

**MINUTES**

An organizational meeting of the Buchanan County Board of Supervisors was held on the 6<sup>th</sup> day of January 2025 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:** Jeff Cooper  
G. Roger Rife  
Trey Adkins  
Craig Stiltner  
Tim Hess  
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: ELECTION OF CHAIRMAN**

At this time, Robert Craig Horn, County Administrator, asked for nominations for chairman.

Tim Hess nominated Craig Stiltner as chairman with no other nominations for chairman, upon motion by Tim Hess seconded by G. Roger Rife and with a roll call vote of seven (7) yeas, Jeff Cooper, David Rose, G. Roger Rife, Lee Dotson, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays nominations for election of chairman were closed.

Upon motion by Tim Hess seconded by G. Roger Rife with a roll call of seven (7) yeas, Jeff Cooper, Lee Dotson, G. Roger Rife, David Rose, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, Craig Stiltner was elected as Chairman for the Buchanan County Board of Supervisors for the calendar year 2025.

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**IN RE: GENERAL DISCUSSION BY CHAIRMAN**

Craig Stiltner, Chairman stated we need to vote on the agenda at the beginning of each meeting "AS IS" the items included. Also, if the board wants to amend the agenda to add something, it will have to be done by a majority vote. If there's not a second to any motion, the motion fails, he stated. Everything needs to be on the agenda for the board to any action.

**IN RE: ELECTION OF VICE-CHAIRMAN**

At this time, Craig Stiltner asked for nominations for Vice-Chairman, Jeff Cooper nominated Tim Hess and with no other nominations, upon motion by Jeff Cooper seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Jeff Cooper, David Rose, G. Roger Rife, Lee Dotson, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, Tim Hess was elected of Vice-Chairman for the Buchanan County Board of Supervisor's for the calendar year 2025.

**IN RE: CONSIDER ADOPTION OF PARLIAMENTARY PROCEDURES-ROBERTS RULES OF ORDER**

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

**IN RE: CONSENT AGENDA**

Before the vote, Trey Adkins, Knox District Supervisor asked how many employee's hand writes their time on their time cards? I want a copy of all departments time cards. It's hard to sit here and vote approving their time and not seeing it, he stated. I want all departments time cards from December 15th through December 31.

Robert C. Horn, County Administrator stated I'll send a letter tomorrow.

Writing their time in, is not allowed, stated Mr. Adkins. All full-time employees should use a time clock.

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

- a. Consider approving minutes for December 2<sup>nd</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 and issuing payment for coyote claims in the amount of \$100.00 per claim.

Hanes Carter	1 Claim
Michael Deel	1 Claim
Buckey Looney	1 Claim
Donnie Clevinger	1 Claim
William Hensley	1 Claim
Jonathan Hurley	1 Claim
Michael Viars	1 Claim
Lonnie Williamson	1 Claim
Jackie Barton	4 Claims
Michael Charles	4 Claims
Anthony Blankenship	1 Claim
Justin Dotson	1 Claim
Nathan Stiltner	1 Claim
Billy Owens	3 Claims
William Layne	1 Claim
Brent Houck	1 Claim
Jacob Grizzle	5 Claims
Jearl Blankenship	1 Claim
Christopher Coleman	1 Claim
Eddie Ryan Cook	2 Claims
Ronnie Blankenship	1 Claim

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**IN RE: ERICA MILLER, RESIDENCY ADMINISTRATOR AND JEFF BUCHANAN, ASSISTANT RESIDENT ENGINEER FOR VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) – CONSIDER APPROVING VDOT INVOICES**

Erica Miller, Residency Administrator with the Virginia Department of Transportation (VDOT) (participated by zoom), stated she was participating to see if any of the board members had questions about the two (2) previous invoices that wasn't approved at a previous meeting. To my understanding, the issues have been addressed.

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

- Approving the invoice COAL 000123 in the amount of \$50,886.57 from VDOT for CST projects 122111 for curving widening on various routes (routes 628,643 & 613) and to issue a check for the invoice from account number CST 05-41080-7012.
- Approving the invoice COAL 000130 in the amount of \$1,933.66 from VDOT for CST projects 122111 for curving widening on various routes

(routes 628,643 & 613) and to issue a check for the invoice from account number CST 05-41080-7012.

- Approving the invoice COAL 000131 in the amount of \$19,290.12 from VDOT for CST project 124451 for Rt. 80 pipe replacement and project 124459 for ditching, patching and shoulder stabilization for various routes (list attached) and to issue a check for the invoice from account number CST 05-41080-7012.

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**IN RE:            CONSIDER STATE ROADS**

Craig Stiltner, Chairman asked Jeff Buchanan, Assistant Resident Engineer with VDOT (who was participating by zoom) about several issues on State Route 645 in the Rocklick Magisterial District.

Jeff Buchanan, stated I've had some VDOT employees look at the issues on route 645.

Also, a guardrail is needed on State Route 609 from the old school bridge up, stated Mr. Stiltner.

Jeff Cooper, Garden District Supervisor asked about repairs needed on Maple Leaf Hollow Road in the Garden Magisterial District.

Trey Adkins, Knox District Supervisor asked about brush being cut on State Route 19 toward Abingdon. I know VDOT is paying to have this done. When will Buchanan County get that same service. Weeds along state roads is causing antennas to break off vehicles and problems for large vehicles traveling some of the areas in the county, commented Mr. Adkins.

Mr. Buchanan stated some of the work along route 19 is being done because of damage caused by Hurricane Helene.

Erica Miller, Residency Administrator with the Virginia Department of Transportation (VDOT) stated a statewide contract was approved by VDOT regarding damages caused by Hurricane Helene. Also, we had another contract for county's cleaning roadside and weed cutting as funding is allowed.

Mr. Adkins stated the roadway in the Home Creek area is a death trap. Concrete walls are needs in areas along the roadway in the Rocklick and Knox Magisterial Districts, he commented. Home Creek Road needs guardrails bad.

When it snows, Elkins and Enoch's Branch is some of the last roads cleared, stated Mr. Adkins. Our rescue and fire departments need to be able to travel those roads when it snows, those mountains need to be cleared first, commented Mr. Adkins.

Ms. Miller stated VDOT removes snow from the most highly traveled roads first, then we'll clear those mountain areas as soon as we can when it snows. Our priorities are the roads that are highly traveled. Also, we don't have the resources to have multiple snow removal truck, stated Ms. Miller.

Coon Branch is one of my worst roads, which is hit first when it snows, commented Mr. Adkins.

Sometimes, there are situations we can move to another road, but not often, stated Ms. Miller.

Mr. Stiltner stated he was very disappointed in the lack of funding that's been spent in Buchanan County over the past two (2) years. I don't know where the problem is, but it needs to be corrected, he stated. In Buchanan County there's over 500 square miles of roads that needs to be taken care of by VDOT, stated Mr. Stiltner. Buchanan County needs to be treated the same by VDOT as Russell, Tazewell and Dickenson Counties are, he commented.

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

Upon a motion by David Rose seconded by G. Roger Rife and with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, Craig Stiltner, Tim Hess, David Rose, G. Roger Rife, Trey Adkins and zero (0) nays, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711 (A)(1), a personnel matter involving the Buchanan County Diversion Program.

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

This board meeting resumed in open session after being in executive session twenty-two (22) minutes.

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A motion Trey Adkins seconded by G. Roger Rife with Craig Stiltner, Chairman of the Buchanan County Board of Supervisors announcing during such session the board had also discussed Virginia Code Section, 2.2-3711 (A)(1), a personnel matter regarding Buchanan County 911 Department.

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

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

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**IN RE: GARY STREET, RESIDENT – CONSIDER THE BUCHANAN COUNTY RAILCAR AND RELOCATING THE AMATEUR RADIO REPEATER STATION ANTENNA AND TRANSMISSION LINE**

Gary Street wasn't present for the meeting.

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**IN RE: CONSIDER APPROVING TO RENAME NEELEY ROAD, DAVENPORT, VA. TO H.M. BOYD DRIVE AND THE GRAVEYARD TO H.M. BOYD CEMETERY**

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Tim Hess, Lee Dotson, G. Roger Rife, Trey Adkins, Jeff Cooper, David Rose, Craig Stiltner and zero (0) nays, this board did hereby approve to schedule a public hearing for Monday, February 3rd, 2025 at 6:30 p.m. to hear public comments regarding the proposed renaming of Neeley Road to H.M. Boyd Drive, which is located in the Hurricane Magisterial District of Buchanan County.

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**IN RE: PUBLIC HEARING – 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.”**

Craig Stiltner, Chairman opened the public hearing for comments.

L. Lee Moise, County Attorney stated the board approved this proposed ordinance on an emergency basis at their December 6th board meeting. By waiving the performance and payment bonds, it will allow a company to continue with the electrical modernization of the J.M. Bevins and Russell Prater Community Centers.

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

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**IN RE: CONSIDER ADOPTING THE PROPOSED ORDINANCE ENTITLED: “AN ORDINANCE TO AMEND BUCHANAN COUNTY CODE SECTION 16-14 BY ADDING SUBSECTION G” TO 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 PAYMENT BOND**

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

Lee Dotson and with a roll call vote of seven (7) yeas, Tim Hess, Lee Dotson, G. Roger Rife, Trey Adkins, Jeff Cooper, David Rose, Craig Stiltner and zero (0) nays, this board did hereby adopt the following Ordinance entitled: "An Ordinance to Amend Buchanan County Code Section 16-14 by adding subsection G" to 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 payment bond.

#### 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 and approved by the board of supervisors after a public hearing on 6<sup>th</sup> day of January, 2025.

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Chairman  
Buchanan County, Va. Board of Supervisors

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

ATTEST:

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Robert C. Horn, County Administrator

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**IN RE: PUBLIC HEARING – 5:15 P.M. TO HEAR PUBLIC COMMENTS ON THE COUNTY’S PROPOSED ABANDONMENT OF THE COUNTY ROADS, WHICH IS PURSUANT TO VA. CODE SECTION 33.2-914 THROUGH 33.2-926**

Craig Stiltner, Chairman opened the public hearing for comments.

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

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**IN RE: CONSIDER ADOPTING THE ORDER ABANDONING COUNTY ROADS**

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, Trey Adkins, Tim Hess, Jeff Cooper, Lee Dotson, David Rose, G. Roger Rife, Caig Stiltner and zero (0) nays, this board did hereby adopt the following Order abandoning the following county roads:

**BUCHANAN COUNTY, VIRGINIA BOARD OF SUPERVISORS  
ORDER**

Whereas, the Buchanan County, Virginia Board of Supervisors conducted a public hearing on Monday, January 6<sup>th</sup>, 2025 to consider the abandonment of the following county roads in Buchanan County; and

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

Whereas, said public hearing was conducted after compliance with the notice provisions required by Va. Code sections 33.2-914 through 33.2-926; and

Whereas, after the public hearing, the Buchanan County, Va. Board of Supervisors voted to abandon these roads; and

Whereas, the Buchanan County, Va. Board of Supervisors having found that no public necessity exists for the continuance of these county roads/bridges that the public would be served by, and therefore it is now ordered by the Board of Supervisors:

That the roads/bridges are hereby abandoned pursuant to Virginia Code sections 33.2-914 through 33.2-926; and

That the Clerk of the Board is hereby directed to place this order in the minutes of the Board of Supervisors for its regular monthly meeting of January 6<sup>th</sup>, 2025.

Date	Chairman Buchanan County, Va. Board of Supervisors
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ATTEST:

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Robert Craig Horn, County Administrator

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**IN RE:            CONSIDER AUTHORIZING FOR PROCUREMENT OF SURVEYING SERVICES AND CONTRACT FOR A SURVEYOR TO ASSIST THE COUNTY WITH THE VDOT ROAD WIDENING PROJECT ON STATE ROUTE 645 IN THE ROCKCLICK MAGISTERIAL DISTRICT AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Lee Dotson seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Lee Dotson, Trey Adkins, Jeff Cooper, Tim Hess, David Rose, G. Roger Rife, Craig Stiltner and zero (0) nays, this board did hereby authorize the procurement of surveying services and contract for a surveyor to assist the county with the VDOT road widening project on State Route 645 in the Rocklick Magisterial District and authorized the chairman and county administrator to execute the Contract with approval as to form by the county attorney.

**IN RE: CONSIDER AMENDING THE FY 2024/2025 COAL HAUL ROAD PLAN IN THE AMOUNT OF \$35,000 FOR THE DMME, MAXIE CIRCLE ROAD PROJECT IN THE ROCKLICK MAGISTERIAL DISTRICT**

Marcus Stiltner, Coal Haul Road Engineer requested amending fiscal year 2024/2025 Coal Haul Road Plan in the amount of \$35,000 for the DMME Maxie Circle Road Project in the Rocklick Magisterial District. The funding is already in the budget, there won't be a need for an additional appropriation.

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, Lee Dotson, Trey Adkins, Jeff Cooper, Tim Hess, David Rose, G. Roger Rife, Craig Stiltner and zero (0) nays, this board did hereby approve to amend the FY 2024/2025 Coal Haul Road Plan in the amount of \$35,000 for the DMME, Maxie Circle Road Project in the Rocklick Magisterial District.

**IN RE: CONSIDER APPROVING TO SCHEDULE A PUBLIC HEARING FOR MONDAY, MARCH 3<sup>RD</sup>, 2025 AT 6:15 P.M. TO HEAR PUBLIC COMMENTS REGARDING THE ABANDONMENT OF BLUE STONE ROAD, COUNTY ROAD NUMBER 2352 LOCATED IN THE ROCKLICK MAGISTERIAL DISTRICT FROM THE COUNTY ROAD SYSTEM**

After a general discussion by the board upon motion by Tim Hess seconded by David Rose and with a roll call vote of seven (7) yeas, Lee Dotson, Trey Adkins, Jeff Cooper, Tim Hess, David Rose, G. Roger Rife, Craig Stiltner and zero (0) nays, this board did hereby approve to schedule a public hearing for Monday, March 3<sup>rd</sup>, at 6:15 p.m. to hear public comments regarding the abandonment of Blue Stone Road, County Road number 2352 located in the Rocklick Magisterial District from the county road system.

**IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING THE ACCEPTANCE OF DEED OF GIFT FROM W-L CONSTRUCTION & PAVING, INC. TO BUCHANAN COUNTY, VIRGINIA REGARDING A PERMANENT RIGHT OF WAY AND EASEMENT UPON AND ACROSS THE LAND AND PROPERTY ALONG WEBB BRANCH ROAD AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE DEED OF GIFT UPON 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 a roll call vote of seven (7) yeas, Lee Dotson, Trey Adkins, Jeff Cooper, Tim Hess, David Rose, G. Roger Rife, Craig Stiltner and zero (0) nays, this board did hereby adopt the following Resolution regarding the acceptance of Deed of Gift from W-L Construction & Paving, Inc. to Buchanan County, Virginia regarding a permanent Right of Way and Easement upon and across the land and property along Webb Branch Road and authorized the chairman and county administrator to execute the Deed of Gift upon approval as to form by the county attorney.

**RESOLUTION**

**IN RE: ACCEPTANCE OF DEED OF GIFT FROM W-L CONSTRUCTION & PAVING, INC. TO BUCHANAN COUNTY, VIRGINIA REGARDING A PERMANENT RIGHT-OF-WAY AND EASEMENT UPON AND ACROSS THE LAND AND PROPERTY ALONG WEBB BRANCH 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 W – L Construction & Paving, Inc. and Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 6<sup>th</sup> day of January, 2025 by a roll call vote of seven for and zero against.

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Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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Robert Craig Horn, County Administrator

**THIS DEED OF GIFT**, made and entered into on this the 6<sup>th</sup> day of January, 2025, by and between **W-L CONSTRUCTION & PAVING INC.**, hereinafter sometimes referred to as “**GRANTOR**”, and **BUCHANAN COUNTY, VIRGINIA**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “**GRANTEE**”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

**WITNESSETH:**

**WHEREAS**, the Grantor owns the property identified on Exhibit ‘A’ which is attached and made part of this agreement by incorporation by reference upon which the waterline structures are to be located; and

**WHEREAS**, the Grantor has agreed to convey by gift, a permanent right-of-way and

easement upon and across the land and property of the Grantor along Webb Branch 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 Grantor does 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 Grantor as set out in the sources of title herein, and being more particularly bounded and described as follows:

**Property to be conveyed for Pumpstation**

**W-L Construction & Paving Inc. (formerly Mac Construction, Inc)**

Beginning at an iron pin with a State Plane NAD 83, Virginia South Coordinate of N: 3624209.65, and E: 10451669.32; thence S 61°06'55" W a distance of 30.69' to an iron pin; thence S 74°59'00" W a distance of 54.37' to an iron pin; thence N 39°26'58" W a distance of 24.74' to an iron pin in the edge of the county road, Webb Branch; thence N 82°11'41" E a distance of 17.91' to an iron pin in the edge of the road; thence N 89°04'49" E a distance of 21.29' to an iron pin in the edge of the road; thence N 83°22'53" E a distance of 34.32' to an iron pin in the edge of the road; thence N 71°26'08" E a distance of 20.82' to an iron pin; thence S 32°16'09" E a distance of 4.20' to an iron pin which is the point of beginning, having an area of 1182.3 Square Feet, 0.027 Acres.

Source and title for grantor: W-L Construction & Paving through a merger with Mac Construction, Inc acquired a portion of the land affected by this right-of-way deed to Mac Construction, Inc., by a deed recorded on Deed Book 204 Page 473 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. The Articles of Merger were filed with the Virginia State Corporation Commission and became effective December 31, 2014. See SCC document # 1501010123. In paragraph (2) of the Articles of Merger the following language is found **"...and W-L shall continue as the surviving corporation. W-L shall continue to be governed by the laws of the State of Virginia, and all of the assets, and interests of every description, wherever located, and all rights, privileges, immunities, powers, franchises and authority of MAC [Mac Construction, Inc.] shall be vested in W-L [W-L Construction and Paving, Inc.] as the surviving corporation, without further act or deed..."**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 #007 Tax Map #2HH-120.

**AND FURTHER WITNESSETH:** That the Grantor, for the consideration stated above, also covenant and agrees, upon demand of any public utility company or corporation having its facilities in, over or across the lands herein conveyed, that they, the said Grantor,

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

The Grantor covenants to and with the Grantee that it will warrant generally the title to the property hereby conveyed; that it has the right to convey same to the Grantee; that the Grantee shall have quiet possession of same, free from encumbrances, that Grantor has done no act to encumber same; and Grantor will execute such other and further assurances of title as may be requisite. The Grantor further covenants that it 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 been heretofore been recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia.

That on the 6<sup>th</sup> day of January, 2025, 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 ADOPTING THE RESOLUTION REGARDING THE  
ACCEPTANCE OF DEED OF GIFT FROM DOUGLAS RAY  
LESTER & SYBIL G. LESTER, HUSBAND AND WIFE AND  
DAVID LEON DOTSON & PATRICIA ANN DOTSON, HUSBAND  
& WIFE TO BUCHANAN COUNTY, VIRGINIA REGARDING  
TROPICAL ROAD, COUNTY ROAD NUMBER 2097 AND  
AUTHORIZE THE CHAIRMAN AND COUNTY  
ADMINISTRATOR TO EXECUTE THE DEED OF GIFT UPON  
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 a roll call vote of seven (7) yeas, Lee Dotson, Trey Adkins, Jeff Cooper, Tim Hess, David Rose, G. Roger Rife, Craig Stiltner and zero (0) nays, this board did hereby adopt the following Resolution regarding the acceptance of Deed of Gift from Douglas Ray Lester & Sybil G. Lester, Husband and Wife and David Leon

Dotson & Patricia Ann Dotson, Husband & Wife to Buchanan County, Virginia regarding Tropical Road, County Road Number 2097 and authorized the chairman and county administrator to execute the Deed of Gift upon approval as to form by the county attorney.

**RESOLUTION**

**IN RE: ACCEPTANCE OF DEED OF GIFT FROM DOUGLAS RAY LESTER & SYBIL G. LESTER, HUSBAND AND WIFE; DAVID LEON DOTSON & PATRICIA ANN DOTSON, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA REGARDING TROPICAL ROAD, COUNTY ROAD NUMBER 2097**

**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 Douglas Ray Lester & Sybil G. Lester, Husband and Wife; David Leon Dotson & Patricia Ann Dotson, Husband and Wife and Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 6<sup>th</sup> day of January, 2025 by a roll call vote of seven for and zero against.

\_\_\_\_\_  
Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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

**THIS DEED OF GIFT**, made and entered into on this the 6<sup>th</sup> day of January, 2025, by and between **DAVID LEON DOTSON & PATRICIA ANN DOTSON, husband and wife, DOUGLAS RAY LESTER & SYBIL G. LESTER, 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 Knox Magisterial District for the traveling public, namely Tropical Road, County Road # 2097; 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 Tropical Road, County Road # 2097; 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 Tropical Road, County Road # 2097 for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Knox Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

**Property to be conveyed:**

**DAVID LEON DOTSON & PATRICIA ANN DOTSON - INSTRUMENT # 180001786**

**BEGINNING** at a point on the Southern right-of-way of Route 643 on the right fork of Paw Paw said point is located N 64°59'49" E 10.50' from U.S. Army Corp of Engineers disc 54-2 located in the North East corner of existing bridge abutment; thence S 14°08'19" W a distance of 53.85' to a point; thence S 79°03'40" E a distance of 125.30' to a point; thence S 07°43'06" W a distance of 10.76' to a point; thence S 82°16'54" E a distance of 11.50' to a point in a line of Danny Lee Lester; thence with a line of Danny Lee Lester N 12°55'15" E a distance of 30.33' to a point; thence N 79°09'23" W a distance of 87.23' to a point; thence N 14°08'19" E a distance of 32.50' to a point in the center of Paw Paw Creek a corner to Danny Paul Estep; thence up and with the center of Paw Paw Creek N 86°38'02" W a distance of 21.79' to a point; thence N 01°44'43" W a distance of 10.35' to a point on the Southern right-of-way of Route 643; thence S 88°03'30" W a distance of 26.81' to the point of beginning, having an area of 4600.414 square feet, and containing 0.106 acres more or less.

**DOUGLAS RAY LESTER & SYBIL G. LESTER - DEED BOOK 395 PAGE 354**

**BEGINNING** at a point on the proposed North right-of-way of Tropical Road, said point has an approximate NAD 1983 Virginia State Plane South Zone Coordinate value of N=3702,385.422 and E=10,437,902.207; thence S 80°18'59" E a distance of 45.78' to a point on the proposed North Right-of-way; thence S 07°43'06" W a distance of 20.01' to a point on the proposed South right-of-way; thence with said right-of-way N 80°18'59" W a distance of 20.01' to a point on the proposed turn around area; thence S 07°43'06" W a distance of 9.31' to a point on the proposed turn around area; thence N 82°16'54" W a distance of 28.50' to a point on the proposed turn around area; thence N 12°55'15" E a distance of 30.33' to the point of beginning, having an area of 1208.180 square feet, and containing 0.028 acres more or less.

Source and title for grantors: David Leon Dotson and Patricia Ann Dotson, husband and wife, acquired a portion of the land affected by this right-of-way deed by

a deed recorded on Instrument #180001786 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 #081 Tax Map #2HH-172

Source and title for grantors: Douglas Ray Lester and Sybil G. Lester, husband and wife, acquired a portion of the land affected by this right-of-way deed by a deed recorded in Deed Book 395 Page 354 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 #030 Tax Map #2HH-172.

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 6<sup>th</sup> day of January, 2025, 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 REQUESTING THE REVIEW COMMITTEE  
                     ACCORDING TO THE BUCHANAN COUNTY COAL HAUL  
                     ROAD POLICY TO INSPECT TRUFFLE ROAD LOCATED IN  
                     THE ROCKLICK MAGISTERIAL DISTRICT**

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, Tim Hess, Lee Dotson, G. Roger Rife, Trey Adkins, Jeff Cooper, David Rose, Craig Stiltner and zero (0) nays, this board did hereby request the review committee according to the Buchanan County Coal Haul Road Policy to inspect Truffle Road located in the Rocklick Magisterial District to be taken into the county road system.

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**IN RE:            CONSIDER APPROVING THE BID FOR THE RUSSELL PRATER  
                     GYMNASIUM SEWAGE TREATMENT CONSTRUCTION**

After a general discussion by the board upon motion by Lee Dotson seconded by G. Roger Rife with a roll call vote of seven (7) yeas, Tim Hess, Lee Dotson, G. Roger Rife, Trey Adkins, Jeff Cooper, David Rose, Craig Stiltner and zero (0) nays, this board did hereby approve the bid in the amount of \$23,500.00 from SEPTIC, Inc. regarding the Russell Prater Wastewater Treatment System.

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**IN RE:            CONSIDER APPROVING THE BID FOR THE J. M. BEVINS  
                     GYMNASIUM SEWAGE TREATMENT CONSTRUCTION**

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

hereby approve the bid in the amount of \$23,000.00 from SEPTIC, Inc. regarding the J. M. Bevins Wastewater Treatment System.

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**IN RE:            CONSIDER APPROVING DOCUMENTS REGARDING THE LEASE OF PROPERTY AT KEEN MOUNTAIN 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 DOCUMENTS WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Tim Hess seconded by Jeff Cooper with a roll call vote of seven (7) yeas, Tim Hess, Lee Dotson, G. Roger Rife, Trey Adkins, Jeff Cooper, David Rose, Craig Stiltner and zero (0) nays, this board did hereby approve the following documents regarding the Lease of property at Keen Mountain between Buchanan County, Virginia and the Virginia Coalfield Coalition, Inc. for the upgrade of existing wireless communication towers and authorized the chairman, county administrator to execute the documents with approval as to form by the county attorney. A copy of the following documents is located at the Buchanan County Administrator's Office for review.

- Memorandum of Option and Lease Agreement;
- Owner's Affidavit;
- No Financing Affidavit;
- Affidavit of Notary.

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**IN RE:            PUBLIC COMMENTS**

There were no public comments.

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**IN RE:            PUBLIC HEARING – 5:30 P.M. TO HEAR PUBLIC COMMENTS CONCERNING A PROPOSED OCCUPANCY AGREEMENT INVOLVING REAL PROPERTY CURRENTLY OWNED BY THE BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY (PSA). THE OCCUPANCY AGREEMENT WOULD BE AN AGREEMENT BETWEEN BUCHANAN COUNTY, VIRGINIA, THE U.S. ARMY CORPS OF ENGINEER AND PSA TO PROVIDE FOR THE PSA'S CONTINUED USE OF SAID PROPERTY PENDING THE PSA MOVE TO ITS NEW LOCATION A SOUTHERN GAP**

Craig Stiltner, Chairman opened the public hearing for comments.

With no comments from the public, upon motion by Trey Adkins seconded by G. Roger Rife and with a roll call vote of seven (7) yeas, Trey Adkins, Tim Hess, Jeff

Cooper, Lee Dotson, David Rose, G. Roger Rife, Caig Stiltner and zero (0) nays, this board did hereby approve to close the public hearing.

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**IN RE:            CONSIDER APPROVING THE OCCUPANCY AGREEMENT  
BETWEEN BUCHANAN COUNTY, VIRGINIA, THE U.S. ARMY  
CORPS OF ENGINEER AND PSA TO PROVIDE FOR THE PSA'S  
CONTINUED USE OF SAID PROPERTY PENDING THE PSA  
MOVE TO ITS NEW LOCATION A SOUTHERN GAP**

After a general discussion by the board upon motion by Trey Adkins seconded by Jeff Cooper and with a roll call vote of five (5) yeas, G. Roger Rife, Jeff Cooper, Trey Adkins, Lee Dotson, Craig Stiltner, zero (0) nays and two (2) abstained, Tim Hess and David Rose, stating they were employees of the Buchanan County Public Service Authority, this board did hereby approve the Occupancy Agreement between Buchanan County, Virginia, the U.S. Army Corps of Engineer and PSA to provide for the PSA's continued use of said property pending the PSA move to its new location a Southern Gap. A copy of the Occupancy Agreement is located in the Buchanan County Administrator's Office for review.

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**IN RE:            CONSIDER APPOINTMENT OF THE COAL HAUL ROAD AND  
GAS IMPROVEMENT ADVISORY COMMITTEE MEMBER (1)**

After a general discussion by the board upon motion by Tim Hess seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, Tim Hess, Lee Dotson, G. Roger Rife, Trey Adkins, Jeff Cooper, David Rose, Craig Stiltner and zero (0) nays, this board did hereby appoint Craig Stiltner to the Buchanan County Coal Haul Road Committee for 2025.

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**IN RE:            CONSIDER APPOINTMENTS OF THE BOARD OF  
SUPERVISORS INSURANCE COMMITTEE (2)**

After a general discussion by the board upon motion by Trey Adkins seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, Trey Adkins, Tim Hess, David Rose, Jeff Cooper, G. Roger Rife, Lee Dotson, Craig Stiltner and zero (0) nays, this board did hereby appoint Lee Dotson and Craig Stiltner to the Board of Supervisors Insurance Committee for 2025.

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**IN RE:            CONSIDER APPOINTMENTS OF THE BOARD OF  
SUPERVISORS PERSONNEL COMMITTEE**

After a general discussion by the board upon motion by Jeff Cooper seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Lee Dotson, Craig Stiltner, G. Roger Rife, David Rose, Trey Adkins and zero (0) nays, this board did hereby appoint all seven board of supervisors to the personnel committee for 2025.

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**IN RE:            CONSIDER APPOINTMENT OF THE BOARD OF  
SUPERVISORS' EMERGENCY SERVICES DIRECTOR**

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with a roll call vote of seven (7) yeas, Lee Dotson, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper, Trey Adkins and zero (0) nays, this board did hereby reappoint Robert C. Horn as the Emergency Services Director for Buchanan County.

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**IN RE:            CONSIDER BOARD OF SUPERVISORS' VIRGINIA COALFIELD  
ECONOMIC DEVELOPMENT AUTHORITY (VCEDA) MEMBER,  
IF THE CHAIRMAN DOES NOT WANT TO SERVE**

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson and a roll call vote of seven (7) yeas, Lee Dotson, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper, Trey Adkins and zero (0) nays, board did hereby reappoint G. Roger Rife, South Grundy District Supervisor for the Buchanan County Board of Supervisors to the Virginia Coalfield Economic Development Authority (VCEDA) as representative for Buchanan County.

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**IN RE:            CONSIDER APPOINTMENT TO THE BUCHANAN COUNTY  
PLANNING COMMISSION**

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

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**IN RE:            CONSIDER APPOINTMENT AND/OR REAPPOINTMENT TO  
                     THE BUCHANAN COUNTY INDUSTRIAL DEVELOPMENT  
                     AUTHORITY BOARD OF DIRECTORS FOR THE HURRICANE  
                     AND GARDEN DISTRICTS**

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson and a roll call vote of seven (7) yeas, Lee Dotson, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper, Trey Adkins and zero (0) nays, this board did hereby reappoint Harry Presley, Hurricane District Representative to the Buchanan County Industrial Development Authority Board of Directors for a four (4) year term beginning February 1<sup>st</sup>, 2025. No appointment was made for the Garden Magisterial District to the IDA Board.

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**IN RE:            CONSIDER ADOPTING A RESOLUTION REGARDING THE  
                     APPOINTMENT AND/OR REAPPOINTMENT FOR THE CLERK  
                     FOR THE BUCHANAN COUNTY BOARD OF SUPERVISORS**

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby adopt the following resolution regarding the appointment and/or reappointment for the Clerk for the Buchanan County Board of Supervisors:

**RESOLUTION**

**THEREFORE, BE IT RESOLVE** that Buchanan County Board of Supervisors does hereby appoint and/or reappoint Robert C. Horn as Clerk for the Buchanan County Board of Supervisors, until such power has been revoked by the Board of Supervisors.

Adopted this the 6<sup>th</sup> day of January 2025 by a vote of seven for and zero against.

Recorded Vote:  
Moved by: Jeff Cooper  
Seconded by: Tim Hess  
Yeas: Seven  
Nays: Zero

\_\_\_\_\_  
Chairman of the Buchanan County  
Board of Supervisors

ATTEST:

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

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**IN RE:            CONSIDER ADOPTING A RESOLUTION AUTHORIZING THE  
CHAIRMAN OF BOARD OF SUPERVISORS, THE TREASURER,  
AND COUNTY ADMINISTRATOR OF BUCHANAN COUNTY,  
VIRGINIA TO ENDORSE CHECKS, BANK DRAFTS AND  
OTHER FINANCIAL INSTRUMENTS ON BEHALF OF  
BUCHANAN COUNTY**

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson and a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby adopt the following resolution authorizing the Chairman of Board of Supervisors, the Treasurer, and County Administrator of Buchanan County, Virginia to Endorse Checks, Bank Drafts and other Financial Instruments on behalf of Buchanan County.

**RESOLUTION**

**WHEREAS**, the Buchanan County Board of Supervisors do hereby authorize the Chairman of the Buchanan County Board of Supervisors, the Treasurer and County Administrator of Buchanan County, Virginia to endorse checks, bank drafts, and other financial instruments on behalf of Buchanan County, Virginia in accordance with applicable state statutes.

Adopted this the 6<sup>th</sup> day of January 2025 by a vote of seven for and zero against.

Recorded Vote:  
Moved by: Jeff Cooper  
Seconded by: Lee Dotson  
Yeas: Seven  
Nays: Zero

\_\_\_\_\_  
Chairman of the Buchanan County  
Board of Supervisors

ATTEST:

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

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**IN RE:            CONSIDER ADOPTING A RESOLUTION SETTING MEETING  
SCHEDULE FOR THE BOARD OF SUPERVISORS, ADOPTION  
OF HOLIDAYS AND A PAY SCHEDULE FOR THE YEAR 2025**

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson and a roll call vote of seven (7) yeas, Trey Adkins, J. Carroll Branham, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution setting meeting schedule for the Board of Supervisors, adoption of holidays, and a pay schedule for the year 2025 and changing the time of the board of supervisors monthly meeting to 6:00 p.m. for the year 2025.

**RESOLUTION**

**IN RE: Buchanan County Board of Supervisors Regular Board Meetings,  
Employees Pay Schedule and Setting the County Holiday Schedule for year 2025**

**THEREFORE, BE IT RESOLVED**, the Buchanan County Board of Supervisors hereby sets the regular board meetings, pay schedule for Buchanan County employees and sets the county’s holiday schedule as per Exhibit “A”:

Meetings are the first Monday of each month except July and September, 2025 (Code of Virginia, Section 15.2-1416), starting times set for 6:00 p.m.

February 3rd	August 4 <sup>th</sup>
March 3 <sup>rd</sup>	September 8 <sup>th</sup> (due to Labor Day)
April 7 <sup>th</sup>	October 6 <sup>th</sup>
May 5 <sup>st</sup>	November 3 <sup>rd</sup>
June 2 <sup>nd</sup>	December 1 <sup>st</sup>
No meeting in July 2025	January 5 <sup>th</sup> , 2026

Approved pay schedule for year 2025

**FIRST HALF OF THE YEAR**

- Wednesday, January 15<sup>th</sup>
- Friday, January 31<sup>st</sup>
- Friday, February, 14<sup>th</sup>
- Friday, February 28<sup>th</sup>
- Friday, March 14<sup>th</sup>
- Friday, March 28<sup>st</sup>
- Tuesday, April 15<sup>th</sup>
- Wednesday, April 30<sup>th</sup>
- Thursday, May 15<sup>th</sup>
- Friday, May 30<sup>th</sup>
- Friday, June 13<sup>th</sup>
- Monday, June 30<sup>th</sup>

**SECOND HALF OF THE YEAR**

- Tuesday, July 15<sup>th</sup>
- Thursday, July 31<sup>st</sup>
- Friday, August 15<sup>th</sup>
- Friday, August 29<sup>th</sup>
- Monday, September 15<sup>th</sup>
- Tuesday, September 30<sup>th</sup>
- Wednesday, October 15<sup>th</sup>
- Friday, October 31<sup>st</sup>
- Friday, November 14<sup>th</sup>
- Tuesday, November 25<sup>th</sup>
- Monday, December 15<sup>th</sup>
- Tuesday, December 31<sup>st</sup>

This resolution was adopted on the 6<sup>th</sup> day of January 2025.

\_\_\_\_\_  
Chairman of the Buchanan County  
Board of Supervisors

**ATTEST:**

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

**2025 HOLIDAY CALENDAR**

- January 1<sup>st</sup>, New Year’s Day
- January 20<sup>th</sup>, Martin Luther King, Jr. Day
- February 17, George Washington Day
- April 18<sup>th</sup>, Good Friday
- May 26<sup>th</sup>, Memorial Day
- June 19<sup>th</sup>, Juneteenth
- July 3th, Observance of Independence Day
- July 4<sup>th</sup>, Independence Day
- September 1<sup>st</sup>, Labor Day
- October 13<sup>th</sup>, Columbus Day and Yorktown Victory Day
- November 4<sup>th</sup>, Election Day

November 11<sup>th</sup>, Veterans Day  
November 26<sup>th</sup>, 27<sup>th</sup> & 28<sup>th</sup>, Thanksgiving Holiday  
December 24<sup>th</sup>, 25<sup>th</sup>, & 26<sup>th</sup>, Christmas Holiday

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**IN RE: CONSIDER ADOPTING A RESOLUTION REGARDING THE AUTHORIZATION OF WARRANTS FOR THE PAYMENT OF BILLS AND CLAIMS THAT FALL DUE BEFORE THE BOARD OF SUPERVISOR'S NEXT REGULAR BOARD MEETING**

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson with a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution regarding the authorization of warrants for the payment of bills and claims that fall due before the board of supervisor's next regular board meeting.

**RESOLUTION**

**IN RE: AUTHORIZATION OF WARRANTS FOR THE PAYMENT OF BILLS AND CLAIMS THAT FALL DUE BEFORE THE BOARD OF SUPERVISOR'S NEXT REGULAR BOARD MEETING**

**BE IT RESOLVED**, by the Buchanan County Board of Supervisors that pursuant to Va. Code section 15.2-1243(A) that the County Administrator may sign warrants to be drawn on the county treasurer, payable out of county funds for payment of bills and claims owed by the County that will fall due before the Board of Supervisors' next regular meeting. All such warrants shall be signed by the County Administrator and counter-signed by the Chairman of the Board of Supervisors after said bills or claims have been approved by the County Administrator. Said bill and claim payments shall be reviewed, approved and ratified by the Board of Supervisors at the Board of Supervisors next regular meeting.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 6<sup>th</sup> day of January 2025.

Moved by: Trey Adkins  
Seconded by: Lee Dotson  
Yeas: Seven  
Nays: Zero

\_\_\_\_\_  
Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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

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**IN RE:            CONSIDER ADOPTING A RESOLUTION REGARDING  
WORKERS' COMPENSATION FOR THE BOARD OF  
SUPERVISORS**

After a general discussion by the board upon motion by Tim Hess seconded by Jeff Cooper with a roll call vote of seven (7) yeas, Trey Adkins, J. Carroll Branham, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution regarding workers' compensation for the Board of Supervisors.

**RESOLUTION**

**IN RE: WORKERS' COMPENSATION**

**BE IT RESOLVED**, Members of the Buchanan County Board of Supervisors are hereby authorized to be included as employees for the purposes of the Workers' Compensation Act of the Commonwealth of Virginia and entitled to all coverage provided under said Act.

Adopted on this the 6<sup>th</sup> day of January, 2025 by a vote of seven for and zero against.

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Chairman of the  
Buchanan County Board of Supervisors

Recorded vote

Moved by: Tim Hess  
Seconded by: Jeff Cooper  
Yeas: Seven  
Nays: Zero  
ATTEST:

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Robert Craig Horn, County Administrator

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**IN RE:            CONSIDER ADOPTING A RESOLUTION AUTHORIZING  
SPECIAL WARRANTS FOR PAYMENT OF CONSTRUCTION  
CONTRACTS**

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson with a roll call vote of seven (7) yeas, Trey Adkins, J. Carroll Branham, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution authorizing special warrants for the payment of construction contracts.

**RESOLUTION**

**IN RE: AUTHORIZATION OF SPECIAL WARRANTS FOR  
PAYMENT OF CONSTRUCTION CONTRACTS**

**BE IT RESOLVED**, by the Buchanan County Board of Supervisors that pursuant to Va. Code section 15.2-1243(B) that special warrants may be drawn on the county treasurer, payable out of county funds for payment on contracts of construction projects according to the terms of such contracts. All such special warrants shall be signed by the clerk of the Board of Supervisors and counter-signed by the Chairman of the Board of Supervisors. Said contract payments shall be reviewed and approved by the Board of Supervisors at the Board of Supervisors next regular meeting.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 6<sup>th</sup> day of January 2025 by a roll call.

Moved by: Jeff Cooper

Seconded by: Lee Dotson

Yeas: Seven

Nays: Zero

\_\_\_\_\_  
Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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

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

**IN RE: CONSIDER ADOPTING A RESOLUTION AUTHORIZING THE  
COUNTY ADMINISTRATOR TO PAY BUDGETED  
CONTRIBUTIONS IN THE SAME MANNER AS BILLS FALLING  
DUE BETWEEN BOARD OF SUPERVISORS MEETINGS**

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson with a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution authorizing the County Administrator to pay budgeted contributions in the same manner as bills falling due between board of supervisors meetings.

**RESOLUTION**

**RE: AUTHORIZE THE COUNTY ADMINISTRATOR TO PAY BUDGETED CONTRIBUTIONS IN THE SAME MANNER AS BILLS FALLING DUE BETWEEN BOARD OF SUPERVISORS MEETINGS**

**WHEREAS**, the County Administrator currently is authorized to pay bills that fall due between meetings of the Board of Supervisors with the payment of said bills being ratified by the Board of Supervisors at its next regular, special called or continued meeting; and

**WHEREAS**, the Board of Supervisors now wishes to authorize the County Administrator to pay budgeted contributions up to \$20,000 in the same manner as bills falling due between meetings of the Board of Supervisors with the Board of Supervisors ratifying the payment of said budgeted contributions at the next Board of Supervisors meeting; and

**NOW THEREFORE BE IT RESOVED**, that the Buchanan County, Va. Board of Supervisors hereby authorizes the County Administrator to pay budgeted contributions up to \$20,000 that are requested between Board of Supervisors meetings in the same manner as paying bills falling due between Board of Supervisors meetings with the Board of Supervisors ratifying the payment of said budgeted contributions at its next Board of Supervisors meeting.

This resolution was adopted on the 6<sup>th</sup> day of January, 2025.

**RECORDED VOTE:**

Moved by: Jeff Cooper  
Seconded by: Lee Dotson  
Yeas: Seven  
Nays: Zero

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

**ATTEST:**

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

----- 000 -----  
**IN RE: CONSIDER APPROVING BID IN THE AMOUNT OF \$47,748.00 AND CONTRACT BETWEEN BUCHANAN COUNTY, VA AND TORQUE ENTERPRISES, LLC FOR THE PARTIAL INSIDE DEMOLITION PROJECT FOR RUSSELL PRATER COMMUNITY CENTER AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

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

Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby approve the bid in the amount of \$47,748.00 and Contract between Buchanan County, VA and Torque Enterprises, LLC for the partial inside demolition project for Russell Prater Community Center and authorized the chairman and county administrator to execute the Contract with approval as to form by the county attorney.

## **CONTRACT**

**THIS AGREEMENT**, made and entered into this the 6<sup>th</sup> day of January, 2025 by and between **BUCHANAN COUNTY**, a political subdivision of the Commonwealth of Virginia, party of the first part, and Torque Enterprises 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 do a partial inside demolition 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 \$47,748.00 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 within 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**

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.

**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: \_\_\_\_\_  
Craig Stiltner, Chairman

Attest:

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

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

**IN RE: CONSIDER APPROVING BID IN THE AMOUNT OF \$47,748.00 AND CONTRACT BETWEEN BUCHANAN COUNTY, VA AND TORQUE ENTERPRISES, LLC FOR THE PARTIAL INSIDE DEMOLITION PROJECT FOR J.M. BEVINS COMMUNITY CENTER AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson with a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby approve the bid in the amount of \$47,748.00 and Contract between Buchanan County, VA and Torque Enterprises, LLC for the partial inside demolition project for J.M. Bevins Community Center and authorized the chairman and county administrator to execute the Contract with approval as to form by the county attorney.

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 6<sup>th</sup> day of January, 2025 by and between **BUCHANAN COUNTY**, a political subdivision of the Commonwealth of Virginia, party of the first part, and **TORQUE ENTERPRISES, LLC**, party of the second part, hereinafter referred to as “**Contractor**”.

**WITNESSETH:**

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

**I**

The Contractor agrees to do a partial inside demolition project at the J.M. Bevins Community Center, located at 8668 Slate Creek Road, Grundy, Virginia pursuant to the scope of service contained within the Invitation to Bid and make a part of this contract by reference thereto, as **Exhibit “A”** in Buchanan County, a copy of which is attached hereto and made a part hereof by reference. The Contractor shall provide all materials, equipment and labor necessary to complete job 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 **\$47,748.00** 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 within 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.

**EXECUTED IN DUPLICATE ORIGINALS.**

**WITNESS** the following signatures and seals:

**BUCHANAN COUNTY BOARD OF SUPERVISORS**

BY: \_\_\_\_\_  
Craig Stiltner, Chairman

Attest:

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

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

**IN RE:            CONSIDER APPROVING AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$6,826.85 TO BUCHANAN COUNTY LITTER CONTROL (PROJECTS AND CONTESTS) ACCOUNT NUMBER 82050-6025 FOR GRANT FUNDING RECEIVED FROM THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND TO ISSUE A CHECK IN THE AMOUNT OF \$1,838.00 TO THE TOWN OF GRUNDY FOR THE TOWN’S PORTION OF THE GRANT FROM ACCOUNT NUMBER 82050-6025**

After a general discussion by the board upon motion by Lee Dotson seconded by Tim Hess with a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$6,826.85 to Buchanan County Litter Control (projects and contests) account number 82050-6025 for grant funding received from the Department of Environmental Quality and to issue a check in the amount of \$1,838.00 to the Town of Grundy for the town’s portion of the grant from account number 82050-6025.

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

**IN RE:            CONSIDER APPROVING THE AGREEMENT REGARDING THE PAYMENT OF CDL TRAINING AND EXPENSES FOR COUNTY EMPLOYEES**

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

**AGREEMENT  
PAYMENT OF CDL TRAINING  
AND EXPENSES AGREEMENT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Buchanan County, Virginia, a political subdivision of the Commonwealth of Virginia, P.O. Drawer 950, Grundy, VA 24656, hereinafter called the “employer or County”, and \_\_\_\_\_, an individual employee of Buchanan County, Va., hereinafter referred to as “employee”.

**WHEREAS**, the employee is desirous of obtaining CDL training to enable the employee to perform the job as CDL truck driver for the County; and

**WHEREAS**, the employee understands that, should he or she engage in the CDL training at County expense, such expense may include but is not limited to costs of CDL training tuition and expenses; costs of performing background investigations; costs of medical, drug screening and other CDL/employment related examinations; and the cost of providing the employee’s salary or wages during the CDL training.

**WHEREAS**, the County is desirous of augmenting its work force with quality CDL truck drivers and is thus willing to assume various costs associated with the CDL training, and the employee’s salary or wages during CDL training, provided the County receives a commitment from the employee that he or she will remain employed with the Buchanan County, Virginia for a period of at least two years (2) years following the successful completion of the CDL training, barring permanent disability or death and,

**WHEREAS**, the employee understands and acknowledges that, should he or she receive CDL training at the expense of the County, he or she will be expected to remain in the employment of County for a period of at least two (2) years following the completion of the CDL training, barring permanent disability or death during said two-year period. The employee understands that failure to satisfy the full two-year work commitment to the County subsequent to the completion of the CDL training will result in the employee’s obligation and promise to reimburse the County in full for the amount indicated below:

The applicant agrees to reimburse Buchanan County, Virginia in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00), which includes the following items of expense incurred by the County for the employee’s CDL training:

- 1) CDL tuition in the amount of \$\_\_\_\_\_; and
- 2) Employee’s salary or wages during CDL training in the amount of \$\_\_\_\_\_;  
and
- 3) Expenses for any required background investigations, costs of medical exams, drug screenings and other miscellaneous CDL training expenses in the amount of \$\_\_\_\_\_.

**NOW WHEREFORE**, in consideration of the mutual promises and covenants contained in this agreement, County and the employee agrees as follows:

**SECTION ONE.** Buchanan County agrees that it will:

- (A) Consider the employee for CDL training to work as a truck driver for Buchanan County, with the County having sole discretion as to the

employee's job assignments, including but not limited to performing work as a truck driver.

- (B) Pay for a background investigation, costs of any required medical exams, and drug screenings to determine whether the employee is an appropriate candidate for CDL training.
- (C) Pay the tuition and any other miscellaneous CDL training expenses as set forth herein.
- (E) Pay the employee his or her salary or regular wages during any period in which he or she is receiving CDL training.

**SECTION TWO.** For purposes of this agreement, the employment obligation period shall be that period of time from two (2) years following the completion of CDL training.

**SECTION THREE.** The employee agrees that should he or she receive CDL training at the County's expense, he or she will not voluntarily terminate employment with Buchanan County during his or her employment obligation period. In the event that the employee does voluntarily terminate employment at any time during the obligation period, he or she shall reimburse Buchanan County according to the amounts indicated above for the full costs incurred by Buchanan County for CDL training on behalf of the employee. **Furthermore, the employee further agrees that if he or she is involuntarily terminated from employment with the County for cause during the obligation period, he or she shall reimburse Buchanan County according to the amounts indicated above for the full costs incurred by Buchanan County for CDL training on behalf of the applicant.**

**SECTION FOUR.** The employment obligation period referenced in this agreement shall expire on the second-year anniversary date of completion of CDL training.

**SECTION FIVE.** The employee agrees that continued employment with Buchanan County is contingent on continued performance to the satisfaction of Buchanan County. Nothing contained herein should be considered as a promise or an arrangement by Buchanan County to retain the employee as a county employee for the duration of the employment obligation period or any portion thereof.

**SECTION SIX.** The employee agrees that, should it become necessary for Buchanan County to file suit to collect costs **due for reimbursement**, he or she will pay the costs of said suit, including reasonable attorney's fees (even if in-house counsel is used) and all interest allowed at the **Commonwealth of Virginia's** legal rate **interest** on the amount which is owed.

**SECTION SEVEN.** The employee agrees that any money owed to Buchanan County at the time of separation from employment as a County employee shall be paid in full within ninety (90) days of separation.

**SECTION EIGHT.** This agreement shall be governed by the laws of the Commonwealth of Virginia. Any action, commenced to enforce the terms of this agreement shall be commenced in **either the General District Court and/or Circuit Court** of Buchanan County, Virginia. **The parties agree that Buchanan County, Virginia shall be deemed the appropriate venue for any court action brought pursuant to this agreement.**

**SECTION NINE.** This agreement shall in no way be construed to alter the terms and conditions of employment as set out by Buchanan County through its governing body, the Buchanan County Board of Supervisors.

**SECTION TEN.** The invalidity of any portion of this agreement will not and shall not affect the validity of any other portion. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect.

**SECTION ELEVEN.** Employee acknowledges that he or she has read and understands this agreement and has been provided sufficient opportunity to consult with an attorney or other person or advisor of choice prior to entering into this agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement as of the date first set forth above.

**EXECUTED IN DUPLICATE ORIGINALS.**

**EMPLOYEE** By: \_\_\_\_\_  
EMPLOYEE SIGNATURE  
\_\_\_\_\_  
EMPLOYEE'S NAME

BUCHANAN COUNTY, Va. By: \_\_\_\_\_  
Chairman of the Buchanan County  
Board of Supervisors

ATTESTED:

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

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

**IN RE: CONSIDER APPROVING EXEMPTION OF BUILDING PERMIT FEES FOR THE NEW SOUTHERN GAP HIGH SCHOOL**

L. Lee Moise, County Attorney stated earlier today, I'd discussed the exemption regarding building permit fees with Mr. Bart Chambers, Building Code Official. Mr. Chambers told me that some localities put a cap on the amount of building permit fees at \$25,000. This would be an amendment to the Buchanan County Ordinance, stated Mr. Moise.

The board can take action on this this evening, by adopting an emergency ordinance regarding the amendment to the county's ordinance, stated Mr. Moise. Also, we would need to set a public hearing for the February board of supervisors meeting to adopt this proposed emergency ordinance on a permanent basis, he commented.

Trey Adkins, Knox District Supervisor stated in the past J.A. Street Construction had to pay the full amount to get a building permit. Why do this now, the Corp of Engineers had provided the funding for the building permit already, he asked?

We're building a college campus at Southern Gap and now we're giving money away for no reason, stated Mr. Adkins. How do we explain this to taxpayers, he asked?

Craig Stiltner, Chairman stated the school system needs to save this money, because the new school project has been delayed for two to three years. The delay in constructing the school has cost an additional \$44 million. The project went from \$75

million to \$119 million. Also, the Buchanan County Public Service Authority (PSA) is getting ready to construct a new building at Southern Gap too, he stated.

The Corp of Engineers is funding the school system project up to \$120 million., stated Mr. Adkins. All we're doing is giving the building permit fee away, he commented. The PSA is going to have to borrow money or get it from us, stated Mr. Adkins.

What we're doing to giving the building permit fees back to the school system, stated Mr. Stiltner. The entire project has been delayed for over two to three years.

Mr. Moise stated if the board wishes they can adopt an emergency amended ordinance and set a cap of \$25,000 on fees for building permits for the County, PSA, School Board and IDA.

Mr. Adkins stated this is reducing revenue for the county by approving the emergency ordinance.

After a general discussion by the board upon motion by G. Roger Rife seconded by David Rose with a roll call vote of four (4) yeas, G. Roger Rife, David Rose, Craig Stiltner, Tim Hess and three (3) nays, Jeff Cooper, Lee Dotson and Trey Adkins, this board did hereby adopt the following Amended Ordinance of the Buchanan County Code Section 25-3 (Fees and Inspections) on an emergency basis and schedule a public hearing on Monday, February 3<sup>rd</sup>, 2025 regarding an amendment to Buchanan County Code Section 25-3 (fees and inspections).

§ 25-3. Fees; inspections. [Amended 6-1-2015]

A. Permits; inspection procedure.

- (1) All applicants shall have from the Buchanan County Health Department an updated septic system or layout and approved water, or statement from P.S.A. if on public water and sewage.
- (2) All work not performed by property owner must be done by Virginia State licensed contractors, with the appropriate endorsements for job to be performed.
- (3) No permit to begin work for new construction or other building operations shall be issued until the fees prescribed in this section shall have been paid. The fees shall be affixed at the following rates:
  - (a) Minimum fee: \$20.
  - (b) Residential (new houses and modular homes): \$0.05 per square foot.
  - (c) Singlewide mobile homes: \$40.
  - (d) Doublewide mobile homes: \$75.
  - (e) Commercial, industrial: \$7.50 per \$1,000 of estimated cost.
  - (f) All remodeling and additions: \$5 per \$1,000 of estimated cost.
  - (g) Specialty permits (electrical, plumbing, heating and cooling,

re-roofing, demolition, other miscellaneous): \$5 per \$1,000 of estimated cost.

(h) Storage tanks (install or remove): \$20 per tank.

(i) Storage and utility buildings: \$5 per \$1,000 of estimated cost.

B. Fee for plan review. A special fee shall be paid by the applicant when plans of a special design are filed with the Building Inspection Department. The fee for this review shall be that which is charged by the third-party certified plan reviewer and shall be in addition to any other fee required by this chapter.

C. There shall be a state levy of 2% on all permit fees.

D. Review fee. Work started prior to obtaining required permits shall be assessed a review fee equal to the normal permit fee, and payment of such fee shall not relieve any person from complying with the Uniform Statewide Building Code. **[Added 2-6-2023<sup>1</sup>]**

E. Inspections.

(1) For first inspection, the Building Code Office shall be notified when excavation is completed and before concrete is poured.

(2) Second inspection is on heating, electrical and plumbing rough-in.

(3) Final inspection upon completion.

(4) Work shall not proceed until the inspector has approved the various stages of construction.

(5) Approved plans must be retained on the job and card posted until final inspection has been made.

F. **Cap on fees for building permits for Buchanan County; the Buchanan County PSA; the Buchanan County IDA; and the Buchanan County Public School Board**

**(1) That the fee for a building permit for any structure built in Buchanan County by Buchanan County, the Buchanan County PSA, the Buchanan County IDA and the Buchanan County Public School Board, shall not exceed \$25,000.00, notwithstanding any other provision of section 25-3 herein.**

This amendment added to subsection "F" was approved on an emergency basis on 6<sup>th</sup> day of January 2025.

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Chairman

Buchanan County, Va. Board of Supervisors

Roll Call Vote:

David Rose yea

Tim Hess yea

Jeff Cooper yea

Craig Stilner yea

Lee Dotson yea

Trey Adkins yea

Roger Rife yea

ATTEST:

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

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

**IN RE: CONSIDER APPROVING ADDENDUM #1 TO THE CONTRACT BETWEEN BUCHANAN COUNTY, VIRGINIA AND JES CONSTRUCTION, LLC AND AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$38,377.06 TO SOUTH GRUNDY DISTRICT, PARK AND DEVELOPMENT ACCOUNT NUMBER 71060-7010-05 REGARDING THE POPLAR GAP PARK GYMNASIUM REPAIRS**

After a general discussion by the board upon motion by G. Roger Rife seconded by Trey Adkins with a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, G. Roger Rife, David Rose, Tim Hess, Jeff Cooper and zero (0) nays, this board did hereby approve the following Addendum #1 to the Contract between Buchanan County, Virginia and JES Construction, LLC and an additional appropriation in the amount of \$38,377.06 to South Grundy District, Park and Development account number 71060-7010-05 regarding the Poplar Gap Park gymnasium repairs.

**ADDENDUM # 1 TO CONTRACT BETWEEN BUCHANAN COUNTY,  
VIRGINIA AND JES CONSTRUCTION, LLC  
DATED OCTOBER 8, 2024**

Now come the parties, JES Construction, LLC “Contractor” and Buchanan County, Va., a political subdivision of the Commonwealth of Virginia, “County” and hereby agree to the following modifications of the JES contract dated October 8, 2024 providing for the construction services (repairs to the gym floor and foundation of the Poplar Gap Gym):

- 1) That the parties originally agreed to a JES contract dated October 8, 2024 providing for repairs to the gym floor and foundation of the Poplar Gap Gym for a total discounted contract price of \$151,688.17. Said original JES contract dated October 8, 2024 is attached and made a part of this Addendum by reference as Exhibit “A”. Subsequent to the execution of the original contract, JES engineers have determined that further support will be required to make the repairs to the gym floor and foundation at additional costs that will increase the total discounted contract price to \$190,065.23. A second JES contract dated December 3, 2024 memorializes the modifications of the original JES contract. The December 3, 2024 JES contract is attached and made a part of this Addendum by reference as Exhibit “B”. The Contractor and the County acknowledge that the County as a political subdivision of the Commonwealth of Virginia is required by the law of the Commonwealth of Virginia to include certain mandatory contractual provisions. Accordingly, the Contractor and the County have agreed to include such mandatory contractual provisions (anti-discrimination, drug free work place, compliance with immigration laws) along with other additional standard county contract provisions in this Addendum. Said mandatory contractual provisions and additional standard county contract provisions are attached and made a part of this Addendum by reference as Exhibit “C” (County Standard Contract Provisions).

EXECUTED IN DUPLICATE ORIGINALS:  
IN WITNESS WHEREOF:

CONTRACTOR: JES CONSTRUCTION, LLC

BY: \_\_\_\_\_,  
\_\_\_\_\_, President  
JES Construction, LLC

BUCHANAN COUNTY, VIRGINIA

BY: \_\_\_\_\_  
Robert Craig Horn, County Administrator for the  
Buchanan County, Va. Board of Supervisors

APPROVED TO AS TO FORM ONLY:

\_\_\_\_\_  
Lawrence L. Moise III, County Attorney

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

**IN RE: CONSIDER APPROVING TO ISSUE A CHECK IN THE AMOUNT OF \$8,000.00 TO PRATER FIRE DEPARTMENT FROM COUNCIL FIRE DEPARTMENT STATE FIRE FUND ACCOUNT FOR THE PURCHASE OF A 1987 FORD TANKER FIRE TRUCK**

After a general discussion by the board upon motion by Tim Hess seconded by Trey Adkins with a roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson, David Rose, Trey Adkins and zero (0) nays, this board did hereby approve to issue a check in the amount of \$8,000.00 to Prater Fire Department from Council Fire Department State Fire Fund account for the purchase of a 1987 Ford Tanker Fire Truck.

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

**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$25,000 FOR FUNDING FROM AMERICAN ELECTRIC POWER FOUNDATION**

After a general discussion by the board upon motion by Lee Dotson seconded by Trey Adkins with a roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson, David Rose, Trey Adkins and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$25,000.00 to be divided equally among the following food pantries regarding the donation received from AEP:

- Feeding My Sheep
- Rocklick Food Pantry
- Hurley Community Development

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

**IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS**

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

- Additional appropriation in the amount of \$170.08 to Rocklick Park and Recreation, account number 71040-5604-06;
- Additional appropriation in the amount of \$81.98 to Circuit Court Clerk's Office account number 21060-3320 (office supplies);
- Additional appropriation in the amount of \$1,050.00 to Rocklick Park and Recreation, account number 71040-5604-06;
- Additional appropriation in the amount of \$700.00 to Prater Park and Recreation, account number 71040-5604-05.

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**IN RE: CONSIDER APPROVING CONTRIBUTIONS AND TO ISSUE PAYMENT**

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

- Twin Valley High School (girls' basketball) \$5,000.00
- Grundy High School (Smart Board) \$1,805.00

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**IN RE: CONSIDER APPROVING THE IRS STANDARD MILEAGE RATES FOR 2025**

After a general discussion by the board upon motion by G. Roger Rife seconded by Lee Dotson and the following roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, David Rose, Tim Hess, Jeff Cooper, G. Roger Rife and zero (0) nays, this board did hereby approve the IRS Standard Mileage Rates for 2025 at 0.70 per cents for every mile of business travel driven.

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**IN RE: CONSIDER SCHEDULING A PUBLIC HEARING FOR MONDAY, FEBRUARY 3<sup>RD</sup>, AT 6:15 P.M. TO HEAR PUBLIC COMMENTS CONCERNING THE PROPOSED SALE OF PROPERTIES THAT HAS BEEN CONVEYED UNTO BUCHANAN COUNTY, VIRGINIA FROM THE U.S. ARMY CORP OF ENGINEERS, FOR THE MINIMUM PROPERTY VALUES SET BY THE ARMY CORP.**

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and the following roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, David Rose, Tim Hess, Jeff Cooper, G. Roger Rife and zero (0) nays, this board did hereby approve to schedule a public hearing for **Monday, February 3<sup>rd</sup>, at 6:15 p.m.** to hear public comments concerning the proposed sale of the following properties that have been conveyed unto Buchanan County, Virginia from the U.S. Army Corp of Engineers, for the minimum property values set by the army corp.

**PROPERTY RELEASED BY THE U.S. ARMY CORP OF ENGINEERS TO  
BUCHANAN COUNTY**

- Location: 28331 Riverside Drive, Grundy, VA., Tract No. 2804, former owners Rickey and Juree Ann Hackney, (Land value is \$8,000.00 per U.S. Army Corp.)
- Location: 28317 Riverside Drive, Grundy, VA., Tract No. 2803, former owners Kayla LeAnn Phillips and James Hill; (Land value is \$8,000.00 per U.S. Army Corp.)
- Location: 28309, Riverside Drive, Grundy, VA., Tract No. 2800, former owners Aaron and Kadie Skeens; (Land value is \$10,000.00 per U.S. Army Corp.)
- Location: 1092 Ratliff Road, Vansant, VA., Tract No. 3212, former owners Gary and Wilma Thomas. (Land value is \$9,500.00 per U.S. Army Corp.)

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**IN RE:            CONSIDER APPROVING THE INVOICE IN THE AMOUNT OF  
\$5,787.00 TO CUMBER PLATEAU REGIONAL MANAGEMENT  
WASTE AUTHORITY (CPRWMA) AND TO ISSUE PAYMENT**

After a general discussion by the board upon motion by G. Roger Rife seconded by Lee Dotson with a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, David Rose, Tim Hess, Jeff Cooper, G. Roger Rife and zero (0) nays, this board did hereby approve the invoice in the amount of \$5,787.00 to Cumber Plateau Regional Management Waste Authority (CPRWMA) and to issue payment.

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**IN RE:            CONSIDER ACCEPTING THE RESIGNATION FROM THE  
DIRECTOR OF THE COMMUNITY SERVICE DIVERSION  
PROGRAM**

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess with a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, David Rose, Tim Hess, Jeff Cooper, G. Roger Rife and zero (0) nays, this board did hereby accept the resignation from Alisha Stiltner, Director of the Community Service Diversion Program.

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**IN RE:            CONSIDER APPOINTING A COMMITTEE REGARDING  
NATURAL GAS DISTRIBUTIONS**

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson with a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, David Rose, Tim Hess, Jeff Cooper, G. Roger Rife and zero (0) nays, this board did hereby appoint Chris Mitchell, Jeff Cooper, Craig Stiltner, Lee Moise and Robert C. Horn to a committee regarding Natural Gas Distributions.

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**IN RE:            CONSIDER APPROVING TO TRANSFER SUPERVISION AND  
CONTROL OF THE BUCHANAN COUNTY COMMUNITY  
SERVICE DIVERSION PROGRAM BACK TO THE  
COMMONWEALTH ATTORNEY’S OFFICE**

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson with a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, Craig Stiltner, David Rose, Tim Hess, Jeff Cooper, G. Roger Rife and zero (0) nays, this board did hereby approve to transfer supervision and control of the Buchanan County Community Service Diversion Program back to the Commonwealth Attorney’s Office, effective immediately.

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**IN RE:            ADJOURNMENT**

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

\_\_\_\_\_  
Craig Stiltner, Chairman of the  
Buchanan County Board of Supervisors

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