

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on the 2nd day of June 2025 starting at 6:00 o'clock p.m. in the Board of Supervisors Meeting Room, 3rd floor of the Buchanan County Government Center, 4447 Slate Creek Road, Grundy, Virginia 24614. **This meeting was conducted by electronic communication (Zoom). The media and public were invited to participate.**

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

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

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

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IN RE: CONSIDER ADOPTING THE RESOLUTION AMENDING THE AGENDA

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, Craig Stiltner, Trey Adkins, Tim Hess, David Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did adopt the following Resolution amending the agenda for the board of supervisors meeting on June 2nd, 2025:

RESOLUTION

IN RE: AMENDING AGENDA FOR BOARD OF SUPERVISORS MEETING ON JUNE 2nd, 2025

BE IT RESOLVED, by the Buchanan County Board of Supervisors, that Buchanan County, Virginia hereby amends the Agenda for the Board of Supervisors' meeting of June 2nd, 2025 to add the following items to the Agenda for the Board's consideration:

- 1) Consider approving the 2024/2025 Virginia Community Development Block Grant Special Urgent Need Grant Funding and authorize the chairman and county

administrator to execute the agreement and other documents related to this grant with approval as to form by the county attorney.

- 2) Consider approving the Virginia Energy Resiliency Study Energy Resilience Planning Grant award in the amount of \$10,000.00 and authorize the chairman and county administrator to execute any and all documents related to this grant with approval as to form by the county attorney.
- 3) Consider any and all flood relate issues.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 2nd day of June 2025 by a roll call vote of seven for and zero against.

Motion made by: Lee Dotson
Second: Tim Hess
Yeas: Seven
Nays: Zero

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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IN RE: CONSENT AGENDA

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

- a. Approve minutes for May 5th and 22nd, 2025;
- b. Ratify payroll after review;
- c. Ratify the payment of bills by Resolution adopted on January 6th, 2025.
(Including the Buchanan County Head Start ratified bill list and bill list)
- d. Approve coyote claims in the amount of \$100.00 per claim and to issue a check for each claim (list attached).

Ethan Kiser	Two Claims
Freddie Vires	One Claim
Lukas Shortt	Three Claims
Jimmy Clevinger	One Claim
Ricky Horn	One Claim

Randall Turner

Justin Davis

One Claim

One Claim

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IN RE: **MARCUS STILTNER, COAL ROAD ENGINEER - CONSIDER APPROVING INVOICE COAL000138 IN THE AMOUNT OF \$30,093.42 FROM VDOT FOR CST PROJECTS 122112 REGARDING INTERSECTION PROJECT ROUTE 83/744 AND TO ISSUE A CHECK FOR THE INVOICE FROM ACCOUNT NUMBER CST 05-41080-7012**

Marcus Stiltner, Coal Road Engineer stated the invoice from the Virginia Department of Transportation is okay to pay.

After a general discussion by the board upon motion by David Rose seconded by G. Roger Rife and with the following roll call vote of seven (7) yeas, Trey Adkins, G. Roger Rife, David Rose, Lee Dotson, Tim Hess, Craig Stiltner, Jeff Cooper and zero (0) nays, this board did hereby approve the invoice COAL000138 in the amount of \$30,093.42 from VDOT for CST projects 122112 regarding intersection project route 83/744 and to issue a check for the invoice from account number CST 05-41080-7012.

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IN RE: **CONSIDER APPROVING REQUEST #5 FROM BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY IN THE AMOUNT OF \$180,114.98 FROM THE COAL HAUL ROAD FY 2024-2025 (VARIOUS INVOICES) TO BE PAID FROM ACCOUNT #05-41080-7015**

After a general discussion by the board upon motion Lee Dotson seconded Jeff Cooper and a roll call vote of Trey Adkins, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson, zero (0) nays and two (2) abstentions, Tim Hess and David Rose, this board did hereby approve request #5 from Buchanan County Public Service Authority in the amount of \$180,114.98 from the Coal Haul Road FY 2024-2025 (various invoices) to be paid from account #05-41080-7015.

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IN RE: **CONSIDER APPROVING AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$24,801.00 TO THE BUCHANAN COUNTY BRIDGE CREW ACCOUNT NUMBER 41101-5899 FOR FUNDING RECEIVED FROM VACORP FOR THE LOSS OF A BOBCAT SKIDSTEER**

Trey Adkins, Knox District Supervisor asked what happened to the Bobcat Skidsteer?

Marcus Stiltner, Coal Road Engineer stated it was damaged in the February 15th flooding and I need to replace it with the funding that was received from the county's insurance.

After a general discussion by the board upon motion by Tim Hess seconded by David Rose and with the following roll call vote of seven (7) yeas, Trey Adkins, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$24,801.00 to the Buchanan County Bridge Crew account number 41101-5899 for funding received from VACORP for the loss of a Bobcat Skidsteer.

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**IN RE: CONSIDER ADOPTING THE SOLE SOURCE NOTICE AND
RESOLUTION REGARDING BUCHANAN COUNTY'S HOT MIX
ASPHALT SUPPLIER FOR JULY 1, 2025 THROUGH JUNE 30,
2027 AND AUTHORIZE THE CHAIRMAN, COUNTY
ADMINISTRATOR TO EXECUTE THE CONTRACT WITH
APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson and with the following roll call vote of seven (7) yeas, Trey Adkins, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson and zero (0) nays, this board did hereby adopt the Sole Source Notice and Resolution regarding Buchanan County's Hot Mix Asphalt Supplier for July 1, 2025 through June 30, 2027 and authorized the chairman, county administrator to execute the contract with approval as to form by the county attorney.

NOTICE

**RE: PENDING AWARD OF CONTRACT TO
W-L CONSTRUCTION AND PAVING, INC. WHOM HAS BEEN
DETERMINED TO BE SOLE SOURCE CONTRACTOR FOR HOT MIX
ASPHALT SUPPLIER FOR BUCHANAN COUNTY, VIRGINIA**

PLEASE TAKE NOTICE:

- 1) Due to issues of the unavailability of hot mix asphalt suppliers it has been determined that W-L Construction and Paving, Inc. is the sole source for hot mix asphalt suppliers for Buchanan County, Virginia.
- 2) The Buchanan County, Va., Board of Supervisors will consider a Resolution to approve and award the contract to W-L Construction and Paving, Inc. for the hot mix asphalt supplier for Buchanan County, Virginia for a term of two years beginning July 1st, 2025 through June 30th, 2027 according to the proposal provided by W-L Construction and Paving, Inc. dated May 27th, 2025, which is attached as exhibit "A" and may be renewed by Buchanan County for an

additional two year consecutive terms at its June 2nd, 2025 board meeting to be held in the Board of Supervisors meeting room on the 3rd floor of the Buchanan County Government Building, 4447 Slate Creek Road, Grundy, Virginia.

PLEASE CONDUCT YOURSELF ACCORDINGLY.

Issued by directive of the County Administrator this 2nd day of June, 2025.

Robert Craig Horn, County Administrator
Buchanan County, Virginia

RESOLUTION

RE: W-L CONSTRUCTION AND PAVING, INC. AS SOLE SOURCE FOR CONTRACT FOR HOT MIX ASPHALT SUPPLIER FOR BUCHANAN COUNTY, VIRGINIA

WHEREAS, prior to the issuance of an invitation to bid, Marcus Stiltner, Coal Road Engineer conducted an investigation of potential vendors in regard to the contemplated procurement of a hot mix asphalt supplier for Buchanan County, Virginia; and

WHEREAS, after a thorough investigation, Marcus Stiltner has concluded that W-L Construction and Paving, Inc. is the only one source practicably available to provide hot mix asphalt to Buchanan County, Virginia; and

WHEREAS, it has been determined that due to issues of the unavailability of hot mix suppliers within Buchanan County, Virginia that W-L Construction and Paving, Inc. is the sole source to provide hit mix asphalt supplier for Buchanan County.; and

WHEREAS, W-L Construction and Paving, Inc. will provide hot mix asphalt for the term of two years beginning July 1st, 2025 through June 30th, 2027 according to the proposal provided by W-L Construction and Paving, Inc. dated May 27th, 2025, which is attached as exhibit “A” and may be renewed by Buchanan County for an additional two-year consecutive term; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Buchanan County, Va., Board of Supervisors and the County Administrator are hereby authorized to execute a Contract with W-L Construction and Paving, Inc. Be It Furthermore Resolved that the County Administrator is directed to post a Notice as required by Virginia Code Section 2.2-4303(E) in the designated public area and on county website stating that the contract was awarded this day to W-L Construction and Paving, Inc.

This Resolution was adopted on the 2nd day of June, 2025.

Recorded Vote:

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

Craig Stiltner, Chairman of the Buchanan
County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

BUCHANAN COUNTY HOT MIX ASPHALT SUPPLIER CONTRACT

THIS AGREEMENT, made and entered into this the 2nd day of June, 2025 by and between **BUCHANAN COUNTY**, a political subdivision of the Commonwealth of Virginia, party of the first part, and **W - L CONSTRUCTION AND PAVING, INC.**, party of the second part, hereinafter referred to as “Contractor”.

WITNESSETH:

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

I. GENERAL PROVISIONS

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

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

II. CONTRACT DURATION

The Hot Mix Asphalt Supplier contract per district shall be for a two (2) year term with a two (2) year extension option with the commencement date to begin July 1, 2025 and shall terminate on June 30, 2027.

III. CONTACT INFORMATION

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

IV. SUBCONTRACTOR REQUIREMENTS

Not Applicable

V. AWARD AND EXECUTION OF CONTRACT

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

VI. PRECONSTRUCTION MEETING

Not Applicable

VII. INVOICING REQUIREMENTS

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

VIII. SPECIAL TERMS AND CONDITIONS

No additional compensation not provided in this Agreement shall be demanded or received by the Contractor for any additional material provided, unless the foregoing provisions of this Agreement have been complied with strictly and modification of said contract is compliant with VA Code Section 2.2-4309.

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

No modification of any of the terms of this contract, nor any extension of contract time shall be valid without the advance written approval of the Buchanan County Board of Supervisors and in compliance with VA Code Section 2.2-4309.

Claims by the Contractors shall be made in accordance with Section 2.2-4363 of the 1950 Code of Virginia, as amended, and shall include a sworn written statement of facts substantiating such claims, together with copies of all documents and photographs which tend to substantiate such claim. The Contractor shall be allowed to appear before the Board of Supervisors within thirty (30) days after having filed such claim to present its argument in support of such claim. The Board of Supervisors which tends to substantiate such claim in writing within sixty (60) days of the time set for such hearing.

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

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

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Buchanan County shall be the proper venue for any litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction.

If any provisions of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless remain in full force and effect.

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

IX. AUTHORITIES AND DUTIES OF ROAD INSPECTOR

Not Applicable

X. PROJECT SPECIFICS

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

EXECUTED IN DUPLICATE ORIGINALS

WITNESS the following signatures and seals:

Name of Prime Contractor: **W - L CONSTRUCTION AND PAVING, INC**

Duly Representative for Contractor (Print): _____

Duly Representative for Contractor (Signature): _____

BUCHANAN COUNTY BOARD OF SUPERVISORS

By: _____
Chairman, Buchanan County Board of Supervisors

ATTEST:

By: _____
County Administrator for Buchanan County

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IN RE: PUBLIC COMMENTS

Sandy Weekley, Extension Agent stated the 2nd Annual 4-H Buchanan County Cop Shop Clean-Up is scheduled for June 4th, from 10:00 a.m. to 4:00 p.m. at the Buchanan County Sheriff’s Office. This event allows the kids involved in 4-H in the county go to 4-H camp this summer.

Sheriff Allen Boyd stated the youths are washing the sheriff’s office vehicles as well as the state police officers’ vehicles and Town of Grundy vehicles. They will only be cleaning the outside of the vehicles.

Trey Adkins, Knox District Supervisor stated, “I did this job for fourteen year and been through hell several times, there and back.” “I went around an around and around

without any help.” “Bobby May is one thing and coming after me is one thing, but I want to be real clear and I’m confident someone is listening getting out and telling lies on my mother’s company, defamation that company is strong enough to financially strong enough to financially destroy this person.” When a \$3 to \$5 million defamation suit is filed and then you will be required to hire an attorney to answer those suits within 21 days, which will cost you through the nose and battle a financially stable company for the next six months to a year. “Make no mistake we will shut you up because you are lying trying to sabotage a company because you don’t like my smart-ass mouth is a problem.” “You’re like a cricket when I walk by you “chirp, chirp, chirp,” until I walk by and then you’re silent, because you’re a coward, he voiced.” So, me stretching you out is not, I’m above doing because I’ve got somewhere of a hundred and some charges and one more isn’t going to make a shit. “So, I’ warning you messing with me, is one thing, but messing with my mother is a different thing., he stated.” You’ll see a side of me you don’t want to see and that’s a fact, piss on this board, I can walk away from it don’t mess with my mother and that’s a fact and that’s simple as it gets, he voiced. “One thing I’ll leave you with you, you’ll never get criticized from people that’s doing more that you are, it’s always the useless people that’s doing nothing that criticizes me for the job I’m doing and they don’t like the job I’m doing.” “Man, up and do your part.” I’m done; he voiced.”

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IN RE: CONSIDER APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2025-2026 BY ADOPTING THE PROPOSED ORDINANCE ENTITLED: “GENERAL COUNTY BUDGET (INCLUDING DOG TAX FUND, LAW LIBRARY FUND AND THE HEAD START FUND) AND THE SCHOOL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2025 TO JUNE 30TH, 2026 AND LEVY FOR TAX YEAR COMMENCING ON JANUARY 1ST, 2025

After a general discussion by the board upon motion by Jeff Cooper seconded by David Rose and with the following roll call vote of six (6) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson and one (1) nay, Trey Adkins, this board did hereby approve the proposed budget for Fiscal Year 2025-2026 by adopting the following proposed Ordinance entitled: “General County Budget (including Dog Tax Fund, Law Library Fund and the Head Start Fund) and the School Budget for the fiscal year beginning July 1st, 2025 to June 30th, 2026 and levy for tax year commencing on January 1st, 2025.

VIRGINIA: IN THE BUCHANAN COUNTY BOARD OF SUPERVISORS

**IN RE: APPROVAL OF THE AMENDED 2025-2026 BUDGET FOR
BUCHANAN COUNTY AND THE SETTING OF TAX LEVIES FOR
BUCHANAN COUNTY**

THAT WHEREAS, a public hearing was held at least seven days prior to this date concerning the Buchanan County's budget for the fiscal year 2025-2026, and the Buchanan County Board of Supervisors' proposal to set tax rates for Buchanan County as listed hereafter in this Resolution; and

WHEREAS, such public hearing was held after notice had been given as provided by law; and

NOW THEREFORE, the Buchanan County Board of Supervisors approves and appropriates the Buchanan County Budget on a departmental basis for the fiscal year 2025-2026, a copy of which is attached hereto marked “Buchanan County Budget for the fiscal year 2025-2026” and made a part hereof by reference; furthermore the Buchanan County Board of Supervisors appropriates the County budget on a departmental basis on a monthly basis and appropriates the local funding to the School System on a monthly basis as set forth in a separate resolution to be adopted by this Board, and

The Buchanan County Board of Supervisors levies the following taxes for the fiscal year 2024-2025 at the rate listed out from each of such taxes:

- a) Real Estate and Mobile Home Tax at the rate of \$.39 per \$100 of assessed value

- b) Personal Property and at the rate of \$1.95 per \$100 of
Machinery and Tools Tax assessed value
[The tax on motor vehicles will be adjusted to reflect forty-five (45%) percent rate of return from the state on qualifying vehicles.]

- c) Merchants Capital at the rate of \$2.00 per \$100 of assessed value

and,

The Buchanan County Board of Supervisors **RESOLVES** that the following accounts shall have their balance at the end of this fiscal year 2024-2025 applied to their balance as set forth in the County's budget for the fiscal year 2025-2026 (an example of this is if a rescue squad had \$2,000 budgeted for it in the fiscal year 2024-2025 and only had \$1,000 of such sum appropriated to it and spent, then it would have \$3,000 available to it for the fiscal year 2025-2026; likewise, if it had overspent its budget by \$1,000, then it would only have \$1,000 available to it in the fiscal year 2025-2026):

- a) Buchanan County Highways, Streets, and Bridges Accounts;

- b) All Fire Department Accounts;
- c) All State Fire Fund Accounts;
- d) All Rescue Squad Accounts;
- e) All Park and Recreation Accounts;
- f) All Senior Citizens Accounts;
- g) All Park Development Accounts;
- h) 29th Judicial Drug Task Force Account;
- i) The Council Pool Account;
- j) The Buchanan County Fair;
- k) Buchanan County Department of Social Services

All other accounts not listed above in a) through l) in the Budget for FY 2024-2025 that have positive balances on June 30, 2025 shall be zeroed out with the Treasurer directed to transfer said surplus funds back into the General Fund on July 1, 2025; and, be it further

RESOLVED that a sum of money is transferred from Transfer Account at line-Item No. 094100-7000 in Buchanan County's budget for the fiscal year 2025-2026 to any of such accounts, which are deficient for the purpose of balancing those accounts for the fiscal year 2024-2025; and, be it further; and

RESOLVED that the total amount of the County budget allocated for the Buchanan County Public School Division for the fiscal year 2025-2026 is \$8,100,000.00; that the total amount of the budget for Buchanan County for the fiscal year 2025-2026, is \$58,980,437.00; and that the total amount of revenue which Buchanan County anticipates is \$58,980,437.00 from the collection of taxes, and use of surplus funds; the total School Budget is \$150,086,951.00 which is included in the County Budget to be approved; so the total budget that is hereby approved is \$200,967,388.00 (\$58,980,437.00 + \$150,086,951.00 less \$8,100,000.00); and

RESOLVED, that supervisors' salaries for the first half of fiscal year 2024-2025 shall remain at their current rates, which are as follows: Chairman \$8,800.00 per year, Vice-Chairman \$8,200.00 per year, and all other members \$7,000.00 per year; beginning on January 1, 2025 pursuant to Virginia Code section 15.2-1414.2 the supervisors' salaries shall be as follows: Chairman \$8,800.00 per year; Vice Chairman \$8,200.00 per year; and all other members \$7,000.00 per year. Said salaries shall remain fixed without increase until January 1st of the year (2028) following the next election of supervisors.

RESOLVED, that the County Administrator is authorized to make transfers of appropriations as necessary to balance accounts with deficit balances at the end of the Fiscal Year; and

RESOLVED, that the Treasurer shall transfer cash as needed to satisfy appropriations up to the amount of said appropriations; and

RESOLVED, that the County Administrator is authorized to pay bills that are received between Board of Supervisors meetings with such bills being ratified at the next Board of Supervisors meeting; and

RESOLVED, that the \$350,000.000 in cash in the Coal Road Plan for Fiscal Year 2025/2026 is transferred to Fund 53, Water Treatment Plant Facility; and

RESOLVED, that this Resolution constitutes an Ordinance titled “APPROVAL OF THE 2025-2026 BUDGETS FOR BUCHANAN COUNTY AND THE SETTING OF TAX LEVIES FOR BUCHANAN COUNTY.”

The foregoing was adopted by the Buchanan County Board of Supervisors on this the 2nd day of June, 2025 by the following roll call vote:

David Rose yea
G. Roger Rife yea
Lee Dotson yea
Jeff Cooper yea
Tim Hess yea
Craig Stiltner yea
Trey Adkins nay

Craig Stiltner, CHAIRMAN of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator
and Clerk of the Board

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**IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING
 BUCHANAN COUNTY PUBLIC SCHOOLS BUDGET FUNDING
 FOR FY 2025/2026**

After a general discussion by the board upon motion by Lee Dotson seconded by Jeff Cooper and with the following roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson, Trey Adkins, and zero (0) nays, this board did hereby adopt the following Resolution regarding Buchanan County Public Schools budget funding for FY 2025/2026.

RESOLUTION

IN RE: BUCHANAN COUNTY PUBLIC SCHOOLS

WHEREAS, Buchanan County's original budget for the fiscal year 2025-2026 provides local funding for the Buchanan County Public Schools in the amount of \$8,100,000.00; and

WHEREAS, Buchanan County Public Schools needs the funds approved by the board of supervisors in the amount of \$8,100,000.00 to be paid in accordance with a fixed schedule; and

THEREFORE, BE IT RESOLVED, that the \$8,100,000.00 in local funds budgeted for Buchanan County Public Schools are transferred from the County’s Operating Budget for the county share for the 2025-2026 Fiscal Year School Operation to School Operating Budget R-5105000 to be appropriated and paid in twelve (12) monthly installments of \$675,000.00 each, with the first of such payments to be made on or before the 15th day of July, 2025, and with additional transfers to be made on or before the 15th day of each month thereafter through the 15th day of June 2026, at which time such funds shall be paid in full.

The foregoing Resolution was adopted by the Buchanan County Board of Supervisors on this the 2nd day of June, 2025.

David Rose	yea
G. Roger Rife	yea
Lee Dotson	yea
Tim Hess	yea
Jeff Cooper	yea
Craig Stiltner	yea
Trey Adkins	yea

Craig Stiltner, Chairman
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator and Clerk of the Board

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**IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING
BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY BUDGET
FUNDS FOR FY 2025/2026**

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson and with the following roll call vote of five (5) yeas, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson, Trey Adkins, zero (0) nays and two (2) abstentions, Tim Hess and David Rose, this board did hereby adopt the following Resolution regarding Buchanan County Public Service Authority budget funds for FY 2025/2026.

RESOLUTION

IN RE: BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY

WHEREAS, Buchanan County's budget for the fiscal year 2025-2026 provides funding for the Buchanan County Public Service Authority in the amount of \$2,509,032.00; and

WHEREAS, Buchanan County Public Service Authority needs these funds paid in accordance with a fixed schedule; and

THEREFORE, BE IT RESOLVED, that the balance of such funds budgeted for Buchanan County Public Service Authority are appropriated and shall be paid in six (6) monthly installments of \$418,172.00 each, with the first of such payments to be made on or before the 15th day of July, 2025, and with a like payment to be made on or before the 15th day of each month thereafter through the 15th day of December 2025, at which time such funds shall be paid in full.

The foregoing Resolution was adopted by the Buchanan County Board of Supervisors on this the 2nd day of June, 2025.

David Rose	abstention
G. Roger Rife	yes
Lee Dotson	yea
Tim Hess	abstention
Jeff Cooper	yea
Craig Stiltner	yea
Trey Adkins	yea

Craig Stiltner, Chairman
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator and
Clerk of the Board

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**IN RE: CONSIDER APPROVING REQUEST #3 AND TO ISSUE A
CHECK IN THE AMOUNT OF \$14,618.62 FROM THE
BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY (PSA)
ACCOUNT NUMBER 01-82090-5604-01 FOR THE NEW
BUILDING SITE**

After a general discussion by the board upon motion by Jeff Cooper seconded by Trey Adkins and with the following roll call vote of five (5) yeas, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson, Trey Adkins, zero (0) nays and two (2) abstentions, Tim Hess and David Rose, this board did hereby approve request #3 and to issue a check in the amount of \$14,618.62 from the Buchanan County Public Service Authority (PSA) account number 01-82090-5604-01 for the new building site.

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**IN RE: CONSIDER APPROVING THE CONSULTING AGREEMENT
BETWEEN DR. ANDREW J. ANDERSON AND BUCHANAN
COUNTY, VIRGINIA TO ASSESS THE VIABILITY OF A
COUNTY-OWNED AND MANAGED CLINIC AND PHARMACY
INTENDED TO SERVE BUCHANAN COUNTY EMPLOYEES
AND AUTHORIZE THE CHAIRMAN AND COUNTY
ADMINISTRATOR TO EXECUTE THE AGREEMENT WITH
APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Jeff Cooper seconded by David Rose and with the following roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson, Trey Adkins and zero (0) nays, this board did hereby the approve the Consulting Agreement between Dr. Andrew J. Anderson and Buchanan County, Virginia to assess the viability of a county-owned and managed clinic and pharmacy intended to serve Buchanan County employees. A copy of this agreement is located in the Buchanan County Administrator’s Office for review.

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

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

- Acceptance of Deed by and between Caroline Cole Keen aka Carolyn Keen by Frederick V. Keen, her attorney-in-fact (Grantor) and Buchanan County, Virginia (Grantee);
- Acceptance of Deed by and between Joseph W. Estep (Grantor) and Buchanan County, Virginia (Grantee);
- Acceptance of Deed by and between Teresa Blankenship Riffe and William Riffe, husband and wife, (Grantor) and Buchanan County, Virginia (Grantee);
- Acceptance of Deed by and between Alma Ruth Rife (Grantor) and Buchanan County, Virginia (Grantee).

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN CAROLINE COLE
KEEN AKA CAROLYN KEEN BY FREDERICK V. KEEN AND
BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 250000333 between Caroline Cole Keen aka Carolyn Keen by Frederick V. Keen and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 6001.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 2nd day of June, 2025 by a roll call vote of seven for and zero against.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN JOSEPH W. ESTEP
AND BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 250000156 between Joseph W. Estep and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 2908.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 2nd day of June, 2025 by a roll call vote of seven for and zero against.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN TERESA
BLANKENSHIP RIFFE AND WILLIAM RIFFE, HUSBAND AND WIFE AND
BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 25000258 between Teresa Blankenship Riffe and William Riffe, husband and wife and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 2912.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 2nd day of June, 2025 by a roll call vote of seven for and zero against.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN ALMA RUTH RIFE
AND BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 25000439 between Alma Ruth Rife and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 3413.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 2nd day of June, 2025 by a roll call vote of seven for and zero against.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

**IN RE: CONSIDER ADOPTING THE RESOLUTION FINDING
PURSUANT TO VIRGINIA CODE SECTION 2.2-4302.2(A)(3)
THAT TERRA TECH ENGINEERING SERVICES P.C.
SUBMITTED THE ONLY PROPOSAL TO THE COUNTY’S RFP
FOR ENGINEERING SERVICES FOR MULTI-PROJECTS
CONTRACT AND IS DETERMINED TO BE THE ONLY ONE
OFFEROR FULLY QUALIFIED**

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, Craig Stiltner, David Rose, Tim Hess, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby approve the following Agreement between Buchanan County and Terra Tech Engineering Services, P.C. regarding the multi-projects contract and authorized the chairman and county administrator to execute the agreement with approval as to form by the county attorney.

THIS AGREEMENT made and entered into on this the 2nd day of June, 2025, by and between **BUCHANAN COUNTY**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as the "County", and Terra Tech Engineering Services, P.C., hereinafter sometimes referred to as "Terra Tech".

WITNESSETH:

THAT WHEREAS, the County desires the multi-project services of a professional engineering firm licensed in the Commonwealth of Virginia to perform engineering services for the County which services shall include the design of County buildings, other structures, roads and bridges, assisting and providing engineering services to local building and mapping officials, and the performance of other engineering services and surveying for the County; and

WHEREAS, the Request for Proposal and its terms upon which the procurement of this contract is based are hereby incorporated into this contract by reference and attached hereto as Exhibit “A”; and

WHEREAS, such duties shall include work requiring the consistent exercise of discretion and judgment; and

WHEREAS, the County has advertised the availability of such position pursuant to the Virginia Public Procurement Act and has chosen to enter into this Contract with Terra Tech Engineering Services, P.C. through the competitive negotiation process; and

NOW THEREFORE, in consideration of the premises and of the foregoing covenants and agreements, the parties covenant and agree as follows:

1) Terra Tech hereby agrees to furnish the services of its licensed professional engineers and other employees to Buchanan County for the purpose of providing engineering services for the County which services shall include the design of County buildings, other structures, roads and bridges, assisting and providing engineering services to local building and mapping officials, and the performance of other engineering and surveying services.

2) Terra Tech shall remain an independent contractor at all times during the course of this Agreement, shall provide its own equipment and supplies and determine its own work methods.

3) Terra Tech shall keep a record of all services it performs for the County, of the time which each of its employees spends working for the County and of the costs it accrues in providing such engineering services to the County. Such records shall be made available to the County for review upon request of the Buchanan County Board of Supervisors or the County Administrator.

4) Terra Tech shall bill the County for its services performed and costs expended prior to the 25th day of each month. With each monthly invoice, Terra Tech shall supply the County with copies of any final plans, maps, or other finalized documents produced by Terra Tech during the term of this contract and not previously supplied to the County. The County shall pay Terra Tech in accordance with the fee schedule dated July 1st, 2025, a copy of which is attached hereto and made a part of this contract by reference as Exhibit "B".

5) Terra Tech agrees that it may only be assigned jobs to be done for the County by Resolution of the Buchanan County Board of Supervisors or by written instruction of the County Administrator. However, Terra Tech is authorized to begin work upon receiving the verbal instructions of the County Administrator, provided that such verbal instructions are subsequently memorialized in writing by the parties. Terra Tech shall provide a list of names and phone numbers as points of contact during both regular office hours for Terra Tech and during times the Terra Tech office is not open to the public.

6) The term of this contract shall be for a one (1) year period beginning on the 1st day of July 2025. This contract may be renewed at the option of the County for three additional one-year terms. The County may provide Terra Tech notice of renewal at least 30 days prior to expiration of a pending contract term. Upon receipt of notice from the County of an intent to renew or upon its own initiative, Terra Tech may notify the County within seven days of receipt of a notice to renew or prior to the expiration of a term of this contract of the desire for the parties to mutually renegotiate the fee schedule for the renewed contract term. If the parties cannot reach a mutual agreement on a renegotiated

fee schedule, the County may withdraw its notice to renew. If the County does not issue a notice to renew or terminate and Terra Tech does not issue a notice to renegotiate the fee schedule, this contract will automatically renew for another one-year term with the same fee schedule previously agreed upon, up to a maximum of three one-year renewals. The cumulative total project fees of Terra Tech shall not exceed Ten Million Dollars (\$10,000,000.00) for any one-year term. The project fee for any single project shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00). Any unused amounts from the preceding contract term shall not be carried forward to the next contract term. Terra Tech agrees that its employment as a contractor for the County shall be at the will of the Buchanan County Board of Supervisors who may release Terra Tech at any time without cause.

7) The County agrees that Terra Tech may resign at any time; however, it shall provide the County with a minimum of thirty (30) days advance notice of its resignation. Terra Tech shall continue to work during that month unless it is instructed not to do so by the Buchanan County Board of Supervisors in which event it will not be paid for such month.

8) Upon the termination of this Agreement Terra Tech shall turn over all maps, plans, and documents which were either obtained or created for the benefit of the County and which it has in its possession or its employees have in their possession, to the County Administrator. All documents, maps and plans prepared by Terra Tech and its employee for the benefit of the County during the course of its employment by the County shall be the sole and exclusive property of the County. During the term of this contract, Terra Tech shall designate a representative of its firm to handle in timely manner the specific requests for materials by the County, including the County's County Road Engineer and Mapping office. The representative from Terra Tech and the County Attorney shall agree as to a procedure for the request of materials by the County from Terra Tech that is mutually agreeable to both the County and Terra Tech.

9) During the performance of this Agreement, Terra Tech agrees as follows:

- A. 1. Terra Tech 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 Terra Tech. Terra Tech agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. Terra Tech, in all solicitations or advertisements for employees placed by or on behalf of Terra Tech, will state that Terra Tech 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. Terra Tech will include the provisions of the foregoing paragraphs 9) A.1, 9) A.2., and 9) A.3 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 Agreement, Terra Tech will:
1. Provide a drug-free workplace for Terra Tech'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 Terra Tech'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 Terra Tech that Terra Tech 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. Terra Tech shall not during the performance of this agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. In the event of Terra Tech's noncompliance with this section of this Agreement, (Section 9), this agreement may be cancelled, terminated or suspended, in whole or part, and Terra Tech may be declared ineligible for

further Agreements and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

10) Terra Tech shall indemnify and save harmless Buchanan County and its Board of Supervisors against all losses, or damages on account of injury to persons or property occurring in the performance of this Agreement together with any and all attorneys' fees incurred by Buchanan County on account of any thereof.

11) Terra Tech shall, at its own cost and expense, procure and maintain insurance required under the Virginia Workers' Compensation Act; professional liability insurance in the minimum amount of \$1,000,000.00; motor vehicle insurance with minimum limits of \$1,000,000.00; as well as general liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00. Terra Tech shall have Buchanan County placed on the aforesaid insurance policies as an additional insured and provide the County with certificates of such insurance.

12) In the performance of the work under this Agreement, Terra Tech 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.

13) 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,

14) 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.

15) That it is understood by Terra Tech that Lawrence L. Moise III, County Attorney for Buchanan County, Virginia, represents the County in the drafting of this Agreement. Furthermore, Terra Tech understands that since Lawrence L. Moise III represents the County he cannot represent Terra Tech's interest in this matter. That by the execution of this Agreement, the parties indicate that they understand the terms of the Agreement and they intend to be bound by the terms hereof. Terra Tech further acknowledges that it should seek the advice of an attorney of its own choosing prior to executing this Agreement; and, Terra Tech acknowledges that it has a right to its own attorney to represent it in this matter and has a right to have such attorney review this document before it is executed. All these rights being fully understood, the parties do hereby voluntarily agree, after being advised of the above, and after understanding completely the terms of this Agreement, to execute this document of their free consent.

16) On the 2nd day of June, 2025, at a duly held meeting of the Buchanan County Board of Supervisors, the Board authorized the County to enter into this Agreement with Terra Tech Engineering Services and authorized Craig Stiltner, Chairman of the Buchanan County Board of Supervisors, and Robert C. Horn, County Administrator, to execute this Agreement on behalf of the Buchanan County Board of Supervisors.

17) Terra Tech, 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.

18) By his execution of this Agreement Lawrence L. Moise III, County Attorney for Buchanan County approves of the form of this Agreement.

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

BY: _____
Craig Stiltner, Chairman, Buchanan County
Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

APPROVED TO AS TO FORM:

Lawrence L. Moise III, County Attorney

TERRA TECH ENGINEERING SERVICES, P.C.

BY: _____
Billie Campbell, President

_____ 000 _____

IN RE: CONSIDER APPROVING LOW BID AND CONTRACT FOR PEST CONTROL SERVICES ON A MONTHLY BASIS FOR COUNTY’S BUILDINGS AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

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

Pestmaster and Buchanan County for pest control services on a monthly basis for county’s buildings effective July 1st, 2025.

CONTRACT

THIS AGREEMENT, made and entered into this the 2nd day of June, 2025, by and between **Buchanan County**, a Political Subdivision of the Commonwealth of Virginia, party of the first part; hereinafter sometimes referred to as “**County**,” and **Kaigan LLC dba Pestmaster** party of the second part, hereinafter referred to as “**Vendor**”.

WITNESSETH:

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

I.

The Vendor agrees to provide pest control services on a monthly basis based on the services/goods requested in the bid sheet attached to this contract and made a part hereof by incorporation by reference as Exhibit “A” for the period of July 1st, 2025 to June 30th, 2026. This contract shall automatically renew annually for two (2) one-year renewals on the same terms unless one of the parties notifies the other in writing of an intent not to renew the contract. Such written notice of an intent not to renew shall be mailed no later than thirty (30) days prior to the last day of an annual contract period.

II.

The Vendor agrees that in providing pest control services on a monthly basis to the buildings set forth on Exhibit “A”.

III.

County shall pay the Vendor for providing the services described in Exhibit “A” and further specified in this agreement the purchase price of:

Purchase bid price is: \$750.00 per month.

Payment of the purchase price shall be made within thirty (30) days of receipt of the monthly invoice submitted by the Vendor to the County.

IV.

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

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

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

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

B. The vendor will include the provisions of the foregoing paragraphs A(i), A(ii), and A(iii) in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

C. During the performance of this contract, the vendor will:

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

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

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

iv. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

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

V.

No extra work, not required by the Quote document attached hereto as Exhibit "B" and hereinbefore mentioned shall be performed or other material furnished unless on written order of County certifying that the performance of such extra work or other material furnished has been approved and authorized by it.

VI.

Upon good cause shown by the Vendor, the County may in its discretion extend any deadline or time requirement set forth in this agreement.

VII.

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

VIII.

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

IX.

County may cancel this Agreement at any time based upon a decision by County that such cancellation is in the best interest of County. Any such decision shall be a discretionary decision of County. If the County elects to cancel this contract, the County shall only be liable for goods and service supplied immediately prior to cancellation.

X.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Buchanan County shall be the proper venue for litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction and that disputes between the parties which are not settled by the parties shall be settled by the Circuit Court of Buchanan County.

XI.

If any provisions of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless remain in full force and effect. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

XII.

The vendor acknowledges that the privilege to submit bids to provide the County future goods and services shall be dependent upon the complete and strict adherence to the requirements set forth in this agreement.

XIII.

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

EXECUTED IN DUPLICATE ORIGINALS.
WITNESS the following signatures and seals:

BUCHANAN COUNTY

By: _____
Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert C. Horn, County Administrator
for Buchanan County, Virginia

VENDOR: Kaigan LLC dba Pestmaster
BY: _____
Manager

APPROVED AS TO FORM:

Lawrence L. Moise III, County Attorney
For Buchanan County, Virginia

_____ 000 _____

**IN RE: CONSIDER APPROVING CONTRACT BETWEEN BUCHANAN
COUNTY AND CINTAS CORPORATION NO. 2 FOR RUGS,
MATS, MOPS, UNIFORMS AND CARPETS SERVICES AND
AUTHORIZE THE CHAIRMAN AND COUNTY
ADMINISTRATOR TO EXECUTE THE AGREEMENT WITH
APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson and with the following roll call vote of seven (7) yeas, Jeff Cooper, G. Roger Rife, Tim Hess, David Rose, Lee Dotson, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve the following Contract between Buchanan County and Cintas Corporation No. 2 for rugs, mats, mops, uniforms and carpets services.

CONTRACT

THIS AGREEMENT, made and entered into this the 2nd day of June, 2025, by and between **Buchanan County**, a Political Subdivision of the Commonwealth of Virginia, (hereinafter sometimes referred to as **“County”**) and **Cintas Corporation No. 2 (or any of its subsidiaries and affiliates)**, (hereinafter referred to as **“Vendor”** or **“Cintas”**).

WITNESSETH:

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

I.

The Vendor agrees to provide and the County agrees to accept rugs, mats, mops, uniforms and carpets service based on the terms, specifications and prices set forth in the cooperative procurement contract between the Board of Regents of the University of Nebraska and Cintas Corporation No. 2 (or any of its subsidiaries and affiliates) dated June 1, 2023, along with all documents incorporated into said agreement, which said agreement is attached to this contract and made a part thereof by incorporation by reference as Exhibit “A”; and the Cintas Facilities Solutions Agreement executed by the parties dated June 2, 2025, which is attached to this contract and made a part thereof by incorporation by reference as Exhibit “B”; and a spread sheet of products being currently provided by Cintas to County departments and County Constitutional Officers which is attached to this contract and made a part thereof by incorporation by reference as Exhibit “C”. If there is a conflict between Exhibits “A”, “B” and “C” and the provisions of this contract, the provisions of this contract shall control.

II.

The Vendor agrees that in providing the rugs, mats and carpets to the County as set forth on Exhibit “C”:

- 1) That the Vendor shall provide two complete sets of rugs, mats and carpets shall be provided for each of the buildings set forth on Exhibit “C”; and
- 2) That each set of rugs, mats and carpets for each building designated in Exhibit “C” shall be specifically marked on the back of each such rug or mat in a permanent fashion for use only by the Buchanan County, Va., Board of Supervisors; however these rugs and mats shall not be considered “logo” rugs and mats but shall be considered standard rugs and mats; furthermore, the vendor may use mats and rugs from an inventory of rugs and mats supplied to the County by the vendor pursuant to the cooperative procurement contract that expired on March 31, 2019; said inventory of rugs and mats came from the Buchanan County Courthouse prior to the renovation of said Courthouse; said rugs and mats from the Courthouse are currently in storage with the vendor; any “logo” rugs from the previous contract for the Sheriff’s Office (or any other office using a logo rug) shall be phased out when they need to be replaced and shall be replaced with standard rugs and mats and not “logo” rugs and mats; and the parties agree that their intent is to eventually eliminate all “logo” mats and rugs and replace them with standard rugs and mats.
- 3) That the rugs, mats and carpets for each building designated in Exhibit “C” shall be rotated on a every other week basis so that there will be a clean set of mats rugs and carpets in the buildings designated on Exhibit “C” on a every other week basis; and
- 4) That the Vendor agrees to replace with a new mat, rug and/or carpet for any such mat, rug and/or carpet that becomes damaged through normal wear and tear during the duration of this agreement. Such replacement mat, rug and/or carpet shall be marked and kept separate for the sole use of the Buchanan County, Va., Board of Supervisors as set forth above; again, such new rug and/or mat shall not be considered a “logo” mat but a standard mat or rug.

- 5) Nothing shall be added or deleted from items listed on Exhibit “C” unless approved in advance in a writing signed by County Administrator and an authorized representative of the vendor.
- 6) The effective date of this agreement shall be June 1, 2025 with an end date of May 31, 2028, (the balance of the original five-year term of the agreement marked as Exhibit “A” with an option to renew for another term of five years upon mutual written consent of the parties to the contract as per the cooperative procurement contract dated June 1, 2023 and attached hereto as Exhibit “A”). **This contract shall supersede the contract between the County and Cintas currently set to expire on October 31, 2025.**

III.

County shall pay the Vendor for providing the goods and services described in Exhibit “C” and further specified in this agreement the purchase prices as defined below:

Purchase bid price is (as per the quoted prices set forth on Exhibit “C” attached attached hereto and in conformity with the prices agreed to as part of the cooperative procurement contract between Board of Regents of University of Nebraska and Cintas Corporation No. 2, et. al. dated June 1, 2023, which is attached hereto as Exhibit “A” .

Payment of the purchase price shall be made within thirty (30) days of receipt of the monthly invoice submitted by the Vendor to the County.

IV.

In the event that the Vendor fails to complete the performance required of it under this Agreement or in other way is in default of performance hereunder, County shall have the right to the remedies set forth at Virginia Code of 1950, as amended, sections 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.

V.

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

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

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

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

B. The vendor will include the provisions of the foregoing paragraphs A(i), A(ii), and A(iii) in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

C. During the performance of this contract, the vendor will:

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

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

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

iv. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

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

VI.

No extra work, not required by the Quote document attached hereto as Exhibit "C" and hereinbefore mentioned shall be performed or other material furnished unless on written order of County certifying that the performance of such extra work or other material furnished has been approved and authorized by it by the County Administrator.

VII.

Time is of the essence in the completion of this contract. The Vendor shall strictly adhere to every other week cleaning and replacement schedule set forth in paragraph II of this agreement. Upon good cause shown by the Vendor, the County may in its discretion extend any deadline or time requirement set forth in this agreement.

VIII.

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

IX.

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

X.

County may cancel this Agreement at any time based upon a decision by County that such cancellation is in the best interest of County. Any such decision shall be a discretionary decision of County. If the County elects to cancel this contract, the County shall only be liable for goods and service supplied immediately prior to cancellation.

XI.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Buchanan County shall be the proper venue for litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction and that disputes between the parties which are not settled by the parties shall be settled by the Circuit Court of Buchanan County.

XII.

If any provisions of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless remain in full force and effect. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

XIII.

The vendor acknowledges that the privilege to submit bids to provide the County future goods and services shall be dependent upon the complete and strict adherence to the requirements set forth in this agreement.

XIV

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

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY

By: _____
Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator
for Buchanan County, Virginia

APPROVED AS TO FORM:

Lawrence L. Moise III, County Attorney
For Buchanan County, Virginia

VENDOR: CINTAS CORPORATION No. 2

By: _____
Scott Hall, authorized representative

_____ 000 _____

**IN RE: CONSIDER ADOPTING THE SOLE SOURCE NOTICE AND
RESOLUTION REGARDING THE AWARD OF CONTRACT TO
SOUTHERN SOFTWARE, INC. FOR THE RENEWAL OF
ANNUAL SOFTWARE SUPPORT FOR MAPPING SOFTWARE
(MDS) IN THE AMOUNT OF \$4,368.00 FOR THE BUCHANAN
COUNTY SHERIFF’S OFFICE**

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, Jeff Cooper, Trey Adkins, Tim Hess, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby adopt the following Sole Source Notice and Resolution regarding the award of regarding the award of Contract to Southern Software, Inc. for the renewal of Annual Software Support for Mapping Software (MDS) in the amount of \$4,368.00 for the Buchanan County Sheriff’s Office.

NOTICE

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

PLEASE TAKE NOTICE:

- 1) Due to issues of the unavailability of maintenance support services for Southern Software Mapping software, it has been determined that Southern Software, Inc. is the sole source for Annual Software Support for Mapping Software (MDS).
- 2) The Buchanan County, Va., Board of Supervisors will consider a Resolution to approve and award the contract to Southern Software, Inc. for Annual Software Support for Mapping Software (MDS) in the amount of \$4,368.00 for a term of one year beginning August 4th, 2025 through August 3rd, 2026, at its June 2nd,

2025 board meeting to be held in the Board of Supervisors meeting room on the 3rd floor of the Buchanan County Government Building, 4447 Slate Creek Road, Grundy, Virginia.

PLEASE CONDUCT YOURSELF ACCORDINGLY.
Issued by directive of the County Administrator this 2nd day of June 2025.

Robert Craig Horn, County Administrator
Buchanan County, Virginia

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

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

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

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

WHEREAS, Southern Software, Inc. has provided a quote of Four Thousand Three Hundred Sixty-Eight Dollars and No Cents to provide the Annual Software Support Services (MDS) for the Mapping software provided by Southern Software for a term of one year beginning August 4th, 2025 through August 3rd, 2026; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Buchanan County, Va., Board of Supervisors and the County Administrator are hereby authorized to execute a Contract with Southern Software, Inc., as approved in form by the County Attorney, that provides for Annual Software Support Services (MDS) for mapping software, from Southern Software, Inc. for the purchase price of Four Thousand Three Hundred Sixty-Eight Dollars and No Cents (\$4,368.00). Be It Furthermore Resolved that the County Administrator is directed to post a Notice as required by Virginia Code Section 2.2-4303(E) in the designated public area and on county website stating that the contract was awarded this day to Southern Software, Inc., in that only Southern Software, Inc. has been determined to be the only source practicably available for the purchase of an Annual Software Support Services (MDS) contract for mapping software provided by Southern Software, Inc.

This Resolution was adopted on the 2nd day of June, 2025.

Recorded Vote:
Moved by: Jeff Cooper
Seconded by: Tim Hess

Craig Stiltner, Chairman of the Buchanan
County, Va. Board of Supervisors

Yeas: Seven
Nays: Zero

ATTEST:

Robert Craig Horn, County Administrator

_____ 000 _____

**IN RE: CONSIDER ADOPTING THE SOLE SOURCE NOTICE AND
RESOLUTION REGARDING THE AWARD OF CONTRACT TO
SOUTHERN SOFTWARE, INC. FOR THE RENEWAL OF
SOFTWARE SUPPORT RECORD MANAGEMENT SYSTEM
(RMS) IN THE AMOUNT OF \$4,121.00 FOR THE BUCHANAN
COUNTY SHERIFF’S OFFICE**

After a general discussion by the board upon motion by Lee Dotson seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, Jeff Cooper, Trey Adkins, Tim Hess, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby adopt the following Sole Source Notice and Resolution regarding the award of Contract to Southern Software, Inc. for the renewal of Software Support Record Management System (RMS) in the amount of \$4,121.00 for the Buchanan County Sheriff’s Office.

NOTICE

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

PLEASE TAKE NOTICE:

- 1) Due to issues of the unavailability of maintenance support services for Southern Software RMS software, it has been determined that Southern Software, Inc. is the sole source for an Annual Software Support for the Records Management System (RMS) for the Buchanan County’s Sheriff’s Department.
- 2) The Buchanan County, Va., Board of Supervisors will consider a Resolution to approve and award the contract to Southern Software, Inc. for an Annual Software Support of RMS contract for the Buchanan County Sheriff’s Department, at its June 2nd, 2025 Board Meeting to be held in the Board of Supervisors meeting room on the 3rd floor of the Buchanan County Government Building, 4447 Slate Creek Road, Grundy, Virginia.

PLEASE CONDUCT YOURSELF ACCORDINGLY.

Issued by directive of the County Administrator this 2nd day of June, 2025.

Robert Craig Horn, County Administrator
Buchanan County, Virginia

RESOLUTION

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

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

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

WHEREAS, Southern Software, Inc. has provided a quote of Four Thousand-One Hundred Twenty-One Dollars and No Cents to provide annual additional Records Management System (RMS), annual software support is provided by Southern Software for a term of one year beginning August 1st, 2025 through July 31st, 2026; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Buchanan County, Va., Board of Supervisors and the County Administrator are hereby authorized to execute a Contract with Southern Software, Inc., as approved in form by the County Attorney, that provides Records Management System (RMS), annual software support for the purchase price of Four Thousand One Hundred Twenty-One Dollars and No Cents (\$4,121.00). Be It Furthermore Resolved that the County Administrator is directed to post a Notice as required by Virginia Code Section 2.2-4303(E) in the designated public area and on county website stating that the contract was awarded this day to Southern Software, Inc., in that only Southern Software, Inc. has been determined to be the only source practicably available for the purchase of the Records Management System (RMS), annual software support.

This Resolution was adopted on the 2nd day of June, 2025.

Recorded Vote:

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

Craig Stiltner, Chairman of the Buchanan
County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CONSIDER ADOPTING THE SOLE SOURCE NOTICE AND
RESOLUTION REGARDING THE RENEWAL OF ANNUAL
SOFTWARE SUPPORT FOR PSAWARE ANNUAL SUPPORT
CAD SOFTWARE IN THE AMOUNT OF \$3,750.00 FOR THE
BUCHANAN COUNTY SHERIFF’S OFFICE**

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, Trey Adkins, Tim Hess, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby adopt the following Sole Source Notice and Resolution regarding the renewal of Annual Software Support for PSAware Annual Support CAD Software in the amount of \$3,750.00 for the Buchanan County Sheriff’s Office.

NOTICE

**RE: PENDING AWARD OF CONTRACT TO
SOUTHERN SOFTWARE, INC FOR
PSAWARE SUPPORT THROUGH THE CAD SYSTEM;
SOUTHERN SOFTWARE INC. HAS BEEN
DETERMINED TO BE SOLE SOURCE**

PLEASE TAKE NOTICE:

- 1) Due to issues of the unavailability of PSAware it has been determined that Southern Software, Inc. is the sole source for PSAware services through the County’s Southern Software CAD software.
- 2) The Buchanan County, Va., Board of Supervisors will consider a Resolution to approve and award the contract to Southern Software, Inc. for the PSAware, services through the annual software contract for Southern Software CAD software in the amount of \$3,750.00 for a term of one year beginning August 1st, 2025 through July 31st, 2026 at its June 2nd, 2025 board meeting to be held in the Board of Supervisors meeting room on the 3rd floor of the Buchanan County Government Building, 4447 Slate Creek Road, Grundy, Virginia.

PLEASE CONDUCT YOURSELF ACCORDINGLY.

Issued by directive of the County Administrator this 2nd day of June 2025.

Robert Craig Horn, County Administrator
Buchanan County, Virginia

**RESOLUTION
RE: SOUTHERN SOFTWARE AS SOLE SOURCE FOR
PSAWARE SERVICES CONTRACT
PROVIDED BY
SOUTHERN SOFTWARE**

WHEREAS, prior to the issuance of an invitation to bid, Kenneth Ratliff, the Operations and Maintenance Manager conducted an investigation of potential vendors in regard to

the contemplated procurement of PSAware Annual Subscription Contract for services provided by Southern Software, Inc.; and

WHEREAS, after a thorough investigation, Kenneth Ratliff has concluded that Southern Software, Inc. is the only one source practicably available to provide PSAware Services to be viewed through the CAD System a contract provided by Southern Software, Inc.; and

WHEREAS, it has been determined that due to issues of the unavailability of PSAware services provided by Southern Software, Inc. that Southern Software is the sole source to provide PSAware services through the CAD System provided by Southern Software, Inc.; and

WHEREAS, Southern Software, Inc. has provided a quote of Three Thousand Seven Hundred Fifty Dollars and No Cents to provide the Annual PSAware services provided by Southern Software for a term of one year beginning August 1st, 2025 through July 31st, 2026; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Buchanan County, Va., Board of Supervisors and the County Administrator are hereby authorized to execute a Contract with Southern Software, Inc., as approved in form by the County Attorney, that provides PSAware services through the CAD System provided by Southern Software, Inc. for the purchase price of Three Thousand Seven Hundred Fifty Dollars and No Cents (\$3,750.00). Be It Furthermore Resolved that the County Administrator is directed to post a Notice as required by Virginia Code Section 2.2-4303(E) in the designated public area and on county website stating that the contract was awarded this day to Southern Software, Inc., in that only Southern Software, Inc. This Resolution was adopted on the 2nd day of June, 2025.

Recorded Vote:

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

Craig Stiltner, Chairman of the Buchanan
County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CONSIDER APPROVING BID AND CONTRACT REGARDING
J.M. BEVINS COMMUNITY CENTER MASONRY PROJECT AND
AUTHORIZE THE CHAIRMAN AND COUNTY
ADMINISTRATOR TO EXECUTE THE AGREEMENT WITH
APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Lee Dotson seconded by David Rose and with a roll call vote of seven (7) yeas, Jeff Cooper, Trey Adkins, Tim Hess, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby approve the bid in the amount of \$28,400.00 and the following Contract between Buchanan County, Virginia and Cochran’s Masonry of Grundy, Inc. regarding

J.M. Bevins Community Center Masonry Project and authorized the chairman and county administrator to execute the agreement with approval as to form by the county attorney.

CONTRACT

THIS AGREEMENT, made and entered into this the 2nd day of May, 2025 by and between **BUCHANAN COUNTY**, a political subdivision of the Commonwealth of Virginia, party of the first part, and **COCHRAN'S MASONRY OF GRUNDY, INC.**, party of the second part, hereinafter referred to as "**Contractor**".

WITNESSETH:

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

I

The Contractor agrees to do a masonry project at the JM 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 JM 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 **\$28,400.00** 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 6/23/2025 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

APPROVED AS TO FORM ONLY:

Lawrence L. Moise III, Esq.
County Attorney

_____ 000 _____

**IN RE: CONSIDER APPROVING BID AND CONTRACT REGARDING
 RUSSELL PRATER COMMUNITY CENTER MASONRY
 PROJECT AND AUTHORIZE THE CHAIRMAN AND COUNTY
 ADMINISTRATOR TO EXECUTE THE AGREEMENT WITH
 APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by David Rose seconded by Lee Dotson and with a roll call vote of seven (7) yeas, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, and zero (0) nays, this board did hereby approve the bid in the amount of \$26,300.00 and the following Contract between Buchanan County, Virginia and Cochran's Masonry of Grundy, Inc. regarding Russell Prater Community Center Masonry Project and authorized the chairman and county administrator to execute the agreement with approval as to form by the county attorney.

CONTRACT

THIS AGREEMENT, made and entered into this the 2nd day of June, 2025 by and between **BUCHANAN COUNTY**, a political subdivision of the Commonwealth of Virginia, party of the first part, and **COCHRAN'S MASONRY OF GRUNDY, INC.**, party of the second part, hereinafter referred to as "**Contractor**".

WITNESSETH:

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

I

The Contractor agrees to do a masonry 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 **\$26,300.00** 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 6/23/2025 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

APPROVED AS TO FORM ONLY:

Lawrence L. Moise III, Esq.
County Attorney

_____ 000 _____

**IN RE: CONSIDER APPROVING THE DOCUMENTS FROM
APPALACHIAN CREMATION, LLC AND AUTHORIZE THE
COUNTY ADMINISTRATOR TO EXECUTE THESE
DOCUMENTS ON BEHALF OF BUCHANAN COUNTY**

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, Tim Hess, Jeff Cooper, Craig Stiltner, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve the following two documents from Appalachian Cremation, LLC and authorize the county administrator to execute these documents on behalf of Buchanan County:

- Virginia Department of Environmental Quality-Air Permit Local Governing Body Certification Form;

- Virginia Department of Environmental Quality Air Pollution Activity Suitability and Value Form.

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IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS

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

- Additional appropriation in the amount of \$1,200.00 to Garden District Park and Development, account number 71060-7010-03;
- Additional appropriation in the amount of \$3,150.00 to Hurricane District Park 71040-6022-02 (supplies);
- Additional appropriation in the amount of \$297.50 to Buchanan County Sheriff's Office, account number 31020-1150;
- Additional appropriation in the amount of \$1,229.77 to County Athletic Fields Supplies account number 71040-5604-09;
- Additional appropriation in the amount of \$1,678.79 to County Athletic Fields Supplies account number 71040-5604-09;
- Additional appropriation in the amount of \$984.75 to County Athletic Fields Supplies account number 71040-5604-09.

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IN RE: CONSIDER APPROVING THE CERTIFICATE OF TAKE OF PROPERTY OWNED BY STEPHEN DALE TICKLE AND LINDA TICKLE DUNN FOR A VCC CELL TOWER PROJECT AND AUTHORIZE THE CHAIRMAN OF THE BOS AND COUNTY ADMINISTRATOR TO EXECUTE SAME

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with a roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Craig Stiltner, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve the Certificate of Take of property owned by Stephen Dale Tickle and Linda Tickle Dunn for a VCC cell tower project and authorized the Chairman of the BOS and County Administrator to execute same.

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**IN RE: CONSIDER APPROVING THE VIRGINIA ENERGY
RESILIENCY STUDY ENERGY RESILIENCE PLANNING
GRANT AWARD IN THE AMOUNT OF \$10,000.00 AND
AUTHORIZE THE CHAIRMAN AND COUNTY
ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS
RELATED TO THIS GRANT WITH APPROVAL AS TO FORM
BY THE COUNTY ATTORNEY**

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, Tim Hess, Jeff Cooper, Craig Stiltner, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve the Virginia Energy Resiliency Study Energy Resilience Planning Grant award in the amount of \$10,000.00 and authorized the chairman and county administrator to execute any and all documents related to this grant with approval as to form by the county attorney.

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**IN RE: CONSIDER APPROVING THE 2024/2025 VIRGINIA
COMMUNITY DEVELOPMENT BLOCK GRANT SPECIAL
URGENT NEED GRANT FUNDING AND AUTHORIZE THE
CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE
THE AGREEMENT AND OTHER DOCUMENTS RELATED TO
THIS GRANT WITH APPROVAL AS TO FORM BY THE
COUNTY ATTORNEY**

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with a roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Craig Stiltner, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve the 2024/2025 Virginia Community Development Block Grant Special Urgent Need Grant Funding and authorized the chairman and county administrator to execute the agreement and other documents related to this grant with approval as to form by the county attorney.

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**IN RE: CONSIDER APPROVING AND ISSUING PAYMENT FOR
CONTRIBUTIONS**

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, Tim Hess, Jeff Cooper, Craig Stiltner, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve the following contributions:

Clinch Independent Living Services, Inc.	\$7,610.00
Grundy High School (VHSL)	\$2,000.00
Grundy High School (Track Team)	\$2,000.00
Council High School (Varsity Boys Baseball Program)	\$1,000.00
Oakwood Vol. Fire Department, Inc.	\$25,000.00

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IN RE: CONSIDER ANY AND ALL FLOOD RELATED ISSUES

No action taken.

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**IN RE: CONSIDER APPROVING A CONTRIBUTION TO HURLEY
 YOUTH SPORTS, INC.**

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, Tim Hess, Jeff Cooper, Craig Stiltner, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve a \$5,000 contribution and to issue a check to Hurley Youth Sports, Inc. from Trey Adkins Athletic Center account.

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IN RE: ADJOURNMENT

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, Lee Dotson, David Rose, Craig Stiltner, Tim Hess, G. Roger Rife, this board did hereby approve to adjourn the meeting.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

Robert Craig Horn, County Administrator