horn, County Administrator

**THIS DEED OF GIFT**, made and entered into on this the 2<sup>nd</sup> day of December 2024, by and between the **TRUSTEES OF THE BETHLEHEM OLD REGULAR BAPTIST CHURCH**, namely, **JIM BLANKENSHIP, DANIEL STILTNER, STEWART STILTNER, WALTER SHEETS, and CHRISTOPHER RYAN MAYS and JENNIFER DEEL MAYS**, husband and wife, 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 Grantors own the property identified on Exhibit 'A' and Exhibit 'B' which are attached and made part of this agreement by incorporation by reference upon which the waterline structures are to be located; and

**WHEREAS**, the Grantors have agreed to convey by gift, a permanent right-of-way and easement upon and across the land and property of the Grantors along Bethlehem Church Road for the purpose of constructing, operating, maintaining, adding to, altering, or replacing present or future waterline or waterline structures, including the right of egress and ingress to same; Also included in this right-of-way conveyance is the right for the Grantee and their agents to inspect, cut, clear, and remove all undergrowth and other obstructions in and along the waterline and waterline structures that may in any way endanger or interfere with the proper use of same; and

**NOW THEREFORE**, for and in consideration of the benefit to be derived by the general public from this gift, the Grantors do hereby give, grant, and convey, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, unto the said Grantee, its successors and assigns, the following described perpetual right-of-way and easement, being a portion of the same property which was 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:**

**BETHLEHEM OLD REGULAR BAPTIST CHURCH - PUMP STATION**

Beginning at an iron pin having a NAD 83 Virginia South State Plane Coordinate of, Northing: 3648489.22 and Easting: 10420552.68 also have a reference line from a utility pole near the Bethlehem Old Regular Baptist Church having a bearing of S 70°32'36" W and a distance of 352.93, thence S 01°52'49" E a distance of 16.00' to an iron pin; thence S 88°07'11" W a distance of 16.00' to an iron pin; thence N 01°52'49" W a distance of 16.00' to an iron pin; thence N 88°07'11" E a distance of 16.00' to an iron pin; which is the point of beginning, having an area of 256.0 Square Feet, 0.006 Acres.

**CHRISTOPHER R, MAYS & JENNIFER MAYS DEEL - PRESSURE TANK VAULT**

Beginning at an iron pin with a NAD 83 Virginia South State Plane Coordinate of, Northing: 3647734.77 and Easting: 10418079.86; thence S 16°43'34" E a distance of 15.00' to an iron pin; thence S 73°16'26" W a distance of 15.00' to an iron pin; thence N 16°43'34" W a distance of 15.00' to an iron pin; thence N 73°16'26" E a distance of 15.00' to an iron pin; which is the point of beginning, having an area of 225.0 Square Feet, 0.005 Acres

Source and title for grantors: Bethlehem Old Regular Baptist Church acquired a portion of the land affected by this right-of-way deed by a deed recorded on Deed Book 283 Page 732 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 #060 Tax Map #2HH-218.

Source and title for grantors: Christopher Ryan Mays and Jennifer Deel Mays, husband and wife, acquired a portion of the land affected by this right-of-way deed by a deed recorded as Instrument No. 120001727 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 #051 Tax Map #2HH-218.

**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 by the execution of this instrument acknowledges that the plans for the aforesaid projects as they affect the Grantors property have been fully explained to him or his authorized representative.

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 Grantors will execute such other and further assurances of title as may be requisite. The Grantors further covenant that they own all of the rights conveyed herein and that there are no other persons who need to sign this Deed to convey such rights.

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 heretofore been recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia.

That on the 2<sup>nd</sup> day of December, 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.

**IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING THE ACCEPTANCE OF THE DEED OF GIFT FROM AUSTIN WADE AND KIRSTEN NICOLE ELSWICK, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA, SONGBIRD ROAD (EXTENSION), COUNTY ROAD NUMBER 2246, LOCATED IN THE ROCKLICK 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 Craig Stiltner seconded by Jeff Cooper 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 adopting the Resolution regarding the acceptance of the Deed of Gift from Austin Wade and Kirsten Nicole Elswick, Husband and Wife to Buchanan County, Virginia, Songbird Road (extension), county road number 2246, located in the Rocklick Magisterial District and authorized 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 AUSTIN WADE AND KIRSTEN NICOLE ELSWICK, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA REGARDING SONGBIRD ROAD (EXTENSION), COUNTY ROAD NUMBER 2246**

**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 Austin Wade and Kirsten Nicole Elswick, Husband and Wife 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 2<sup>nd</sup> day of December, 2024 by a roll call vote of seven for and zero against.

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

ATTEST:

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Robert Craig Horn, County Administrator

**THIS DEED OF GIFT**, made and entered into on this the 2<sup>nd</sup> day of December, 2024, by and between **AUSTIN WADE ELSWICK AND KIRSTEN NICOLE ELSWICK, husband and wife**, 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 Rocklick Magisterial District for the traveling public, namely Songbird Road (extension), County Road #2246; 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 Songbird Road (extension), County Road #2246; 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 Songbird Road (extension), County Road #2246 for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Rocklick Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

**Property to be conveyed:**

Beginning at a point in the Westerly edge of an existing right of way, said point being 7.22' distant from and radial to centerline station 14+49.06, thence with the said right of way N 25-37-24 E 31.21' (said point being at the intersection of the said right of way and a point in the Northerly right of way of the proposed extension at centerline station 14+74.77), thence with the said northerly right of way a curve to the right (chord bearing S 84-49-27 E 30.23'), thence S 64-22-36 E 7.10', thence S 25-37-24 W 20.00' to a point in the Southerly right of way of the proposed extension, thence N 64-22-36 W 7.10', thence a curve to the left (chord bearing S 72-54-44 W 33.18') to a point of intersection in the grantee's property line, thence with the said property line N 53-53-00 W 4.01' to the beginning and containing 832.10 sq. ft. (0.019 acres).

Turning Area

Beginning at a point in the Northerly right of way of the proposed extension and radial to centerline station 14+79.11, thence N 24-03-41 E 19.41', thence S 65-56-19 E 20.00', thence S 24-03-41 W 12.83' to a point in the Northerly right of way radial to centerline station 14+95.72, thence with the said right of way to the beginning and containing 305.00 sq. ft. (0.007 acres).



Source and title for grantors: Austin Wade Elswick and Kirsten Nicole Elswick acquired a portion of the land affected by this right-of-way deed by a deed recorded on Instrument # 230001340 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 #051 Tax Map #2HH-237.

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 2<sup>nd</sup> day of December, 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.

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**IN RE:            CONSIDER APPROVING AN AMENDMENT TO THE  
                      BUCHANAN COUNTY ROAD AND BRIDGE POLICY**

Trey Adkins, Knox District Supervisor asked if a business could be considered as one of three occupied dwellings according to the Buchanan County Road and Bridge Policy? One person that owns a dwelling owns a garage for his business. There are three different properties. There's no bridges on the roadway, he stated.

L. Lee Moise, County Attorney stated the board can make an amendment to the policy which would require an majority vote of the board. By the current policy, a dwelling is considered a home or residence. The board can vote to allow a business to be considered as a dwelling, he stated.

G. Roger Rife, Chairman stated the board has went from three landowners to three occupied dwellings, which allows a trailer park eligible to be paved. We might as well pave everybody's driveway in the county, he voiced.

Mr. Adkins made a motion to amend the Buchanan County Road and Bridge Policy to allow an active business to be considered as one of the three occupied dwellings, Lee Dotson seconded the motion.

Craig Stiltner, Rocklick District Supervisor stated the board really doesn't have to do that, there's three occupied dwellings and all you need is four votes out of the seven here. Current policy states three occuppies dwellings needs a majority vote, he stated.

Mr. Rife stated this is going to open up an issue with other businesses wanting their roads paved. The county already has over 700 road in the county road system.

Last month the board talked about spending open \$2 to \$3 million on Little Prater Road, stated Mr. Adkins. I won't vote to spend \$2 or more on this project, he commented. Each district gets \$146,000 in the Coal Haul Road Plan for each year.

Jeff Cooper, Garden District Supervisor asked how many feet needs to be paved to these two homes and the business?

Marcus Stiltner, Coal Haul Road Engineer stated approximately 400 to 500 feet.

Craig Stiltner asked how needs to be done on the 400 to 500 feet?

The pavement is good, but that area of the road needs a guardrail, stated Mr. Adkins.

So, you'll pay for that guardrail out of your highways, streets and bridges account, asked Craig Stiltner.

Yes, I will, stated Mr. Adkins.

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with a roll call vote of six (6) yeas, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, Jeff Cooper and one (1) nay, G. Roger Rife, this board did hereby approve to amend the Buchanan County Road and Bridge Policy to allow an active business to be considered as one of the three occupied dwellings on Wrecker Road, located in the Knox Magisterial District.

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**IN RE: GENERAL DISCUSSION REGARDING AN AGREEMENT  
PAYMENT OF CDL TRAINING AND EXPENSES AGREEMENT**

Craig Stiltner, Rocklick District Supervisor suggested paying for county employees to go and get their CDL's.

Jeff Cooper, Garden District Supervisor stated county employees that attends the CDL classes should be required to sign an agreement that they remain in the employment of the county for a period of at least two years following the completion of the CDL training or they will be responsibly to pay the county back for the classes.

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**IN RE: CONSIDER APPROVING THE MUTUAL AID AND  
COOPERATION AGREEMENT FOR LAW ENFORCEMENT  
SERVICES FOR RUSSELL COUNTY AND BUCHANAN  
COUNTY, VIRGINIA AND AUTHORIZES THE CHAIRMAN TO  
EXECUTE THE AGREEMENT WITH APPROVAL AS TO FORM  
BY THE COUNTY ATTORNEY**

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, G. Roger Rife, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, Jeff Cooper and zero (0) nays, this board did hereby approve the Mutual Aid and Cooperation Agreement for Law Enforcement Services by and between Buchanan County and Russell County, Virginia, the Sheriff of Russell County and Sheriff of Buchanan County and authorized the chairman to execute the agreement on behalf of Buchanan County, Virginia. A copy of this agreement is located in the Buchanan County Administrator's Office for review.

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**IN RE: PUBLIC HEARING – 5:30 p.m. TO HEAR PUBLIC COMMENTS CONCERNING A PROPOSED LEASE OF PROPERTY BY AND BETWEEN BUCHANAN COUNTY, VIRGINIA AND THE VIRGINIA COALFIELD COALITION, INC. FOR THE UPGRADE OF EXISTING WIRELESS COMMUNICATION TOWERS**

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

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

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**IN RE: CONSIDER APPROVING THE PROPOSED LEASE OF PROPERTY BY AND BETWEEN BUCHANAN COUNTY, VIRGINIA AND THE VIRGINIA COALFIELD COALITION, INC. FOR THE UPGRADE OF EXISTING WIRELESS COMMUNICATION TOWERS AND AUTHORIZE THE CHAIRMAN, COUNTY ADMINISTRATOR TO EXECUTE THE LEASE WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, G. Roger Rife, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, Jeff Cooper and zero (0) nays, this board did hereby approve the Lease Agreement by and between Buchanan County, Virginia and the Virginia Coalfield Coalition, Inc. to lease space for a new cell tower in front of the Twin Valley Elementary/Middle School to facilitate the upgrade of existing wireless communication tower system and authorized the chairman, county administrator to execute the lease with approval as to form by the county attorney.

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**IN RE: CONSIDER RATIFYING THE RESOLUTION DECLARING THE LOCAL EMERGENCY AND BAN ON STARTING FIRES ON PUBLIC AND PRIVATE PROPERTY, DUE TO EXTREMELY DRY CONDITIONS ON NOVEMBER 8<sup>TH</sup>, 2024**

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, G. Roger Rife, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, Jeff Cooper and zero (0) nays, this board did hereby ratify the following Resolution Declaring the Local Emergency and ban on starting fires on public and private property, due to extremely dry conditions on November 8<sup>th</sup>, 2024.

**RESOLUTION**

**IN RE: RATIFY THE DECLARATION OF LOCAL EMERGENCY  
ON NOVEMBER 8, 2024**

WHEREAS, on November 8, 2024 at 10:15 a.m., Robert Craig Horn, Buchanan County Emergency Management Director, pursuant to the authority of Virginia Code section 44-146.21 and Va. Code section 15.2-922.1, declared a local emergency and ban on starting fires on public and private property due to ongoing wildfires and extremely dry conditions; and

THEREFORE, BE IT RESOLVED, by the Buchanan County Board of Supervisors that such declaration of a local emergency is confirmed and ratified pursuant to Section 44-146.21 of the 1950 Code of Virginia, as amended.

This Resolution was ratified and adopted by the Buchanan County Board of Supervisors on this the 2<sup>nd</sup> day of December, 2024.

Recorded Vote:

Moved: Craig Stiltner  
Seconded: Tim Hess  
Yeas: Seven  
Nays: Zero

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

ATTEST:

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Robert Craig Horn, County Administrator

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**IN RE: CONSIDER ADOPTING THE RESOLUTION ENDING THE  
DECLARATION OF A LOCAL EMERGENCY**

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, G. Roger Rife, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution ending the Declaration of Local Emergency:

**RESOLUTION**

**IN RE: ENDING DECLARATION OF LOCAL EMERGENCY  
ON NOVEMBER 8<sup>th</sup>, 2024**

**THAT WHEREAS**, on November 8<sup>th</sup>, 2024 the Emergency Services Directors declared a local emergency imposing a ban on open burning effective as a result of the extreme dry conditions due to the lack of precipitation; and

**WHEREAS**, the circumstances supporting the local emergency ended on the 2<sup>nd</sup> day of December, 2024; and

**NOW THEREFORE, BE IT RESOLVED**, by the Buchanan County Board of Supervisors that such declaration of a local emergency is declared concluded on the 2<sup>nd</sup> day of December, 2024. Accordingly, the ban on open burning is hereby ended.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 2<sup>nd</sup> day of December, 2024.

Recorded Vote:

Moved: Tim Hess  
Seconded: Lee Dotson  
Yeas: Seven  
Nays: Zero

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

ATTEST:

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Robert Craig Horn, County Administrator

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**IN RE:            CONSIDER APPROVING BID AND CONTRACT REGARDING THE NEW PVC ROOFING SYSTEM INCLUDING GUTTERS AND DOWN SPOUTS AND PROVIDE A “TURN-KEY” JOB FOR BIG ROCK GYMNASIUM 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 Craig Stiltner seconded by Lee Dotson and with the following roll call vote of seven (7) yeas, G. Roger Rife, Tim Hess, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, Jeff Cooper and zero (0) nays, this board did hereby approve the bid and following Contract in the amount of \$81,350.00 between Buchanan County, Virginia and LaFerney Commercial Roofing, Inc. to furnish and install a new PVC Roofing System, which will include materials, labor, equipment, warranty and any miscellaneous materials needed to complete the new roof system at the Big Rock Gymnasium and authorized the chairman and county administrator to execute the contract with approval as to form by the county attorney. Also, approved an additional appropriation in the amount of \$81,350.00 to General Properties account number 01-43020-3310 (repair and maintenance).

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 2<sup>nd</sup> day of December, 2024 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth**

of Virginia, party of the first part, and **LAFERNEY COMMERCIAL ROOFING, 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 furnish and install a new PVC Roofing System including gutters and down spouts and provide a “turn-key” job, which will include materials, labor, equipment, warranty and any miscellaneous materials needed to complete the new roof system for the Big Rock Gymnasium located at 1058 School House Road, Big Rock, 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.

## 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.

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement the sum of **\$81,350.00** 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 forty-five (45) 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:**

Provide twenty (20) years manufactures material and labor warranty;

Provide twenty (20) years warranty to cove minor third-party damage.

**EXECUTED IN DUPLICATE ORIGINALS.**

**WITNESS** the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_

G. Roger Rife, Chairman

ATTEST:

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

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

**IN RE:            CONSIDER APPROVING BID AND CONTRACT REGARDING  
THE NEW PVC ROOFING SYSTEM INCLUDING GUTTERS AND  
DOWN SPOUTS AND PROVIDE A “TURN-KEY” JOB FOR  
HARMAN GYMNASIUM 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 Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Craig Stiltner, Tim Hess, Jeff Cooper, David Rose, Trey Adkins, G. Roger Rife, Lee Dotson and zero (0) nays, this board did hereby approve the bid and contract in the amount of \$81,780.00 between Buchanan County, Virginia and LaFerney Commercial Roofing, Inc. to furnish and install a new PVC Roofing System, which will include materials, labor, equipment, warranty and any miscellaneous materials needed to complete the new roof system at Harman Gymnasium and authorized the chairman and county administrator to execute the contract with approval as to form by the county attorney. Also, approved an additional appropriation in the amount of \$81,780.00 to General Properties account number 01-43020-3310 (repair and maintenance).

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 2<sup>nd</sup> day of December, 2024 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part, and **LAFERNEY COMMERCIAL ROOFING, 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 furnish and install a new PVC Roofing System including gutters and down spouts and provide a “turn-key” job, which will include materials, labor, equipment, warranty and any miscellaneous materials needed to complete the new roof system for the Harman Gymnasium located at 2327 Bull 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.

## 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 **\$81,780.00** 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 forty-five (45) 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:**

Provide twenty (20) years manufactures material and labor warranty;

Provide twenty (20) years warranty to cove minor third-party damage.

**EXECUTED IN DUPLICATE ORIGINALS.**

**WITNESS** the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_

G. Roger Rife, Chairman

ATTEST:

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

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

**IN RE:            CONSIDER APPROVING BID AND CONTRACT REGARDING  
THE PURCHASE AND REPLACEMENT OF AN OUTDOOR  
HEAT PUMP UNIT FOR THE BUCHANAN COUNTY HEALTH  
DEPARTMENT 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, Jeff Cooper, David Rose, Lee Dotson, Trey Adkins, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby approve the bid in the amount of \$19,800.00 from Starnes, Inc. and the following Contract by and between Starnes, Inc. and Buchanan County regarding the purchase and replacement of an outdoor heat pump unit for the Buchanan County Health Department and authorized the chairman and county administrator to execute the contract with the approval as to form by the county attorney.

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 2<sup>nd</sup> day of December, 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 replacement of an outdoor heat pump unit for the Buchanan County Health Department, located at 1051 Rosebud 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 the job of installing the outdoor heat pump unit.

## 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 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 \$19,800.00 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:

- 1) The Contractor has a good title to the outdoor heat pump unit and any other materials installed conveyed and has the right to transfer them; and
- 2) The outdoor heat pump unit and any other materials installed sold hereunder are fit and merchantable for the ordinary purposes for which such goods are used; and
- 3) The outdoor heat pump unit and any other materials installed is free of any defect in material and/or workmanship; and
- 4) That the outdoor heat pump unit 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 unit parts and materials delivered and installed by the Contractor pursuant to this contract; and further warrants a five (5) year warranty on the compressors.

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

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

**IN RE: GENERAL DISCUSSION CONCERNING THE BUCHANAN COUNTY HEALTH DEPARTMENT**

Trey Adkins, Knox District Supervisor requested that a letter be sent to the health department request them to hire an Environmental Health Specialist to oversee new septic systems connections and inspections in Buchanan County as well as current sewage disposals. Several county residents are having issues in getting someone from the Buchanan County Health Department to provide assistance with their septic systems etc., he commented.

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

**IN RE:            CONSIDER APPROVING AN EMERGENCY AMENDMENT TO  
                         THE BUCHANAN COUNTY ORDINANCE REGARDING  
                         PERFORMANCE AND PAYMENT BONDS**

L. Lee Moise, County Attorney stated the only company that bid on the electrical moderation projects for the J.M. Bevins Community Center and Russell Prater Community Center is not in the position to get a payment or performance bond. The company does subcontractor work. The bids that were received were over \$100,000.

Trey Adkins, Knox District Supervisor asked if the payment and performance bonds could be waived?

Yes, stated Mr. Moise. The board can adopt an emergency ordinance to the Buchanan County Code Section today and set a public hearing in January 2025, he stated.

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and a roll call vote of six (6) yeas, Tim Hess, Jeff Cooper, David Rose, Lee Dotson, Trey Adkins, Craig Stiltner and one (1) nay, G. Roger Rife, this board did hereby adopt the following Emergency Ordinance regarding Buchanan County Code Section 16-14 By Adding Subsection G” on a case-by-case basis:

**ORDINANCE**

§ 16-14. Performance and payment bonds generally.<sup>1</sup>  
Road construction contracts are governed by separate terms and administered by the County Engineer's office.

- A. Upon the award of any public construction contract exceeding \$100,000 to any prime contractor, such contractor shall furnish to the County the following bonds:
  - (1) A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.
  - (2) A payment bond in the sum of the contract amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the furtherance of the work provided for in such contract, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. Labor or materials shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.
- B. Each bond required by this section shall be executed by one or more surety companies selected by the contractor, which surety or sureties are legally authorized to do business in the commonwealth.
- C. Bonds required by this section shall be made payable to the Board of Supervisors of Buchanan County, Virginia, and shall be filed with the Board or an office or official designated by the Board.
- D. Nothing in this section shall preclude the purchasing agent from requiring payment or performance bonds for contracts other than those specified in

Subsection A above, in amounts to be determined by the purchasing agent and specified in the invitation to bid.

- E. Nothing in this section shall preclude such a contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.
- F. In lieu of a performance or payment bond required by or under this section, a contractor may furnish a certified check or cash escrow in the face amount required for the bond, or upon approval by the County Attorney, a personal bond, property bond or bank or savings institution's irrevocable letter of credit.
- G. Subject to the mandatory requirements of Va. Code section 2.2-4337 for performance and payment bonds, the Board of Supervisors, may within its discretion, waive the requirement for payment and performance bonds as set forth in subsection A of this ordinance by a majority vote of the Board.

This amendment added to subsection "G" was approved on an emergency basis on 2<sup>nd</sup> day of December 2024.

\_\_\_\_\_  
Roger Rife, Chairman  
Buchanan County, Va. Board of Supervisors

Roll Call Vote:  
David Rose yea  
Tim Hess yea  
Jeff Cooper yea  
Craig Stiltner yea  
Lee Dotson yea  
Trey Adkins yea  
Roger Rife nay

ATTEST:

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

----- 000 -----

**IN RE: CONSIDER APPROVING TO SCHEDULE A PUBLIC HEARING FOR MONDAY, JANUARY 6<sup>TH</sup> AT 5:10 P.M. TO HEAR PUBLIC COMMENTS ON THE PROPOSED ADOPTION OF AN ORDINANCE ENTITLED: "AN ORDINANCE TO AMEND BUCHANAN COUNTY CODE SECTION 16-14 BY ADDING SUBSECTION G"**

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson and a roll call vote of seven (7) yeas, G. Roger Rife, Tim Hess, Jeff Cooper, David Rose, Lee Dotson, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve to schedule a public hearing for Monday, January 6<sup>th</sup> at 6:10 p.m. to hear public comments on the proposed adoption of an ordinance entitled:

**“An Ordinance to Amend Buchanan County Code Section 16-14 By Adding Subsection G”.**

The addition of subsection G to section 16-14 will permit the Board of Supervisors to waive the requirement of performance and payment bonds in construction contracts in which the contract amount is less than the amounts set forth in Va. Code section 2.2-4337 which require a performance bond and a payment bond. Currently, section 16-14 requires a performance bond and a payment bond in construction contracts exceeding \$100,000.00. To waive the performance bond and payment bond requirement will require a majority vote of the Board of Supervisors. This amendment was approved on an emergency basis on Monday, December 2, 2024.

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**IN RE:            CONSIDER APPROVING BID AND CONTRACT TO COMPLETE THE ELECTRICAL MODERNIZATION PROJECT AT THE RUSSELL PRATER COMMUNITY CENTER AND 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 Trey Adkins seconded by Lee Dotson and with the following roll call vote of seven (7) yeas, G. Roger Rife, Tim Hess, Jeff Cooper, David Rose, Lee Dotson, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve the bid in the amount of \$139,945.00 and awarded the Contract by and between Southwest Electric Company, Inc. and Buchanan County to complete the electrical modernization project at the Russell Prater Community Center; and also approved the bid in the amount of \$137,180.00 and awarded the Contract by and between Southwest Electric Company, Inc. and Buchanan County to complete the electrical modernization project at the J.M. Bevins Community Center and authorized the chairman and county administrator to execute the contracts with the approval as to form by the county attorney. Within this motion the board of supervisors waived the necessity of Performance Bond and Payment Bond to be provided by Southwest Electric Company, Inc. by amending the Buchanan County Code Section 16-14 on an emergency basis to Permit the waiver of the performance and payment bonds on these two projects.

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 2<sup>nd</sup> day of December, 2024 by and between **BUCHANAN COUNTY**, a political subdivision of the Commonwealth of Virginia, party of the first part, and **SOUTHWEST ELECTRIC COMPANY, INC.** party of the second part, hereinafter referred to as “Contractor”.

**WITNESSETH:**

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

I

The Contractor agrees to provide all labor and materials to complete the electrical modernization project 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 at Russell Prater Community Center.

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 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 **\$139,945.00** upon the satisfactory completion of the aforesaid project. Install payments can be made subject to Kenneth Ratliff, the County's designated inspector for the project, approving any request for installment payments. The Contractor shall submit an invoice for an installment payment that must be approved by Kenneth Ratliff and the County Administrator prior to the payment of any installment payment. Kenneth Ratliff in approving an invoice for an installment payment must verify that the all the labor and materials covered in the invoice for the installment payment have been fully provided and the Contractor must verify that the materials provided are without any liens so that the County has clear title to said materials provided. Installment payments shall not exceed 75% of the Contract Amount, so that the County will maintain a retainage of at least 25% of the Contract Price, which shall not be subject to be paid until all the provisions of this contract, including those of paragraph VII herein, have been fully complied with by the Contractor.

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 within ninety (90) 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 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/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:

- 1) The materials and labor provided for tis project shall have a minimum of one (1) year manufactures warranty on parts;
- 2) The contractor will provide a one (1) year warranty on all labor.

XXIV

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

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 2<sup>nd</sup> day of December, 2024 by and between **BUCHANAN COUNTY**, a political subdivision of the Commonwealth of Virginia, party of the first part, and **SOUTHWEST ELECTRIC COMPANY, INC.** party of the second part, hereinafter referred to as “Contractor”.

**WITNESSETH:**

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

**I**

The Contractor agrees to provide all labor and materials to complete the electrical modernization project at the J.M. Bevins Community Center, 8668 Slate Creek Road, Grundy, Virginia pursuant to the scope of service contained within the Invitation to Bid and made 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 at J.M. Bevins Community Center.

**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 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 **\$137,180.00** upon the satisfactory completion of the aforesaid project. Install payments can be made subject to Kenneth Ratliff, the County's designated inspector for the project, approving any request for installment payments. The Contractor shall submit an invoice for an installment payment that must be approved by Kenneth Ratliff and the County Administrator prior to the payment of any installment payment. Kenneth Ratliff in approving an invoice for an installment payment must verify that the all the labor and materials covered in the invoice for the installment payment have been fully provided and the Contractor must verify that the materials provided are without any liens so that the County has clear title to said materials provided. Installment payments shall not exceed 75% of the Contract Amount, so that the County will maintain a retainage of at least 25% of the Contract Price, which

shall not be subject to be paid until all the provisions of this contract, including those of paragraph VII herein, have been fully complied with by the Contractor.

## VII

A. Anything in this Agreement to the contrary notwithstanding, the final payment for the balance (total price less installment payments) 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 within ninety (90) 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 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/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 materials and labor provided for this project shall have a minimum of one (1) year manufactures warranty on parts;
- 2) The contractor will provide a one (1) year warranty on all labor.

XXIV

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

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

**IN RE: CONSIDER APPROVING THE AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND THE BUCHANAN COUNTY BOARD OF SUPERVISORS FOR FUNDING AND SERVICES OF THE BUCHANAN COUNTY HEALTH DEPARTMENT**

After a general discussion by the board upon motion by Craig Stiltner seconded by Tim Hess with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose and zero (0) nays, this board did hereby approve the Agreement between the Virginia Department of Health and the Buchanan County Board of Supervisors for funding and services of the Buchanan County Health Department.

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**IN RE: CONSIDER SETTING A PUBLIC HEARING ON MONDAY, JANUARY 6<sup>TH</sup>, 2025 AT 5:30 P.M. TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED OCCUPANCY AGREEMENT BETWEEN BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY, BUCHANAN COUNTY BOARD OF SUPERVISORS AND U.S. ARMY CORP OF ENGINEERS**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose and zero (0) nays, this board did hereby approve to set a public hearing on Monday, January 6<sup>th</sup>, 2025 at 5:30 p.m. to hear public comments regarding the proposed Occupancy Agreement between Buchanan County Public Service Authority, Buchanan County Board of Supervisors and U.S. Army Corp of Engineers. Also, to reschedule any public hearings that was scheduled in this board meeting for January 2025 to move them up one hour.

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**IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS**

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

- Additional appropriation in the amount of \$80.61 to the Circuit Court Clerk's Office, account number 21060-3320;
- Additional appropriation in the amount of \$90.00 to Coal Canyon Permits/SRRA, account number 81010-5605;
- Additional appropriation in the amount of \$500.00 to E911 (miscellaneous) account number 02-67100-9110;
- Additional appropriation in the amount of \$75.00 to Commissioner of Revenue Office, account number 12090-6001 (office supplies).

**IN RE:            CONSIDER REQUESTING THE ATTORNEY GENERAL'S  
                         OPINION REGARDING THE BUCHANAN COUNTY PUBLIC  
                         SERVICE AUTHORITY**

Trey Adkins, Knox District Supervisor requested that a letter be sent to Senator Todd Pillion and Delegate William Morefield asking for their assistance in getting an Attorney General's opinion regarding the Buchanan County Public Service Authority (PSA). He stated I think Mr. Hess and Mr. Rose, supervisors should be able to vote on issues with the PSA even though they are employed by the PSA.

L. Lee Moise, County Attorney stated they can vote on budget issue, but they will have to disqualify themselves on voting on other issues solely involving the PSA, since they are employed by the PSA.

After a general discussion by the board upon motion by Trey Adkins seconded by David Rose and with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose and zero (0) nays, this board did hereby approve to send a letter to Senator Todd Pillion and Delegate William Morefield asking for their assistance in getting an Attorney General's opinion regarding two members of the Buchanan County Board of Supervisor who are also full-time employees of the PSA being able to vote on PSA matters at a board of supervisors meeting.

**IN RE:            CONSIDER APPOINTMENT AND/OR REAPPOINTMENT TO  
                         BUCHANAN COUNTY GENERAL HOSPITAL BOARD OF  
                         DIRECTORS FOR THE NORTH GRUNDY DISTRICT WITH A  
                         TERM TO EXPIRE FEBRUARY 24<sup>TH</sup>, 2030. (CURRENT: PHILLIP  
                         VANDYKE)**

After a general discussion by the board upon motion by Lee Dotson seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose and zero (0) nays, this board did hereby reappoint Phillip Vandyke to the Buchanan General Hospital Board of Directors for the North Grundy District with his terms to expire on February 24<sup>th</sup>, 2030.

**IN RE:            CONSIDER APPOINTMENT TO CUMBERLAND MOUNTAIN  
                         COMMUNITY SERVICES TO REPLACE MAXINE MULLINS.  
                         (REQUESTED: ROBERT RIFE)**

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, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose and zero (0) nays, this board did hereby appoint Robert Rife to fill the unexpired term of Maxine Mullins to the Board of Directors of Cumberland Mountain Community Services Board for a term ending December 31, 2027.

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**IN RE: CONSIDER ADOPTING THE RESOLUTION FOR THE RATIFICATION OF THE ACCEPTANCE OF THE DEED BY AND BETWEEN BRENDA CAROL RICE AND BUCHANAN COUNTY FOR THE ACQUISITION OF PROPERTY AS PART OF THE U.S. ARMY CORPS OF ENGINEERS NON-STRUCTURAL PROJECT**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose and zero (0) nays, this board did hereby adopt the following Resolution for the ratification of the Acceptance of the Deed by and between Brenda Carol Rice and Buchanan County for the acquisition of property as part of the U.S. Army Corps of Engineers Non-Structural Project.

**RESOLUTION**

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN BRENDA CAROL RICE, SINGLE TO BUCHANAN COUNTY, VIRGINIA**

**BE IT RESOLVED**, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 240000979 between Brenda Carol Rice, single and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 2911.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 2<sup>nd</sup> day of December 2024 by a roll call vote of seven for and zero against.

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

ATTEST:

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

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**IN RE:            CONSIDER APPROVING VENDOR SERVICE AGREEMENTS  
FOR SNOW REMOVAL FROM R & S AUTO REPAIR, LLC AND  
GABRIEL YATES**

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose and zero (0) nays, this board did hereby approve the Vendor Service Agreements for snow removal from R & S Auto Repair, LLC and Gabriel Yates.

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**IN RE:            CONSIDER AUTHORIZING THE COUNTY ADMINISTRATOR,  
COUNTY ATTORNEY AND COUNTY ROAD ENGINEER IN  
CONJUNCTION WITH VDOT, TO EXPLORE OPTIONS TO  
DEVELOP A PARK AND RIDE FACILITY NEAR THE CFX (VA  
ROUTE 460) / ROUTE 609**

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, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose and zero (0) nays, this board did hereby authorize the County Administrator, County Attorney and County Road Engineer in conjunction with VDOT, to explore options to develop a park and ride facility near the CFX (VA Route 460) / Route 609 Project.

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

Clinch Independent Living Services, Inc.	\$3,100.00
Twin Valley Varsity and JV Boys Basketball Boosters, Inc.	\$2,500.00
Hurley High School (Boys Basketball Boosters)	\$1,600.00
Twin Valley High School (Prom)	\$8,000.00
Grundy High School (boys' basketball)	\$2,647.53

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**IN RE:            CONSIDER CLOSED SESSION**

There was no closed session.

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**IN RE:            CONSIDER APPROVING A TRANSFER IN THE AMOUNT  
\$87,000.00 FROM PROFESSIONAL SERVICES ACCOUNT  
NUMBER 01-33010-3100 TO FIRE AND RESCUE INSURANCE  
ACCOUNT NUMBER 01-32020-5300**

After a general discussion by the board upon motion by Craig Stiltner seconded by David Rose and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose and zero (0) nays, this board did hereby approve a transfer in the amount \$87,000.00 from Professional Services account number 01-33010-3100 to Fire and Rescue Insurance account number 01-32020-5300.

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**IN RE:            CONSIDER APPROVING TO TRANSFER CATRINA ELSWICK  
FROM THE BUCHANAN COUNTY TREASURER’S OFFICE TO  
THE BUCHANAN COUNTY ADMINISTRATOR’S OFFICE  
BEGINNING JANUARY 1<sup>ST</sup>, 2025**

After a general discussion by the board upon motion by Craig Stiltner seconded by David Rose and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose and zero (0) nays, this board did hereby approve to transfer Catrina Elswick from the Buchanan County Treasurer’s Office to the Buchanan County Administrator’s Office beginning January 1<sup>st</sup>, 2025 at a salary set at \$50,000.00 per year.

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**IN RE:            GENERAL DISCUSSION REGARDING ADT DEVICES IN THE  
GOVERNMENT CENTER**

Jeff Cooper, Garden District Supervisor stated he would like to recommend purchasing ADT devices for the Buchanan County Government Center as well as other government buildings. The company I work for has been doing CPR training for their employees and I think this is something the county needs to consider. We need to be more active with our employees, he stated.

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**IN RE:            CONSIDER ADOPTING A RESOLUTION REQUESTING THE  
STREET LAW FIRM TO RESPONSE TO THE EMAILS AND  
PHONE CALLS REGARDING AN ABANDONED STRUCTURE**

Craig Stiltner, Rocklick District Supervisor stated that Ben Street, Attorney with the Street Law Firm needs to respond to emails and phone calls from Lee Moise, County Attorney regarding an abandoned structure on Buskirk Road located in the Rocklick Magisterial District.

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, Lee Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose and zero (0) nays, this board did hereby approve Mr. Moise, County Attorney to prepare a Resolution requesting a response from Ben Street regarding the abandoned structure on Buskirk Road by the January 6<sup>th</sup>, 2025 board of supervisors meeting.

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**IN RE:            ADJOURNMENT**

After a general discussion by the board upon motion by Craig Stiltner seconded by Tim Hess and with a roll call vote of 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