

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on the 4th day of August 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 August 4th, 2025:

RESOLUTION

IN RE: AMENDING AGENDA FOR BOARD OF SUPERVISORS MEETING ON AUGUST 4th, 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 August 4th, 2025 to add the following items to the Agenda for the Board's consideration:

1) Consider approving the exemption for one-year from July 1st, 2025 on the ban of Styrofoam containers and trays used by Buchanan County Public Schools, due to an economic hardship.

- 2) Consider approve the FY 2026/2027 Community Service Performance Contract Amendments as submitted to the Department of Behavioral Health and Development Services for Cumberland Mountain Community Services.
- 3) Consider approving an additional appropriation in the amount of \$13,500.00 to Big Rock Volunteer Fire Department for the Technical and Rescue & Water Rescue Division.
- 4) Consider approving a public auction as the procedure for the disposition of County owned property conveyed and fully released by the U.S. Army Corp of Engineers to Buchanan County, Virginia.
- 5) Consider issuing an RFP for a Contractor to provide auctioneer services to sell County property that has been conveyed and fully released by the U.S. Army Corps of Engineers to Buchanan County, Virginia.
- 6) Consider authorizing the County Administrator to procure a used roller and a used paver to facilitate the County doing asphalt work in house; along with authorization for the Chairman and County Administrator to sign any necessary documents in regard to said procurement with the approval to form of said documents by the County Attorney.
- 7) Consider authorizing the County Administrator and County Attorney to pursue the acquisition from VDOT of property at Southern Gap to provide a space for a community garden.
- 8) Consider approving an additional appropriation in the amount of \$150,000.00 to Fund 2 regarding the FY 2026 NG911 Funding Grant through 911 Grant Programs.
- 9) Consider authorizing the clean-up of the old Venia Post Office on route 620 Grissom Creek Road as a public nuisance structure which has collapsed and fallen down a hill; said clean-up process to be done on an emergency basis as soon as the property owners execute a right of entry document for the County; said right of entry document to be approved as to form by the County Attorney.
- 10) Consider issuing a check in the amount of \$3,660.00 to Oakwood Fire Department, Inc. to be divided equally among the following (13) fire and EMS departments for reimbursement for the annual edispatch invoice:

Council Volunteer Fire Dept.
 Grundy Volunteer Fire Dept.
 Harman Volunteer Fire Dept.
 Knox Creek Volunteer Fire Dept.
 Prater Volunteer Fire Dept.
 Slate Creek Volunteer Fire Dept.
 Whitewood Volunteer Fire Dept.
 Breaks Volunteer Fire Dept.

Oakwood Volunteer Fire Dept.
Davenport Lifesaving Crew
Oakwood Rescue
Knox Rescue
Prater Rescue

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 4th day of August 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

ATTEST:

Robert Craig Horn, County Administrator

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IN RE: CONSENT AGENDA

After a general discussion by the board upon motion by Lee Dotson seconded by David Rose and with the following roll call vote of seven (7) yeas, 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. Approving minutes for June 2nd, 2025;
- b. Ratifying payroll after review;
- c. Ratifying the payment of bills by Resolution adopted on January 6th, 2025. (Including the Buchanan County Head Start ratified bill list and bill list)
- d. Approving the following coyote claims in the amount of \$100.00 per claim and to issue a check (final list of \$100 per claim):

- Beverly A. Justus (One claim)
- Garman Lee Rice (One claim)

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IN RE: BOBBY LOONEY, DIRECTOR OF BSSWCD AND JEANNE PRESLEY, DISTRICT MANAGER/EDUCATION SPECIALIST BSCWCD - UPDATE ON THE OUTDOOR CLASSROOM AT SOUTHERN GAP SPORTS COMPLEX; UPDATE ON THE 319 GRANT FOR HURLEY (SEPTIC SYSTEMS); REQUEST FOR FUNDING FOR FAMILY AG DAY AND REQUEST A WAIVER FOR THE COST OF THE EROSION AND SEDIMENT CONTROL PLAN FOR THE OUTDOOR CLASSROOM

Bobby Looney, Director of Big Sandy Soil and Water Conservation District (BSSWCD) stated BSSWCD is still working on the 319 Grant for Hurley septic systems. We should know something in October 2025 about the grant, he commented.

Mr. Looney invited the board to attend the groundbreaking for the Southern Gap Outdoor Classroom on Monday, August 25th at 10:00 a.m. at the Southern Gap Sports Complex.

He requested a contribution in the amount of \$1,500.00 from each district accounts for the Annual Family AG Day.

After a general discussion by the board upon motion by Trey Adkins seconded by David Rose and with a roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Jeff Cooper, Tim Hess, G. Roger Rife, David Rose, Lee Dotson and zero (0) nays, this board did hereby approve a contribution and to issue a check in the amount of \$10,500.00 to BSSWCD to be divided equally among the seven (7) district accounts earmarked for the Annual Family AG Day.

Craig Stiltner, Chairman thanked Mr. Looney for everything he does on behalf of Buchanan County.

Mr. Looney requested a waiver for the cost of an Erosion and Sediment Control Pla for the outdoor classroom.

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, Jeff Cooper, Tim Hess, G. Roger Rife, David Rose, Lee Dotson and zero (0) nays, this board did hereby adopt the following Resolution in support of Big Sandy Soil & Water Conservation District's installation of an outdoor classroom, including a fishing pond on Buchanan County's Park property located at Southern Gap and to waive the fee for the Erosion and Sediment Control Permit.

RESOLUTION

IN RE: SUPPORT FOR BIG SANDY SOIL & WATER CONSERVATION DISTRICT'S INSTALLATION OF AN OUTDOOR CLASSROOM, INCLUDING A FISHING POND ON BUCHANAN COUNTY'S PARK PROPERTY LOCATED AT SOUTHERN GAP TO WAIVE THE FEE FOR THE EROSION AND SEDIMENT CONTROL PERMIT

BE IT RESOLVED, by the Buchanan County Board of Supervisors, that Buchanan County, Virginia, will waive the fee for the Erosion & Sediment Control permit required for Big Sandy Soil & Water Conservation District to develop the Outdoor Classroom, including the fishing pond on the Buchanan County Park property located at Southern Gap. The County Administrator is directed to submit a letter in support of waiving the fee for the Erosion and Sediment Control permit.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 4th day of August, 2025, by a roll call vote of seven for and zero against.

Motion made by: Trey Adkins
Second: Lee Dotson
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: DEBBIE MILTON, DIRECTOR OF PLANNING FOR
CUMBERLAND PLATEAU PLANNING DISTRICT (CPPD) –
CONSIDER APPROVING DOCUMENTS REGARDING THE
VIRGINIA COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDS FOR THE KY ROAD/ELK CREEK WATERLINE
EXTENSION PROJECT AND AUTHORIZE THE CHAIRMAN
AND COUNTY ADMINISTRATOR TO EXECUTE THE
FOLLOWING DOCUMENTS CONTINGENT AFTER THE
SECOND PUBLIC HEARING IS HELD ON WEDNESDAY,
AUGUST 20TH AT 10:00 A.M. REGARDING THE PROJECT**

Matt Boyd, Planner for Cumberland Plateau Planning District stated Debbie Milton was unable to attend this evening’s meeting. He asked the board if they had any questions regarding the Ky Road/Elk Creek Waterline Extension Projects?

After a general discussion by the board upon motion by Trey Adkins seconded by Tim Hess and with the following roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Jeff Cooper, Tim Hess, G. Roger Rife, David Rose, Lee Dotson and zero (0) nays, this board did hereby approve the following documents regarding the Virginia Community Development Block Grant funds for the Ky Road/Elk Creek Waterline Extension Project and authorize the chairman and county administrator to execute the following documents contingent after the second public hearing is held on Wednesday, August 20th at 10:00 a.m. regarding the project:

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

RESOLUTION

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

WHEREAS, the County wishes to apply for Virginia Community Development Block Grant funds in the 2025 Competitive Grant funding cycle; and

WHEREAS, the title of the County's grant project is the Ky Road/Elk Creek Waterline Extension Project; and

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

WHEREAS, the County has obtained or will obtain \$3,645,365 from VA Energy; ARC- \$700,000; SWVRW/WW fund - \$150,000; CWDF - \$112,000; Thompson Foundation - \$100,000 and Local - \$500,000 for a total project cost of \$6,207,365.

WHEREAS, there are 41 households representing 59 LMI persons or (56.1%) who will be served; and

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

NOW, THEREFORE BE IT RESOLVED, that the Buchanan County Board of Supervisors authorizes the submission of this grant proposal in the amount of \$1,000,000 to the Virginia Department of Housing and Community Development for the KY Road/Elk Creek Waterline Extension Project and designates the County Administrator as its representative to sign all documents pertaining thereto.

This 20th day of August 2025

Chairman
Buchanan County Board of Supervisors

ATTEST:

DRUG-FREE WORKPLACE ASSURANCES AND CERTIFICATION

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;

- Chief Administrative Official:

August 20, 2025
Date

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convenient to potential beneficiaries and with accommodation for the disabled. Public input into the development of this proposal was obtained at hearings held on:

August 6, 2025 AND August 20, 2025;
(date) (date)

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

July 30, 2025 AND August 13, 2025;
(date) (date)

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

- Maintaining files which contain documentary evidence that the hearings were held. These files must contain proof of publication of the hearing notices, written and/or recorded minutes of the hearings, and lists of citizens attending the hearings;
- Making CDBG program and proposal documentation available to the public for comment during regular office hours. This documentation should include the range of proposed activities, the estimated amounts of funding which will benefit low- and moderate-income persons, the plans to minimize displacement and provide displacement assistance where applicable, and a summary of the proposed application. This documentation should also include public information on any other CDBG project undertaken within the last 5 years;
- Providing technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals for the use of CDBG funds, with the level and type of assistance determined by the locality;
- Providing timely written responses to written complaints and grievances, within 15 working days where practicable;
- Accommodating the needs of non-English speaking residents at public hearings where more than 5% of the attendees can be reasonably expected not to speak English; and,
- Adhering to the CDBG Citizen Participation Plan per the 2015 CDBG Program Design.

Chief Administrative Official

<u>C. Robert Horn</u>	<u>County Administrator</u>
Name	Title
<u> </u>	<u>August 20, 2025</u>
Signature	Date

Attach original copies of all newspaper Public Hearing notices. Original notice copies should be clipped from the appropriate newspapers and attached with clear tape to

8 ½-inch x 11-inch white paper with the date of publication clearly visible. Photocopies should be made for other proposal copies

In Regional proposals, each participating locality must conduct two public hearings and the proposal must contain, from each participating locality, a signed copy of this page and copies of all newspaper advertisements. Again, originals in original copy and photocopies in other copies.

GENERAL ASSURANCES AND CERTIFICATION

The applicant hereby assures and certifies that:

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

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

(h) It will comply with:

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

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

- the areas of disproportionate concentrations of minority and other protected population groups have already been served, or
 - there are definite plans for the imminent provision of similar services to those areas, or
 - there is reasonable justification for the provision of services to the selected area notwithstanding the substantially lower proportion of minority and other protected population groups.
- ii. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.
 - iii. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or part with funds provided under this Program. Any prohibition against discrimination on the basis of age under Discrimination Act of 1975 or with respect to an otherwise

qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to this Program.

- iv. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - v. Executive Order 11246, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- (i) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- (j) It will:
- i. In acquiring real property be guided, to the greatest extent practicable under State law, by the land acquisition policies in Sections 301 and 302 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; and
 - ii. Pay or reimburse property owners for necessary expenses as specified in Section 303 and 304 of the Uniform Act; and
 - iii. Comply with the applicable Sections (202 through 205) of Title II (relocation assistance) of the Uniform Act in providing relocation payments and relocation assistance; and
- iii. Comply with DOT regulations at 49 CFR Part 24 in implementing the requirements, it will:
- 1) Carry out the policies and procedures of Part 24 in a manner that insures that the acquisition and relocation processes do not result in different or separate treatment to persons on account of race, color, religion, sex, national origin, or source of income; and
 - 2) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of race, color, religion, sex, national origin, or source of income; and
 - 3) Inform affected persons of their rights under the policies and procedures set forth under the regulations in Part 24, including their rights under Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, as amended.

- (k) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.
- (m) It will comply with the provisions of the Davis-Bacon Act as amended and the Contract Work Hours and Safety Standards Act as determined by the Secretary of Labor. This section shall apply to rehabilitation of residential property only if such property is designed for residential use of eight or more families.
- (n) It will give the Virginia Department of Housing and Community Development and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.
- (o) It will insure that facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Virginia Department of Housing and Community Development of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (p) It will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (q) It will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et. Seq.) by:
 - i. Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity, and
 - ii. Complying with all requirements established by HUD and the Virginia Department of Housing and Community Development to avoid or mitigate adverse effects upon such properties.
- (r) Assure upon funding, it will implement a "residential anti-displacement and relocation assistance plan," pursuant to Section 570.496a(b).

- (s) It will implement all required actions to ensure compliance pursuant to 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities.
- (t) The undersigned certifies, to the best of his or her knowledge and belief, that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (u) Any survey information submitted with the application is a true representation of the data and has not been altered or fabricated. The survey was conducted and analyzed in strict accordance with the methodology stated.
- (v) The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, take action authorized under the Drug-Free Workplace Act.

Chief Administrative Official:

C. Robert Horn
Name

Signature

County Administrator
Title
August 20th, 2025
Date

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**IN RE: MATT BOYD, PLANNER FOR CPPD – CONSIDER APPROVING
DOCUMENTS REGARDING THE BUCHANAN COUNTY
URGENT NEED FLOOD 2025 PROJECT AND AUTHORIZE THE
CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE
THE DOCUMENTS**

Matt Boyd, Planner for Cumberland Plateau Planning District requested approval of the documents regarding the Buchanan County Urgent Need Flood 2025 Project. The Urgent Need Grant through the Virginia Department of Housing and Community Development is for \$1.2 million, which will be used to purchase and install generators at various pumpstations, community centers and gymnasiums.

After a general discussion by the board upon motion by Trey Adkins seconded y David Rose and with the following 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 following documents regarding the Buchanan County Urgent Need Flood 2025 Project and authorized the chairman and county administrator to execute the documents:

- Residential Anti-Displacement Plan
- Non-Discrimination Policy
- Business and Employment Plan
- Buchanan County 504 Grievance Procedure
- 504 Self-Evaluation Site Accessibility Checklist
- Fair Housing Certification
- Interagency Agreement
- Administrative Agreement

ADMINISTRATIVE AGREEMENT

Buchanan County Urgent Need Flood 2025 Project

This Agreement entered into this 4th day of August, 2025 by and between the Cumberland Plateau Planning District Commission, hereinafter referred to as the "PDC," and the Buchanan County Board of Supervisors, hereinafter referred to as the "Grantee."

WITNESSETH

WHEREAS, the PDC is authorized by Chapter 42 of Title 15.2 Code of Virginia (1950), as amended, to assist local governmental units in planning their development; and

WHEREAS, the Grantee has agreed that the Buchanan County Urgent Need Flood 2025 Project will improve disaster preparedness throughout Buchanan County, by installing 13 generators at various pumpstations throughout the county, and 8 generators (in addition to communications equipment) at the county’s primary community sheltering locations.

NOW THEREFORE, the PDC and Grantee hereto do mutually agree as follows:

I. Scope of Work Required of PDC

The PDC agrees to provide technical assistance to the Grantee related to the administration of the Community Development Block Grant, hereinafter referred to as "CDBG," offered by the Virginia Department of Housing and Community Development, hereinafter referred to as "DHCD," and to do so in accordance with all terms and conditions set forth in this agreement to the satisfaction of DHCD.

The PDC will carry out its scope of work by working in conjunction with the Grantee in compliance with the assurances set forth in the application and in compliance with the conditions set forth in the Grant Agreement executed between the Grantee and DHCD.

II. Time of PDC Performance

The PDC agrees to complete performance activities called for herein by the date of final closeout of the project.

III. Duties and Responsibilities of the PDC

The PDC agrees to do the following administrative technical assistance activities:

1. **General Coordination** – The PDC will provide assistance to the Grantee in completing the pre-contact activities as discussed during contract negotiations as soon as possible. The PDC will provide coordination and administration of the project by working as a liaison between the Grantee, engineer, contractor, DHCD and all other funding agencies. The PDC will assist the Grantee in the preparation of correspondence relating to the implementation of the project.
2. **Financial Record Keeping** - The PDC will assist the Grantee in maintaining accurate records of the financial expenditures of the CDBG monies in this project. All requests for payment will require authorization for payment by the Grantee. The PDC will prepare all drawdowns for the Grantee's submission to DHCD. Following submission, the PDC will distribute full drawdown packets back to the Grantee and the Dickenson County Board of Supervisors and keep financial files in order with support invoices, EDI statements, bank statements and check copies for future compliance reviews. The PDC will prepare monitoring spreadsheets for compliance showing allocation of funds to approved budget line items. The PDC will track all expenditures of leverage funds in regard to the project. The PDC will assist the Grantee in preparing and requesting budget revisions. The PDC will assist the Grantee in determining eligible budget expenses for the project activities and assist the Grantee with budget monitoring.
3. **Project Management Plan** - The PDC will assist the Grantee with the preparation of the Project Management Plan and any revisions and updates of the Plan. The PDC will conduct monthly Management Team Meetings to meet all tasks according to identified timelines. Revised Project Management Plans and minutes will be forwarded monthly to parties involved. Monthly and annual updates of project progress to will be sent to DHCD.

4. **General Record Keeping** - The PDC will be responsible for setting up the files associated with the CDBG related activities of the project in accordance with the guidelines set forth in the Community Improvement Grant Manual. All items required will be kept in appropriate files for future compliance reviews by DHCD. Specifically, the PDC will provide initial response to all CDBG related correspondence and identify proper location of all correspondence in the project files.
5. **Reporting** - The PDC will prepare all reports required by DHCD in conformance to the Grantee's implementation of the CDBG contract requirements. These will include, but not necessarily be limited to, the annual status reports, the monthly status reports to the Community Development Specialist, the various compliance and closeout documents required including, but not limited to, a final financial report, a final construction report, and a final evaluation report. In the event the PDC chooses to use subcontractors during the course of its work, all payments to the subcontractors will be the exclusive responsibility of the PDC.
6. **Compliance** - The PDC will act as the Compliance Officer for the project for labor standards, equal employment opportunities, Section 3 compliance, and environmental regulations. In terms of labor standards, the PDC will verify the appropriate Davis-Bacon wage rates by conducting periodic contractor employee interviews and review payrolls from all contractors on a weekly basis to coordinate all information between the payroll sheets, Monthly Register of Assigned Employees and Employee Interview Sheets. The PDC will advise the Grantee of all compliance requirements regarding Equal Employment Opportunities and Section 3 requirements. The PDC will verify that the engineer has included all necessary compliance statements to be met by the contractor as part of the bid documents. The PDC will further verify that the engineer has prepared and performed all actions necessary to assure compliance to all applicable environmental legislation and regulations, and provide assurance to the Grantee that the project has received approval from the regulatory agency stating that the project has been designed by the engineer specifically as proposed in the CDBG and other funding contracts. The PDC will attend the pre-construction conference for construction related tasks and review the Labor Standards, Equal Opportunity, and Section 3 requirements with the contractors. The PDC will attend the Bid Opening for construction for the project and will attend Progress Meetings with the Grantee, engineer and contractors.
7. **Procurement** - The PDC will advise and assist the Grantee in adhering to state and/or federal procurement legislation and regulations.
8. **Final close out** – The PDC will prepare and submit all final reports required to close out the CDBG grant.

9. **Subcontracting** - The PDC reserves the right to subcontract any tasks required in meeting the foregoing responsibilities.

IV. **Duties and Responsibilities of the Grantee**

The Grantee agrees to perform the following administrative activities:

1. **Financial Record Keeping** - The Grantee will maintain accurate records of the financial expenditures of the CDBG monies in this project and all other funding sources for the project listed as project leverage.

2. **General Record Keeping** - The Grantee will assist the PDC in maintaining accurate project files. All incoming correspondence directly and indirectly relating to the project will be opened and read by the Grantee and forwarded to the PDC for review. The Grantee will promptly notify the PDC of any correspondence that appears to need immediate action. All files, records, documentation and correspondence associated with this project shall be housed with the Grantee, with appropriate copies of said documents housed with the PDC.

V. **Method of Payment**

Grantee agrees to pay the PDC cash consideration not to exceed one hundred thousand dollars (\$100,000.00), which constitutes full and complete payment for the PDC's work and activities as set forth herein. Such sum will be paid in the following manner, in every case subject to receipt of the PDC's requisition for payment. It is understood that the payments to the PDC will be made according to the eligible performance thresholds.

In the event management work would be required past the time the all-available management funds have been expensed, the PDC would complete management of the project until the final closeout of the project.

Performance thresholds agreed upon are as follows:

Threshold	%	Amount	Cum %	Cum Amount
Execution of DHCD Contract	10%	\$10,000	10%	\$10,000.00
Execution of Project Contract(s)	10%	\$10,000	20%	\$20,000.00
Project Monitoring	20%	\$20,000	40%	\$40,000.00
Satisfactory Compliance Reviews – Approx 2 @ \$10,000.00 each	20%	\$20,000	60%	\$60,000.00
Project Completion	15%	\$15,000	75%	\$75,000.00
Achievement of Benefits	20%	\$20,000	95%	\$95,000.00
Administrative Closeout	5%	\$5,000	100%	\$100,000.00

VI. Amendment

This contract may be amended from time to time by written authorization of the PDC and the Grantee and shall be subject to re-negotiation if such amendment results in a change in the scope of services, compensation and method of payment. However, in no case may the contract be amended without the expressed written authorization of the DHCD.

Witness the following signatures and seals as of the date first above written:

Seal: Buchanan County Board of Supervisors

By: _____
Robert Craig Horn, County Administrator

Interagency Agreement

This Agreement entered into this 4th day of August, 2025, by and between the Buchanan County Board of Supervisors, (hereinafter referred to as the County), and the Buchanan County Public Service Authority, (hereinafter referred to as the PSA).

Witnesseth

WHEREAS, the County has been approved by the Virginia Department of Housing and Community Development (VDHCD) in accordance with grant applications submitted by the County to oversee the construction of the Buchanan County Urgent Need Flood 2025 Project (hereinafter referred to as the Flood Preparedness Project) in order to improve water access and home accessibility within the region; and

WHEREAS, under the regulations of the VDHCD the County is the only legal entity which is permitted to enter into a contract for the receipt of the grant funds in order to implement the Grant; and

WHEREAS, it is appropriate and proper for the legal entity, which is the recipient of the grant to enter into a contractual agreement with another agency to own and operate the systems for which the said funds are being distributed to the County; and

WHEREAS, the PSA is the official public entity created pursuant to Section 15.1-1241 et. Seq. of the 1950 Code of Virginia, as amended, which has been delegated the responsibility for all matters related to the Flood Preparedness Project in Buchanan County, Virginia; and

WHEREAS, the PSA will accept ownership and operation of said system, and

WHEREAS, the County has formally agreed to obtain and provide all additional funding required in order to complete the Flood Preparedness Project

being that amount of funding by which the total cost of the Flood Preparedness Project exceeds the amount of the CDBG funding.

NOW, THERFORE, for good and valuable consideration, including the mutual exchange of promises by the between the parties, County and the PSA do hereby mutually agree as follows:

1. Buchanan County agrees to accept CDBG grant.
2. The County agrees to enter into the necessary Agreement with DHCD to make all to the assurances required in the contract documents which are incorporated as part of the Agreement the County must sign in order to implement the CDBG and receive the grant funds.
3. The PSA hereby formally agrees that it will own and operate any systems relating to this project which the County constructs with CDBG monies.
4. The County agrees to make draw downs in accordance with the VDHCD regulations not to exceed the amount of the approved VCDBG grant.
5. No request for a draw down on grant funds will be made by the County unless complete and accurate progress and financial reports satisfactory to the County indicating the nature of work or activity covered by this request, have been submitted by its contractors and engineers and are certified as being true and accurate by the official representative of the contractors and engineers.
6. The County agrees to appropriate funds not to exceed the amount of the VCDBG monies. Such appropriations shall only be made after receipt of grant funds by The County through the Virginia Department of Housing and Community Development.
7. The County, agrees to obtain and provide the necessary matching share funds required to complete the Flood Preparedness Project being the difference of the Flood Preparedness Project and the County CDBG grant.
8. The County shall initiate the activities required by the contract documents beginning as soon as the VCDBG contract is executed.
9. The County shall complete the work as described in the contract documents in compliance with the implementation schedule submitted to VDHCD.
10. The County hereby agrees to carry out all of the terms of the Agreement entered into by and between the County and the VDHCD including all of the General Conditions, Special Conditions, and Assurances made a part of the contract documents listed heretofore which are incorporated by reference in this Agreement, as if set out in full.
11. The county hereby agrees to properly administer the VDHCD through the VDHCD for the Waterline Extension Project in accordance with all applicable federal, state county laws. The County also agrees to comply with any and all regulations and restrictions to the Virginia Department of Housing and Community Development in the administration of the VCDBG and in the construction phase of the Flood Preparedness Project. It is

agreed by and between the parties that any and all financial, administrative and other records required to be maintained in conjunction with this project by an applicable regulation or agreement will be prepared and maintained by the county through the CPPDC. The county shall be responsible for all fiscal accounting responsibility in accordance with the disbursement of funds under all of the VCDBG, together with the preparation and filing of any and all reports necessary for processing and implementation of the VCDBG and for the obtaining of the draw down of funds for the Flood Preparedness Project. The County agrees to receive and review progress and financial reports before requesting a drawdown of Block Grant funds, with administrative assistance from the CPPDC.

12. The county agrees to ensure that all construction work performed in connection with the Waterline Extension Project complies with all applicable laws as outlined in the VDHCD Grant Management Manual and is accomplished in a professional and workmanlike manner. It is hereby agreed by and between the parties that the county will be responsible for ensuring that all work performed on the Flood Preparedness Project is in compliance with the terms of the VDHCD-VCDBG grant and any and all specifications of these funding agencies.
13. The parties agree that the county is fully responsible for all purchasing, bidding and contracting in connection with the Flood Preparedness Project and is responsible for complying with all applicable Federal, State and County procurement laws and bidding procedures as outlined in the VDHCD Grant Management Manual. Their engineer and or administrative assistant will assist the county in these efforts.
14. The PSA agrees to save and hold harmless the County, the County, and its officers, agents, and employees from any and all liability, claim, suits, judgments and recoveries of whatsoever nature which may arise in connection with the administration of the VCDBG for the Flood Preparedness Project and the construction work performed on the project.
15. In executing this Agreement, it is the intention of the parties that the PSA shall own and operate the systems relating to the project on behalf of the County. The County will be fully responsible for procuring and performance of all the engineering, construction, administration and related work on the Flood Preparedness Project in accordance with the plans, specifications, engineering studies of the grant application and all other VCDBG contract documents as heretofore specified. The county shall bear the full responsibility for auditing its records of expenditures and disbursement of all funds in connection with the Flood Preparedness Project. The County is responsible for the audit of its financial records relating to the receipt and disbursement of the VCDBG and other funds.
16. The parties agree that the County, its agents, officers, and employees shall not be liable for the PSA's default, negligence, neglect, malfeasance, failure to properly account for funds, failure to comply with federal, state, or local laws, or any failure of the PSA to comply with the terms of the VCDBG, or any provisions of the contract documents heretofore enumerated in conjunction with the Flood Preparedness Project.

- 17. Furthermore, upon completion of said construction the County will assume ownership and responsibility of system and agrees to operate and maintain the facilities of the project which were completed under this grant as a part of its regular operations.
- 18. This Agreement may be amended from time to time only by written authorization of both parties, executed with the same formality as this Agreement.
- 19. This Agreement comports in all respects with the laws of the Commonwealth of Virginia.

IN WHITNESS WHEREOF, the parties have hereunto set their signatures and seal this 4th day of August, 2025.

Chairman
Board of Supervisors
Buchanan County, Virginia

**FAIR HOUSING
CERTIFICATION**

Compliance with Title VIII of the Civil Rights Act of 1968

Whereas, the Buchanan County Board of Supervisors has been offered and intends to accept federal funds authorized under the Housing and Community Development Cat of 1974, as amended, and;

Whereas, recipients of funding under the Act are required to take action to affirmatively further fair housing:

Therefore, the Buchanan County Board of Supervisors agrees to take at least one action to affirmatively further fair housing each grant year, during the life of its project funded with Community Development Block Grant funds. The action taken will be selected from a list provided by the Virginia Department of Housing and Community Development.

Robert Craig Horn, County Administrator

**Buchanan County
Section 504 Grievance Procedure**

The *Buchanan County Board of Supervisors* has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the Department of Housing and Urban Development's (HUD) (24 CFR 8.53(b) implementing Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794). Section 504 states, in part, that "no otherwise qualified handicapped individual . . . shall solely by reason of his handicap, be excluded from the participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. . . ."

Complaints should be addressed to: Mr. Robert Craig Horn, P.O. Box 950, Grundy, VA 24614, (276) 2935-6508 who has been designated to coordinate Section 504 compliance efforts.

1. A complaint should be filed in writing or verbally contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
2. A complaint should be filed within 30 days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis.)
3. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Robert Craig Horn. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint. Under 24 CFR 8.53(b), the County need not process complaints from applicants for employment or from applicants for admission to housing.
4. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Robert Craig Horn and a copy forwarded to the complainant no later than 30 days after its filing.
5. The Section 504 coordinator shall maintain the files and records of Buchanan County relating to the complaints filed.
6. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within 7 days to the County.
7. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
8. These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and to assure that the County complies with Section 504 and the HUD regulations.

Robert Craig Horn
County Administrator
Buchanan County

Date

NON-DISCRIMINATION POLICY

The *Buchanan County Board of Supervisors* or any employee thereof will not discriminate in employment, housing or accommodations because of race, color, religion, national origin, sex or gender, age, familial status, pregnancy, childbirth or related medical conditions (including lactation), marital status, source of income, veteran status, disability, sexual orientation or gender identity. Administrative and personnel officials will take affirmative action to ensure that this policy shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training.

Duly adopted at the regular meeting of the Buchanan County Board of Supervisors on August 4th, 2025.

Signature of Authorized Official

BUSINESS AND EMPLOYMENT PLAN

The designates as its Section 3 Business and Employment Project Area the County of Buchanan.

2. The Buchanan County Board of Supervisors, its contractors, and designated third parties shall in utilizing Community Development Block Grant (CDBG) funds utilize businesses and lower income residents of the County in carrying out all activities, to the greatest extent feasible.
3. In awarding contracts for construction, non-construction, materials, and supplies the County, its contractors, and designated third parties shall take the following steps to utilize businesses which are located in or owned in substantial part by persons residing in the County:
 - (a) The Buchanan County Board of Supervisors shall identify the contracts required to conduct the CDBG activities.
 - (b) The Buchanan County Board of Supervisors shall identify through various and appropriate sources including:

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the business concerns within the County which are likely to provide construction contracts, non-construction contracts, materials, and services which will be utilized in the activities funded through the CDBG.

- (c) The identified contractors and suppliers shall be included on bid lists used to obtain bids, quotes or proposals for work or procurement contracts which utilize CDBG funds.
- (d) To the greatest extent feasible the identified business and any other project area business concerns shall be utilized in activities which are funded with CDBG funds.

4. The Buchanan County Board of Supervisors and its contractors and subcontractors shall take the following steps to encourage the hiring of lower income persons residing in the County:
 - (a) The Buchanan County Board of Supervisors in consultation with its contractors (including design professionals) shall ascertain the types and number of positions for both trainees and employees which are likely to be used to conduct CDBG activities.
 - (b) The Buchanan County Board of Supervisors shall advertise through the following sources

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the availability of such positions with the information on how to apply.
 - (c) The Buchanan County Board of Supervisors, its contractors, and subcontractors shall be required to maintain a record of inquiries and applications by project area who respond to advertisements, and shall maintain a record of the status of such inquires and applications.
 - (d) To the greatest extent feasible, the Buchanan County Board of Supervisors, its contractors, and subcontractors shall hire lower income project area residents in filling training and employment positions necessary for implementing activities funded by the Community Development Block Grant (CDBG).
5. In order to document compliance with the above affirmative actions and Section 3 of the Housing and Community Development Act of 1974, as amended, the Buchanan County Board of Supervisors shall keep, and obtain from its contractors and subcontractors, Registers of Contractors, Subcontractors and Suppliers and Registers of Assigned Employees for all activities funded by the CDBG. Such listings shall be completed and shall be verified by site visits and employee interviews, crosschecking of payroll reports and invoices, and through audits if necessary.

Duly adopted at the regular meeting of the Buchanan County Board of Supervisors on the 4th day of August, 2025.

Signature of Authorized Official

**RESIDENTIAL ANTI-DISPLACEMENT AND
RELOCATION ASSISTANCE PLAN CERTIFICATION**

The Buchanan County Board of Supervisors will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate income dwelling unit as a direct result of activities assisted with funds provided under the *Housing and Community Development Act of 1974*, as amended. All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the County will make public and advise the state that it is undertaking such an activity and will submit to the state, in writing, information that identifies:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low- and moderate- income households in the jurisdiction.

The County will provide relocation assistance to each low/moderate – income household displace by the demolition of housing or by the direct result of assisted activities. Such assistance shall be that provided under Section 104 (d) of the *Housing and Community Development Act of 1974*, as amended, or the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended.

The Buchanan County’s FY 25 project includes the following activities: The installation of 21 generators of various sizes (13 at various pumpstations throughout Buchanan County and 8 the County’s community centers and gymnasiums) and the installation of communication equipment at the County’s community centers and gymnasiums.

The activities as planned will not cause any displacement from or conversion of occupiable structures. As planned, the project calls for the use of existing right-of-way or easements to be purchased or the acquisition of tracts of land that do not contain housing. Buchanan County will work with the grant management staff, engineers, project area residents, and the Department of Housing and Community Development to ensure that any changes in project activities do not cause any displacement from or conversion of occupiable structures.

In all cases, an occupiable structure will be defined as a dwelling that meets local building codes or a dwelling that can be rehabilitated to meet code for \$25,000 or less.

Robert Craig Horn
County Administrator
Buchanan County

Date

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IN RE: PUBLIC COMMENTS

Gary Wagner, resident in Rocklick District stated all large coal trucks should have a dash cam in them. It would help when they back up and take a picture.

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IN RE: CONSIDER ADOPTING A RESOLUTION REGARDING THE ADOPTION OF ENVIRONMENTAL REVIEW FOR BIG ROCK/CONAWAY WASTEWATER TREATMENT PLANT PROJECT

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, 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 Resolution regarding the adoption of environmental review for Big Rock/Conaway Wastewater Treatment Plant Project.

RESOLUTION

ADOPTION OF ENVIRONMENTAL REVIEW FOR BIG ROCK / CONAWAY WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, In June 2025, *Cumberland Plateau Planning District Commission* completed an Environmental Review document for the *Big Rock / Conaway Wastewater Treatment Plant Project* on the behalf of the *Buchanan County Board of Supervisors*; and,
WHEREAS, that Environmental Review document was prepared for the purposes of satisfying contractual obligations set forth in the funding agreement between *Buchanan County Board of Supervisors* and the *Virginia Department of Housing and Community Development* for its *Community Development Block Grant* program (CDBG); and,
WHEREAS, the *Virginia Department of Housing Community Development* also acts as the administrator of funding provided to the Commonwealth of Virginia through the *Appalachian Regional Commission's* Area Development grant program; and,
WHEREAS, the *Buchanan County Board of Supervisors* has also been awarded funding for the *Big Rock / Conaway Wastewater Treatment Plant Project* from the *Appalachian Regional Commission's* Area Development grant program; and,
WHEREAS, the aforementioned Environmental Review document was prepared in such a way that it also satisfies the requirements of the aforementioned *Appalachian Regional Commission* program;
NOW, THEREFORE, BE IT RESOLVED, that the *Buchanan County Board of Supervisors* formally adopts the June 2025 *Big Rock / Conaway Wastewater Treatment Plant Project* Environmental Review document, and the information contained within said document, so as to also satisfy the contractual requirements regarding Environmental Reviews outlined by the *Virginia Department of Housing and Community Development* and the *Appalachian Regional Commission*.

Robert Craig Horn, County Administrator

Date

IN RE: ERICA MILLER, RESIDENCY ADMINISTRATOR FOR THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) CONSIDER ADOPTING THE RESOLUTION REQUESTING THE (VDOT) NAMING THE VDOT BRIDGE ON STATE ROUTE 611 NEAR THE INTERSECTION OF STATE ROUTE 611 AND STATE ROUTE 608, LOCATED IN THE PRATER MAGISTERIAL DISTRICT IN BUCHANAN COUNTY AS THE “SERGEANT GODFRED BLANKENSHIP MEMORIAL BRIDGE”

After a general discussion by the board upon motion by David Rose seconded by G. Roger Rife 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 Resolution requesting the (VDOT) naming the VDOT bridge on State Route 611 near the intersection of State Route 611 and State Route 608, located in the Prater Magisterial District in Buchanan County as the “*Sergeant Godfred Blankenship Memorial Bridge*”.

Resolution

RE: Highway Naming the VDOT Bridge on State Route 611 near the intersection of State Route 611 and State Route 608, located in the Prater Magisterial District in “*Buchanan County*” as the “*Sergeant Godfred Blankenship Memorial Bridge*”

WHEREAS, *Sergeant Godfred Blankenship was born at Vacey, Virginia in Buchanan County, Va. on April 28th, 1938; and*

WHEREAS, *Sergeant. Blankenship enlisted in the United States Marine Corps and entered the service via Regular Military. Sergeant Blankenship had the rank of Sergeant and his military occupation or specialty was Rifleman, unit/group 1st Marine Division, 1st Recon Battalion and 1st Force.*

WHEREAS, Sergeant Blankenship received the following awards and decorations during his service in the United State Marine Corps: Bronze Star, Purple Heart, Combat Action Ribbon, Marksmanship Badge, National Defense Service Medal, Vietnam Campaign Medal, Vietnam Service Medal, Marine Corps Presidential Unit Citation and Vietnam Gallantry Cross.

WHEREAS, Sergeant Blankenship is remembered for his heroic achievement in connection with operations in the Republic of Vietnam from January 4th, to March 25th, 1967 as a reconnaissance platoon sergeant and patrol leader with the First Force Reconnaissance Company, Fleet Marine Force. Sergeant Blankenship participated in numerous reconnaissance patrols deep into enemy territory, Sergeant Blankenship exhibited an extraordinary degree of professional skill and sound judgment which credited his unit with many significant sightings and gathering of valuable intelligence information. His knowledge of the jungle, personal courage and calm decisiveness, while on patrol in January 1967 contributed materially to the success of the venture, when his unit was hit by Viet Cong fire. His team returned fire killing three of the enemy before they could withdraw. He then led part of his patrol further into the area capturing weapons, documents, medical supplies and rations after which he saw to the safe helicopter extraction of his team. While on another patrol in the Danang area on 11

January 1967, although he and four other members of his team were wounded by a booby trap in the patrol landing zone, he assisted in control of his team and the medical evacuation of the more seriously wounded. On 25 March 1967 he was mortally wounded by an enemy mine while on patrol south of Danang. Sergeant Blankenship's outstanding courage and devotion to duty were in keeping with the highest traditions of the Marine Corps and the United States Naval Service. He gallantly gave his life for his country. *And*

WHEREAS, Section 33.2-213 of the *Code of Virginia* authorizes the Commonwealth Transportation Board (CTB) to give suitable names to state highways, bridges, interchanges, and other transportation facilities and change the names of any highways, bridges, interchanges, or other transportation facilities forming a part of the systems of state highways; and

WHEREAS, Section 33.2-213 provides that the Virginia Department of Transportation shall place and maintain appropriate signs indicating the names of highways, bridges, interchanges, and other transportation facilities named by the CTB and requires that the costs of producing, placing, and maintaining such signs shall be paid by the localities in which they are located.

NOW, THEREFORE, BE IT RESOLVED, that Buchanan County Board of Supervisors, in accordance with the requirements of Section 33.2-213 of the *Code of Virginia*, does hereby request that the Commonwealth Transportation Board name the VDOT Bridge on State Route 611 near the intersection of State Route 611 and State Route 608, located in the Prater Magisterial District *in Buchanan County, Va. as the “Sergeant Godfred Blankenship Memorial Bridge”*;

BE IT FURTHER RESOLVED, that Buchanan County agrees to pay the costs of producing, placing, and maintaining the signs calling attention to this naming. This resolution was adopted this the 4th day of August, 2025 by the Buchanan County, Va., Board of Supervisors.

Recorded Vote:
Moved by: David Rose
Seconded by: G. Roger Rife
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: ERICA MILLER, RESIDENCY ADMINISTRATOR FOR THE
 VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT)**

David Rose, Prater District Supervisor asked does the county get to decide what’s put on the sign regarding the memorial bridge for Godfred Blakenship?

Erica Miller, Residency Administrator for the Virginia Department of Transportation (VDOT) stated I’ll check and let you know.

Ms. Miller stated VDOT has the snow removal contracts out for bid and are due by October 1st, 2025 for this year's snow removal.

Tim Hess, Hurricane District Supervisors stated on Rt. 620 Grissom Creek Road, there's a drainpipe out near Sugar Cane Road at the intersection. The drainpipe may have collapsed. Can VDOT check on this?

Jeff Cooper, Garden District Supervisor stated there's weeds at the top of Brown Mountain and Tazewell County line that needs to be cut.

Ms. Miller stated VDOT is working on secondary roads now.

Mr. Cooper asked if truck's entering signs can be installed near the Shotridge Ramey Funeral Home on State Route 460 near Shortt Gap?

Ms. Miller stated she would check on their requests.

Trey Adkins, Knox District Supervisor stated near Hurley Elementary/Middle School and Danny Justus's home there's a hillside that's very unstable. Also, brush needs to be cut in the Knox District along the roadway, they're really bad.

Robert Horn, County Administrator stated there's at least six areas on State Route 83, Slate Creek that VDOT is still working that's not finished. Also, he asked about the Spruce Pine area in the Garden District.

We will take a look at these areas, stated Ms. Miller.

There were 264 areas that was damaged after the flooding in February, stated Ms. Miller. VDOT has only 35 to 40 that still needs repaired. These should be done by the end of September and then we will need to complete the paving, she commented.

Craig Stiltner, Chairman asked when the paving would start on secondary roads in the county?

Ms. Miller stated VDOT is working on them now and some areas should be completed.

Trees and grass are needing cut in the Rocklick District stated Mr. Stiltner. Going up route 609 is bad. Vehicles are getting damaged from trees and scrubs where they're over the roadway, he stated.

G. Roger Rife, South Grundy District Supervisor asked when will the road that's broken off on Little Prater be repaired? He requested that a traffic count be done on Little Prater Road.

Ms. Miller stated we should be able to repair Little Prater Road by the end of fall.

It's a one lane road on Little Prater and there's going to be a serious accident if it's not repaired soon, stated Mr. Rife.

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**IN RE: MATT FIELDS, DIRECTOR OF IDA – TO DISCUSS THE CASH
MATCH AND LETTER TO SUPPORT THE APPLICATION FOR
GOVA REGION 1 FUNDING FOR THE HELENE BUSINESS
RECOVERY INITIATIVE**

Matt Fields wasn't present for the meeting.

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, Jeff Cooper, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby approve the cash match in the amount of \$7,000.00 to Southwest Virginia Community College (GOVA) and letter to support the application for GOVA Region 1 funding for the Helene Business Recovery Initiative.

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**IN RE: MARCUS STILTNER, COAL HAUL ROAD ENGINEER –
CONSIDER APPROVING THE DEED OF GIFT AND ADOPT THE
RESOLUTION FOR WEBB BRANCH ROAD ACCEPTING THE
DEED OF GIFT BY AND BETWEEN STEVEN R. BREEDING,
SAMUEL DAVID BREEDING AND TONI BELINDA CHEEK,
TRUSTEES OF THE SAMUEL J. BREEDING, JR. REVOCABLE
TRUST AND BEVERLY TILLER, TRUSTEE OF THE INEZ COX
IRREVOCABLE TRUST, FOR THE BENEFIT OF BEVERLY
TILLER AND BUCHANAN COUNTY, VIRGINIA AND
AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY
BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR
FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH
DEED ON BEHALF OF BUCHANAN COUNTY TO
ACKNOWLEDGE ITS ACCEPTANCE OF SUCH PROPERTY
WITH THE APPROVAL AS TO FORM BY THE COUNTY
ATTORNEY**

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, Tim Hess, Jeff Cooper, Trey Adkins, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby adopt the attached Resolution for **Webb Branch Road** accepting the Deed of Gift by and between Steven R. Breeding, Samuel David Breeding and Toni Belinda Cheek, Trustees of The Samuel J. Breeding, Jr. Revocable Trust and Beverly Tiller, Trustee of the Inez Cox Irrevocable Trust, for the Benefit of Beverly Tiller and Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

RESOLUTION

IN RE: ACCEPTANCE OF DEED OF GIFT FROM STEVEN R. BREEDING, SAMUEL DAVID BREEDING, AND TONI BELINDA CHEEK, TRUSTEES OF THE SAMUEL J. BREEDING, JR. REVOCABLE TRUST, AND BEVERLY TILLER, TRUSTEE OF THE INEZ COX IRREVOCABLE TRUST, FOR THE BENEFIT OF BEVERLY TILLER, HEREINAFTER SOMETIMES REFERRED TO AS “GRANTORS”, AND BUCHANAN COUNTY, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, HEREINAFTER SOMETIMES REFERRED TO AS “GRANTEE”. REGARDING WEBB BRANCH ROAD, LOCATED IN THE SOUTH GRUNDY MAGISTERIAL DISTRICT

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto Between, Steven R. Breeding, Samuel David Breeding and Toni Belinda Cheek, Trustees of The Samuel J. Breeding, Jr. Revocable Trust, and Beverly Tiller, Trustee Of The Inez Cox Irrevocable Trust, for the Benefit of Beverly Tiller and Buchanan County, Virginia, and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 4th day of August, 2025 by a roll call vote of seven for and zero against.

Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT, made and entered into on this the 4th day of August, 2025, by and between **STEVEN R. BREEDING, SAMUEL DAVID BREEDING, and TONI BELINDA CHEEK, TRUSTEES OF THE SAMUEL J. BREEDING, JR. REVOCABLE TRUST, and BEVERLY TILLER, TRUSTEE OF THE INEZ COX IRREVOCABLE TRUST, for the benefit of Beverly Tiller,** hereinafter sometimes referred to as “GRANTORS”, and **BUCHANAN COUNTY, VIRGINIA,** a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “GRANTEE”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

WITNESSETH:

WHEREAS, the Grantors own the property identified on Exhibit ‘A’ which is attached and made part of this agreement by incorporation by reference upon which the

waterline structure is to be located; and

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

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

Property to be conveyed:

FOR A PRESSURE TANK VAULT

Beginning at an iron pin with a State Plane NAD 83, Virginia South Coordinate at Northing 3622194.69 and Easting 10448945.71; thence S 42°22'36" W a distance of 14.00' to an iron pin; thence N 47°37'24" W a distance of 14.00' to an iron pin; thence N 42°22'36" E a distance of 14.00' to an iron pin; said point lies S 40°44'41" W a distance of 31.28' from a to an IPF; S 47°37'24" E a distance of 14.00' to an iron pin which is the point of beginning, having an area of 196.0 Square Feet, 0.004 Acres.

Source and title for grantors: Samuel J. Breeding, Jr. and Lamar Cox acquired a portion of the land affected by this right-of-way deed by a deed recorded on Deed Book 199, Page 393 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Samuel J. Breeding, Jr. conveyed a one half interest of his one half undivided interest in said property to his wife, Betty Breeding by deed dated August 14, 2009, recorded as Instrument 3090002544 in the Clerk's Office of the Circuit Court of Buchanan County, Va. The property ultimately ended up in two separate Trusts, one for Samuel J. Breeding, Jr. and one for Betty Breeding. However, those two trusts were merged into one trust in December of 2024, namely the Samuel J. Breeding, Jr. Revocable Trust, one of the grantors herein. Said land affected by this right-of-way deed is shown as parcel #025 Tax Map #2HH-120.

Source and title for grantors: Lamar Cox acquired a one half undivided interest in portion of the land affected by this right of way and deed of easement, by a deed recorded

at Deed Book 199, Page 393, recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Lamar Cox by his Will dated December 13, 1999, created two trusts, a marital trust and a family trust. Ultimately, the property subject to this deed finally came to be owned by the trust of Lamar Cox's wife, Inez Cox, said trust being the Inez Cox Irrevocable Trust for the benefit of Beverly Tiller, one of the grantors herein. Said land affected by this right-of-way deed is shown as parcel #025 Tax Map #2HH-120.

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

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

The Grantors covenant to and with the Grantee that they will warrant generally the title to the property hereby conveyed; that they have the right to convey same to the Grantee; that the Grantee shall have quiet possession of same, free from encumbrances, that Grantors have done no act to encumber same; and Grantors will execute such other and further assurances of title as may be requisite. The Grantors further covenant that they own all of the rights conveyed herein and that there are no other persons who need to sign this Deed to convey such rights.

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

That on the 4th day of August 2025, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

IN RE: CONSIDER ADOPTING THE RESOLUTION FOR WRECKER ROAD ACCEPTING THE DEED OF GIFT BY AND BETWEEN COY ULVERT STACY AND BUCHANAN COUNTY, VIRGINIA AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH DEED ON BEHALF OF BUCHANAN COUNTY TO ACKNOWLEDGE ITS ACCEPTANCE OF SUCH PROPERTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Trey Adkins seconded by Tim Hess and with the following roll call vote of seven (7) yeas, Trey Adkins, Tim Hess, Craig Stiltner, G. Roger Rife, David Rose, Lee Dotson, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution for **Wrecker Road** accepting the Deed of Gift by and between Coy Ulvert Stacy and Buchanan County, Virginia. and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

RESOLUTION

IN RE: ACCEPTANCE OF DEED OF GIFT FROM COY ULVERT STACY SOMETIMES REFERRED TO AS “GRANTORS”, AND BUCHANAN COUNTY, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, HEREINAFTER SOMETIMES REFERRED TO AS “GRANTEE”. REGARDING WRECKER ROAD, LOCATED IN THE KNOX MAGISTERIAL DISTRICT

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto between Coy Ulvert Stacy and Buchanan County, Virginia, and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 4th day of August, 2025 by a roll call vote of seven for and zero against.

Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT, made and entered into on this the 4th day of August, 2025, by and between **COY ULVERT STACY** hereinafter sometimes referred to as “GRANTOR”, and **BUCHANAN COUNTY, VIRGINIA**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “GRANTEE”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

WITNESSETH:

WHEREAS, the Grantee wishes to maintain a road with turn around which is a part of the public road in the Knox Magisterial District for the traveling public, namely Wrecker Road, County Road # 2189; and

WHEREAS, the Grantor desires to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way for a road with turn around which is part of the public road known as Wrecker Road, County Road # 2189; and

NOW THEREFORE, for and in consideration of promoting the public interest by providing a road with turn around which is part of a public road known as Wrecker Road, County Road # 2189 for use of the traveling public, the Grantor does hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Knox Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantor as set out in the sources of title herein, and being more particularly bounded and described as follows:

Property to be conveyed:

Coy Ulvert Stacy, Deed Book 168 Page 429

BEGINNING AT A POINT IN THE NORTHWESTERN RIGHT OF WAY FOR STATE ROUTE 647 HAVING A VIRGINIA SOUTH STATE PLANE (NAD83) COORDINATE VALUE OF N:3,697,514.29; E:10,467,257.05; THENCE S 48°13'03" W A DISTANCE OF 49.36'; THENCE S 50°49'49" W A DISTANCE OF 39.76'; THENCE LEAVING ROUTE 647 RIGHT OF WAY S 62°21'21" W A DISTANCE OF 7.42'; THENCE S 53°18'35" W A DISTANCE OF 76.42'; THENCE S 44°35'51" W A DISTANCE OF 56.91'; THENCE S 35°53'08" W A DISTANCE OF 91.67'; THENCE S 60°51'34" W A DISTANCE OF 69.20'; THENCE S 15°18'33" W A DISTANCE OF 59.96'; THENCE S 33°59'52" W A DISTANCE OF 45.24'; THENCE S 52°43'54" W A DISTANCE OF 24.36' NEAR AN EXISTING PRIVATE BRIDGE; THENCE N 37°16'06" W A DISTANCE OF 20.00'; THENCE LEAVING PRIVATE BRIDGE N 52°43'54" E A DISTANCE OF 21.06'; THENCE N 33°59'52" E A DISTANCE OF

12.32'; THENCE N 56°00'08" W A DISTANCE OF 20.00'; THENCE N 33°59'52" E A DISTANCE OF 15.00'; THENCE S 56°00'08" E A DISTANCE OF 20.00'; THENCE N 33°59'52" E A DISTANCE OF 11.33'; THENCE N 15°18'33" E A DISTANCE OF 65.06'; THENCE N 60°51'34" E A DISTANCE OF 73.16'; THENCE N 35°53'08" E A DISTANCE OF 88.76'; THENCE N 44°35'51" E A DISTANCE OF 59.95'; THENCE N 53°18'35" E A DISTANCE OF 79.52'; THENCE N 62°21'21" E A DISTANCE OF 95.82' TO RIGHT OF WAY FOR STATE ROUTE 647; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 9,876 SQUARE FEET, 0.23 ACRES.

Source and title for grantors: Coy Ulvert Stacy acquired a portion of the land affected by this right-of-way deed by a deed recorded on Deed Book 168 Page 429 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed.

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

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

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

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

There is hereby excepted and reserved from the operation of this conveyance such of the coal, oil, minerals, rights, privileges, etc., as may have been heretofore sold or excepted from said land by prior owners. Additionally, this conveyance is subject to all

exceptions, limitations or conditions contained in any document which constitutes a muniment of title to the property being conveyed herein and that have been heretofore been recorded in the Clerk’s Office of the Circuit Court of Buchanan County, Virginia.

That on the 4th day of August, 2025, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

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**IN RE: CONSIDER ADOPTING THE RESOLUTION FOR ENFORCER
ROAD ACCEPTING THE DEED OF GIFT**

This issue was tabled. No action taken.

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**IN RE: CONSIDER ADOPTING THE RESOLUTION FOR YELLOW PINE
ROAD ACCEPTING THE DEED OF GIFT BY AND BETWEEN
RONALD JACKSON AND BRENDA JACKSON, HUSBAND AND
WIFE, DONALD MITCHELL AND WANDA MITCHELL,
HUSBAND AND WIFE, RONNIE LEE COOK AND ANITA DIANE
COOK, HUSBAND AND WIFE, WALTER JOHN COOK AND
AUTUMN C. COOK, HUSBAND AND WIFE, AND DOUGLAS
COOK AND BUCHANAN COUNTY, VIRGINIA AND
AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY
BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR
FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH
DEED ON BEHALF OF BUCHANAN COUNTY TO
ACKNOWLEDGE ITS ACCEPTANCE OF SUCH PROPERTY
WITH THE APPROVAL AS TO FORM BY THE COUNTY
ATTORNEY**

After a general discussion by the board upon motion by David Rose seconded by Tim Hess and with the following roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, David Rose, Lee Dotson, G. Roger Rife, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby adopt the following Resolution for **Yellow Pine Road** accepting the Deed of Gift by and between Ronald Jackson and Brenda Jackson, husband and wife, Donald Mitchell and Wanda Mitchell, husband and wife, Ronnie Lee Cook and Anita Diane Cook, husband and wife, Walter John Cook and Autumn C. Cook, husband and wife, and Douglas Cook and Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to

acknowledge its acceptance of such property with the approval as to form by the County Attorney.

RESOLUTION

IN RE: ACCEPTANCE OF DEED OF GIFT FROM RONALD JACKSON AND BRENDA JACKSON, HUSBAND AND WIFE, DONALD MITCHELL AND WANDA MITCHELL, HUSBAND AND WIFE, RONNIE LEE COOK AND ANITA DIANE COOK, HUSBAND AND WIFE, WALTER JOHN COOK AND AUTUMN C. COOK, HUSBAND AND WIFE, AND DOUGLAS COOK, SOMETIMES REFERRED TO AS “GRANTORS”, AND BUCHANAN COUNTY, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, HEREINAFTER SOMETIMES REFERRED TO AS “GRANTEE”. REGARDING YELLOW PINE ROAD, COUNTY ROAD #4188 LOCATED IN THE HURRICANE MAGISTERIAL DISTRICT

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto between Ronald Jackson and Brenda Jackson, husband and wife, Donald Mitchell and Wanda Mitchell, husband and wife, Ronnie Lee Cook and Anita Diane Cook, husband and wife, Walter John Cook and Autumn C. Cook, husband and wife, and Douglas Cook, and Buchanan County, Virginia, and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 4th day of August, 2025 by a roll call vote of seven for and zero against.

Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT, made and entered into on this the 4th day of August , 2025, by and between **Ronald Jackson and Brenda Jackson, husband and wife, Donald Mitchell and Wanda Mitchell, husband and wife, Ronnie Lee Cook and Anita Diane Cook, husband and wife, Walter John Cook and Autumn C. Cook, husband and wife, and Douglas Cook,** hereinafter sometimes referred to as “GRANTORS”, and **BUCHANAN COUNTY, VIRGINIA,** a Political Subdivision of the Commonwealth of

Virginia, hereinafter sometimes referred to as “**GRANTEE**”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

WITNESSETH:

WHEREAS, the Grantee wishes to maintain a road with turn around which is a part of the public road in the Hurricane Magisterial District for the traveling public, namely Yellow Pine Road, County Road # 4188; and

WHEREAS, the Grantors desire to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way for a road with turn around which is part of the public road known as Yellow Pine Road, County Road # 4188; and

NOW THEREFORE, for and in consideration of promoting the public interest by providing a road with turn around which is part of a public road known as Yellow Pine Road, County Road # 4188 for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Hurricane Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

Property to be conveyed (roadway):

Beginning at a point in the right of way of Va, Rte. 624 (Centerline Station 10+00) and the centerline of Yellow Pine Road, thence with the centerline of Yellow Pine Road S 54-50-26 E 51.11’, thence a curve to the left (chord bearing S 67-06-04 E 115.97’), thence S 79-21-42 E 25.13’, thence a curve to the right (chord bearing S 76-12-28 E 52.78’), thence S 73-03-14 E 33.42’, thence a curve to the right (chord bearing S 64-02-56 E 23.70’), thence S 55-02-38 E 11.99’, thence a curve to the left (chord bearing S 70-09-03 E 23.17’), thence S 85-15-27 E 59.50’, thence a curve to the right (chord bearing S 71-48-56 E 35.01’), thence S 58-22-24 E 13.57’, thence a curve to the left (chord bearing S 77-22-59 E 140.06’), thence N 83-53-00 E 204.71’ to the end at Centerline Station 17+94.31 and containing 15,886.12 sq. ft. (0.36 acres).

Property to be conveyed (turning area):

Beginning at a point in the South right of way of the proposed Yellow Pine Road, said point being perpendicular to and 10.00’ distant from Centerline Station 17+94.31, thence leaving the said right of way S 06-07-00 E 10.00’, thence S 85-53-00 W 20.00’, thence N 06-07-00 E 10.00’ to a point in the said right of way, thence with the said right of way 20.00’ to the beginning and containing 200.00 sq. ft. (0.005 acres).

Source and title for grantors: Ronald Jackson and Brenda Jackson, husband and wife, acquired a portion of the land affected by this right-of-way deed by a deed recorded on Instrument # 160001441 in the Clerk’s Office of the Circuit Court of Buchanan

County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel #026 Tax Map #2HH-069.

Source and title for grantors: Donald Mitchell and Wanda Mitchell, husband and wife, acquired a portion of the land affected by this right-of-way deed by a deed recorded in Deed Book 463 Page 524 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel #028-A Tax Map #2HH-069.

Source and title for grantors: Ronnie Lee Cook and Anita Diane Cook, husband and wife, acquired a portion of the land affected by this right-of-way deed by a deed recorded on Deed Book 467 Page 370 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel #031 Tax Map #2HH-069.

Source and title for grantors: Walter John Cook and Autumn C. Cook acquired a portion of the land affected by this right-of-way deed by a deed recorded on Instrument # 180001782 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel #029 Tax Map #2HH-069.

Source and title for grantors: Douglas Cook, acquired a portion of the land affected by this right-of-way deed by a deed recorded in Deed Book 205 Page 185 and Deed Book 240 Page 587 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel #064 and parcel #065 Tax Map #2HH-069.

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

Included in this deed of conveyance is the right and easement to construct, improve, relocate and maintain any creek, drain, drainage ditch or other drainage facilities that may

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

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

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

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

That on the 4th day of August, 2025, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

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**IN RE: CONSIDER ADOPTING THE RESOLUTION TO REPLACE A
DRAIN PIPE ON PATTERSON ROAD NEAR INTERSECTION OF
PATTERSON ROAD AND HALE CREEK ROAD TO PRESERVE
INTEGRITY OF THE STATE ROAD AND PREVENT FLOOD
DAMAGE DOWNSTREAM**

This issue was tabled. No action taken.

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**IN RE: CONSIDER RATIFYING/APPROVING GRANTS 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 the following roll call vote of six (6) yeas, Tim Hess, Jeff Cooper, G. Roger Rife, David Rose, Lee Dotson, Craig Stiltner and one (1) nay, Trey Adkins, this board did hereby ratify/approve the following for the Buchanan County Sheriff’s Office:

- The Byrne Justice Assistance Grant for the FY 2026 Byrne/JAG Program in the amount of \$75,000.
- The Operation Ceasefire Forensic and Analytical Technology Grant in the amount of \$80,000.
- The FY 2026 School Resource Officer Continuation Grant from DCJS in the amount of \$334,795.00;
- The FY 2026 NG911 Additional Funding Grant through 911 Grant Programs in the amount of \$150,000.00.

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**IN RE: CONSIDER ADOPTING DOCUMENTS REGARDING THE JOHN
 FLANNAGAN WATER AUTHORITY AND AUTHORIZE THE
 CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE
 THE FOLLOWING DOCUMENTS UPON THE APPROVAL OF
 THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Jeff Cooper 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 adopt the following regarding the John Flannagan Water Authority and authorized the chairman and county administrator to execute the following documents upon the approval of the county attorney:

- Adopt the Resolution of the County of Buchanan, Virginia approving a Support Agreement with the John Flannagan Water Authority;
- Adopt the Support Agreement of the County of Buchanan, Virginia and the John Flannagan Water Authority;
- Approve the Certificate of the Clerk of the Board of Supervisors of Buchanan County, Virginia.

**RESOLUTION OF THE
COUNTY OF BUCHANAN, VIRGINIA
APPROVING A SUPPORT AGREEMENT WITH THE JOHN FLANNAGAN
WATER AUTHORITY**

WHEREAS, the John Flannagan Water Authority (**the "Authority"**) is comprised of certain local government members, including Buchanan County, Virginia (**the "County"**), and the Authority is financing certain long-term improvements to its infrastructure, including a new chloramination feed system, distribution system booster station, tank mixing system, building for existing plate and frame press, sedimentation basin modifications for a new sludge removal system, propane generators and storage

tanks, a new granular active carbon treatment system, and other related costs, all together with related administrative and financing costs **(the "Project")**; and

WHEREAS, the Authority now proposes to undertake interim financing of the Project, including necessary expenses incidental thereto, by a loan from M&T Bank **(the "Bank")** in the maximum amount of \$1,400,000.00 **(the "Loan")** pursuant to the terms of certain loan documents **(the "Loan Documents")**; and

WHEREAS, amounts due under the Loan Documents **(the "Debt Service")** are to be paid by the Authority from its revenues and from funds that are subject to appropriation in each fiscal year by the County. If such review indicates the Authority's rates, fees and other charges are insufficient to make the Debt Service payments, the County shall be responsible for such Debt Service payments on behalf of the Authority, subject to the County being reimbursed for said Debt Service payments at the closing of the VRA financing for the Authority pursuant to the Support Agreement which is incorporated into this Resolution and attached hereto as Exhibit "A" ; and

WHEREAS, in connection with the Loan, the Bank desires that the commitment of the Authority and County to provide such funds, subject to annual appropriation as described above, be set forth in a Support Agreement **(the "Support Agreement")** between the County and the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF BUCHANAN, VIRGINIA:

Form and Authorization of Support Agreement. The Support Agreement as presented at this meeting is hereby approved, with such variations, insertions, changes or deletions (including without limitation changes to the date thereof) as may be approved by the County Administrator of the County. The execution and delivery of the Support Agreement is hereby authorized.

Execution and Delivery of County Support Agreement. The County Administrator of the County is authorized and directed to execute the Support Agreement on behalf of the County.

Further Actions. The County Administrator and the Chairman of the Board of Supervisors of the County, and other officers and agents of the County, including the Deputy Board Clerk and the County Attorney, are authorized and directed to take such further actions as they deem necessary regarding the execution and delivery of the Support Agreement, including, without limitation, the execution and delivery of any instruments, closing documents and certificates with respect to or as may be required for the closing of the Loan. All such actions previously taken by such officers and agents are hereby approved, ratified and confirmed.

Limitation of Liability of Officials of the County. No covenant, condition, agreement or obligation contained herein shall be deemed to be a covenant, condition, agreement or obligation of an officer, employee or agent of the County in his or her individual capacity, and no officer of the County executing the Support Agreement shall be liable personally on the Support Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

Effective Date. This Resolution shall take effect immediately.

This resolution was adopted by the Buchanan County, Va. Board of Supervisors on August 4, 2025.

Roll Call Vote:
Motion made by: Jeff Cooper
Second by: David Rose
Craig Stiltner: yea
Roger Rife: yea
Jeff Cooper: yea
David Rose: yea
Tim Hess: yea
Lee Dotson: yea
Trey Adkins: yea

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

ATTEST:

Robert Craig Horn, County Administrator

**SUPPORT AGREEMENT
OF THE
COUNTY OF BUCHANAN, VIRGINIA
AND
THE JOHN FLANNAGAN WATER AUTHORITY**

THIS SUPPORT AGREEMENT is made as of August 4, 2025, between the **BOARD OF SUPERVISORS OF BUCHANAN COUNTY, VIRGINIA** (the "Board"), acting as the governing body of Buchanan County, Virginia (the "County"), the **JOHN FLANNAGAN WATER AUTHORITY** (the "JFWA"), for the benefit of the **M&T BANK** (the "Bank"), as purchaser of the Note, as hereinafter defined, pursuant to a Note Purchase and Loan Agreement dated as of August 8, 2025 (the "Financing Agreement"), between the Bank and the JFWA.

RECITALS:

WHEREAS, JFWA was created by certain jurisdictions, including the County, pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) and owns and operates a regional raw water supply system; and

WHEREAS, JFWA intends to finance the cost of certain infrastructure improvements to its water treatment plant, including but not limited to a new chloramination feed system, distribution system booster station, tank mixing system, building for existing plate and frame press, sedimentation basin modifications for a new sludge removal system, propane generators and storage tanks, a new granular active carbon treatment system, and other related costs, all together with related administrative and financing costs (collectively, “the Project”); and

WHEREAS, JFWA applied to and received approval from the Virginia Resources Authority (“VRA”) for a combined loan and principal forgiveness funding totaling \$6,103,000 from the Virginia Water Supply Revolving Fund (the “VRA Loan”) to pay costs of the Project, all as set forth in a commitment letter from VRA to JFWA dated June 30, 2025; and

WHEREAS, JFWA has determined that it is in its best interest to issue and sell a revenue anticipation note in an original aggregate principal amount of \$1,400,000 (the "Note") to M&T Bank pursuant to the terms of the Financing Agreement to finance the interim costs of the Project prior to closing on the VRA Loan and to use the proceeds of

the VRA Loan, to, among other things, pay any sums due and owing under the terms of the Note; and

WHEREAS, the Board adopted on August 4, 2025, a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Board to consider certain appropriations of the County in support of the Note and the Project.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Financing Agreement.

JFWA shall use its best efforts to issue the Note, to use the proceeds thereof to pay the costs of the Project, and to construct and place the Project in operation at the earliest practical date.

No later than May 15 of each year, beginning May 15, 2026, JFWA shall notify the Board of the amount (the "Annual Deficiency Amount") by which JFWA reasonably expects the Revenues to be insufficient to pay (i) the debt service obligations under the Financing Agreement and the Note, (ii) the Operation and Maintenance Expense, and (iii) any other payments due and owing by JFWA under the Financing Agreement in full as and when due during the County's fiscal year beginning the following July 1.

The County Administrator of the County (the "County Administrator") shall include the Annual Deficiency Amount in his budget submitted to the Board for the following fiscal year as an amount to be appropriated to or on behalf of JFWA. The County Administrator shall deliver to M&T Bank within ten days after the adoption of the County's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated to or on behalf of JFWA an amount equal to the Annual Deficiency Amount.

If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, JFWA shall notify the County Administrator of the amount of such insufficiency and the County Administrator shall request a supplemental appropriation from the Board in the amount necessary to make such payment.

The County Administrator shall present each request for appropriation pursuant to paragraph 5 above to the Board, and the Board shall consider such request at the Board's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify M&T Bank as to whether the amount so requested was appropriated. If the Board shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County by the County Administrator for the County's next fiscal year.

The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby

states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards of Supervisors do likewise.

Upon the closing of the VRA Loan, JFWA agrees that proceeds from such loan shall be used first to pay all sums due and payable under the Note. Further, if any sums are appropriated by the County under the terms of this Support Agreement, JFWA agrees to reimburse the County from the proceeds of the VRA Loan or from other available sources at the time of the closing of the VRA Loan. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to JFWA, M&T Bank or to any holder of the Note or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything herein contained legally bind or obligate the Board to appropriate funds for the purposes described herein.

Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to P.O. Drawer 950, Grundy, Va. 24614, Attention: County Administrator, (ii) if to JFWA, to 52 Flannagan Dam Road. Haysi, VA 24256, Attention: Executive Director, and (iii) if to M&T Bank, to 301 W. Plank Road Altoona, PA 16602, Attention: Government Banking. Any party may designate any other address for notices or requests by giving notice.

It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

This Agreement shall remain in full force and effect until the Note and all other amounts payable by JFWA under the Financing Agreement have been paid in full.

IN WITNESS WHEREOF, the parties hereto have each caused this Support Agreement to be executed in their respective names as of the date first above written.

BOARD OF SUPERVISORS OF BUCHANAN COUNTY, VIRGINIA

By: _____
Craig Stiltner, Chairman

CERTIFICATE OF THE CLERK OF THE BOARD OF SUPERVISORS OF BUCHANAN COUNTY, VIRGINIA

The undersigned, Clerk of the Board of Supervisors (the “**Board**”) of Buchanan County, Virginia (the “**County**”), hereby certifies as follows:

1. A meeting of the Board was held on August 4th, 2025, during which a resolution entitled “A Resolution of the County of Buchanan, Virginia Approving a Support Agreement with the John Flannagan Water Authority, Virginia” was duly adopted by a majority vote of the Board. Attached hereto as **Exhibit A** is a true, correct and complete copy of such resolution as recorded in the minutes of such meeting.
2. The resolution set forth in **Exhibit A** has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.
3. The Board of Supervisors, consisted of the following seven (7) persons, each of such persons has taken and subscribed to the oath required by applicable law:

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

4. Attached hereto as **Exhibit B** is a true, correct and complete copy of the Support Agreement of the County of Buchanan, Virginia and John Flannagan Water Authority, which was approved by the Board at its meeting of August 4th, 2025.

IN WITENSS WHEREOF, I have hereunto set my hand and the seal of the County of Buchanan, Virginia, this 4th day of August, 2025.

Clerk of the Board of Supervisors of
Buchanan County, Virginia

_____ 000 _____

**IN RE: CONSIDER ADOPTING THE RESOLUTION OF THE
 BUCHANAN COUNTY BOARD OF SUPERVISORS REGARDING
 THE JOHN FLANNAGAN WATER AUTHORITY**

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 Resolution of the Buchanan County Board of Supervisors regarding the John Flannagan Water Authority.

**RESOLUTION OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS,
 BUCHANAN COUNTY, VIRGINIA**

THAT WHEREAS, pursuant to the predecessor provisions of Va. Code § 15.2-5100 et seq., the Town of Grundy (“Town”), Buchanan County, Town of Clintwood, and Dickenson County, created John Flannagan Water Authority (“Authority”) in 1972; and,

WHEREAS, the aforementioned localities created the Authority for the purpose of providing clean, safe drinking water to promote the general welfare of the citizens of said localities; and,

WHEREAS, Va. Code § 15.2-5114(1) provides that the Authority shall exist for a term of fifty (50) years; and,

WHEREAS, Va. Code § 15.2-5109 provides that the Authority shall continue in existence and shall not be dissolved because the term for which it was created, including any extensions thereof, has expired, unless all of the Authority’s functions have been taken over and its obligations have been paid or have been assumed by one or more political

subdivisions or by an authority created thereby, or cash, or United States Government securities have been deposited for their payment; and,

WHEREAS, the Authority continues to provide vital functions and services for the localities which created the Authority and maintains certain debt to provide the functions and services for which the Authority was created by the localities; and,

WHEREAS, the term of the Authority should be extended because of the vital functions and services provided by the Authority, namely, providing clean, safe drinking water for the citizens of the Town, Buchanan County, Town of Clintwood, and Dickenson County; and,

WHEREAS, the extension of the Authority's term is in furtherance of the purpose and intent for which the Authority was created pursuant to Va. Code § 15.2-5100 et seq. and its predecessor provisions.

BE IT RESOLVED by the Buchanan County Board of Supervisors as follows:

1) The term of the John Flannagan Water Authority is hereby extended simultaneously with the Town of Clintwood, Virginia, Town of Grundy, Virginia, and Dickenson County, Virginia for a period of fifty (50) years because of the vital functions and services provided to the citizens of the aforementioned localities since the functions, services, and obligations of the Authority have not been assumed or taken over by any other political subdivision.

2) The County Administrator is hereby authorized and directed to execute any document in furtherance of the extension of the existence of the Authority.

3) Any authorization herein to execute a document or agreement shall include authorization to deliver to the other parties thereto and to record such document where appropriate.

4) All other acts of the county that are in conformity with the purposes and intent of this Resolution and in furtherance of the extension of the existence of the John Flannagan Water Authority pursuant to Va. Code § 15.2-5100 are hereby authorized and approved.

5) This Resolution shall take effect immediately.

ADOPTED this 4th of August, 2025.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert C. Horn, County Administrator

The above referenced Resolution was adopted at a regular meeting on August 4th, 2025, by the following votes.

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

_____ 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 QUARTERMASTER IN
THE AMOUNT OF \$893.00 FOR THE BUCHANAN COUNTY
SHERIFF’S OFFICE**

After a general discussion by the board upon motion by Jeff Cooper seconded by G. Roger Rife and with a roll call vote of six (6) yeas, Tim Hess, Jeff Cooper, G. Roger Rife, David Rose, Lee Dotson, Craig Stiltner and one (1) nay, Trey Adkins, 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 Annual Software Support for Quartermaster in the amount of \$893.00 for the Buchanan County Sheriff’s Office.

NOTICE

**RE: PENDING AWARD OF CONTRACT TO
SOUTHERN SOFTWARE, INC FOR
ANNUAL SOFTWARE SUPPORT QUARTERMASTER AND SOUTHERN
SOFTWARE INC. HAS BEEN DETERMINED TO BE THE SOLE SOURCE**

PLEASE TAKE NOTICE:

- 1) Due to issues of the unavailability of Annual Software Support QuarterMaster System it has been determined that Southern Software, Inc. is the sole source for the Annual Software Support for Human Resource Management Software (HRMS) QuarterMaster System and annual support fee from 8:30 a.m. to 5:00 p.m. est., Monday through Friday.
- 2) The Buchanan County, Va., Board of Supervisors will consider a Resolution to approve and award the contract to Southern Software, Inc. for an contract for Annual Software Support Quartermaster System and annual support fee with Southern Software, in the amount of \$893.00 for a term of one year beginning December 13th, 2026 through December 12th, 2026 at its August 4th, 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 4th day of August, 2025.

Robert Craig Horn, County Administrator
Buchanan County, Virginia

RESOLUTION

**RE: PENDING AWARD OF CONTRACT TO
SOUTHERN SOFTWARE, INC FOR
ANNUAL SOFTWARE SUPPORT AGREEMENT QUARTERMASTER AND
SOUTHERN SOFTWARE INC. HAS BEEN DETERMINED TO BE THE SOLE
SOURCE**

WHEREAS, Kenneth Ratliff, the Operations and Maintenance Manager conducted an investigation of potential vendors in regard to the contemplated procurement of an Annual Software Support Agreement Quartermaster annual support fee for the Buchanan County Sheriff's Office; and

WHEREAS, after a thorough investigation, Kenneth Ratliff has concluded that Southern Software, Inc. is the only one source practicably available to provide the Annual Software Support Quartermaster annual support fee; and

WHEREAS, Southern Software, Inc. has provided a quote of **Eight Hundred Ninety-Three Dollars and No Cents** (\$893.00) to provide Annual Software Support Quartermaster and annual support fee provided by Southern Software for a term of one year beginning December 13th, 2025 through December 12th, 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 Software Support Agreement Quartermaster and annual support fee provided by Southern Software, Inc. for the purchase price of **Eight Hundred Ninety-Three Dollars and No Cents** (\$893.00).

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., for Software Support Agreement Quartermaster and annual support fee in that only Southern Software, Inc. has been determined to be the only source practicably available for provided by Southern Software, Inc.

This Resolution was adopted on the 4th day of August, 2025.

Recorded Vote:

Moved by: Jeff Cooper
Seconded by: G. Roger Rife
Yeas: Six
Nays: One

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

ATTEST:

Robert Craig Horn, County Administrator

**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 CAD
SOFTWARE IN THE AMOUNT OF \$9,671.00 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 six (6) yeas, Jeff Cooper, Tim Hess, Craig Stiltner, David Rose, Lee Dotson, G. Roger Rife and one (1) nay, Trey Adkins, 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 Annual Software Support for CAD Software in the amount of \$9,671.00 for the Buchanan County Sheriff's Office.

NOTICE

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

PLEASE TAKE NOTICE:

- 1) Due to issues of the unavailability of annual software support services for Southern Software CAD software, it has been determined that Southern Software, Inc. is the sole source for a maintenance support services contract for 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 annual software support services contract for Southern Software CAD software in the amount of \$9,671.00 for a term of one year beginning November 1st, 2025 through October 31st, 2026 at its August 4th, 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 4th day of August, 2025.

Robert Craig Horn, County Administrator
Buchanan County, Virg

RESOLUTION

**RE: SOUTHERN SOFTWARE AS SOLE SOURCE FOR ANNUAL SOFTWARE
SUPPORT SERVICES CONTRACT FOR CAD SOFTWARE 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 contract for CAD 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 contract for the CAD software provided by Southern Software, Inc.; and

WHEREAS, it has been determined that due to issues of the unavailability of annual software support services for CAD software provided by Southern Software, Inc. that Southern Software is the sole source to provide annual software support services for CAD software provided by Southern Software, Inc.; and

WHEREAS, Southern Software, Inc. has provided a quote of Nine Thousand Six Hundred Seventy-One Dollars and No Cents (\$9,671.00) to provide the annual software support services for the CAD software provided by Southern Software for a term of one year beginning November 1st, 2025; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Buchanan County, Va., Board of Supervisors and the County Administrator are hereby authorized to execute a Contract with Southern Software, Inc., as approved in form by the County Attorney, that provides for annual software support services for CAD software, from Southern Software, Inc. for the purchase price of Nine Thousand Six Hundred Seventy-One Dollars and No Cents (\$9,671.00). 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 annual software support services contract for CAD software provided by Southern Software, Inc.

This Resolution was adopted on the 4th day of August, 2025.

Recorded Vote:

Moved by: Jeff Cooper

Seconded by: Tim Hess

Yeas: Six

Nays: One

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 INVOICES REGARDING J.M. BEVINS
AND RUSSELL PRATER DEMOLITION PROJECTS**

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, Tim Hess, Jeff Cooper, David Rose, G. Roger Rife, Craig Stiltner, Lee Dotson, Trey Adkins and zero (0) nays, this board did hereby approve the following regarding J.M. Bevins and Russell Prater Demolition projects:

- Issue payment for the Contractor’s Applications for Payment No. 3 from Taff & Frye Co., Inc. regarding J. M. Bevins Elementary School Demolition in the amount of \$20,178.00 from account number 71060-7011-01;
- Issue payment for the Contractor’s Applications for Payment No. 4 from Taff & Frye Co., Inc. regarding J. M. Bevins Elementary School Demolition in the amount of \$5,310.00 from account number 71060-7011-01;
- Issue payment for the Contractor’s Applications for Payment No. 2 from Taff & Frye Co., Inc. regarding Russell Prater Elementary School Demolition in the amount of \$85,167.50 00 from account number 71060-7011-02;
- Issue payment for the Contractor’s Applications for Payment No. 3 from Taff & Frye Co., Inc. regarding Russell Prater Elementary School Demolition in the amount of \$5,732.50 from account number 71060-7011-02.

_____ 000 _____

**IN RE: CONSIDER APPROVING THE GRANT FROM VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION (DCR)
REGARDING THE COMMUNITY FLOOD PREPAREDNESS
FUND (CFPF) AND AN ADDITIONAL APPROPRIATION IN THE
AMOUNT OF \$103,500.00 AND ESTABLISH A NEW LINE ITEM
WITHIN THE FISCAL YEAR 2025/2026 BUDGET**

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, Jeff Cooper, David Rose, G. Roger Rife, Craig Stiltner, Lee Dotson, Trey Adkins and zero (0) nays, this board did hereby approve the grant from Virginia Department of Conservation and Recreation (DCR) regarding the Community Flood Preparedness Fund (CFPF) and an additional appropriation in the amount of \$103,500.00 and establish a new line item within the fiscal year 2025/2026 budget.

_____ 000 _____

IN RE: CONSIDER APPROVING TO ISSUE A CHECK IN THE AMOUNT OF \$1 MILLION TO BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY FROM FY 2025/2026 BUDGET FOR FUNDING ALLOCATED 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, 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 to issue a check in the amount of \$1 million to Buchanan County Public Service Authority from FY 2025/2026 budget for funding allocated for the new building site.

_____ 000 _____

IN RE: CONSIDER RATIFYING THE RECISSION OF MOTION ON JUNE 2, 2025 TO APPROVE THE CONTRACT WITH KAIGAN LLC DBA PESTMASTER FOR PEST CONTROL SERVICES FOR BUCHANAN COUNTY AND RATIFY THE CANCELATION OF THE CONTRACT

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, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson, David Rose, Tim Hess and zero (0) nays, this board did hereby ratify the recission of motion on June 2, 2025 to approve the contract with Kaigan LLC dba Pestmaster for pest control services for Buchanan County and ratify the cancelation of the contract.

_____ 000 _____

IN RE: CONSIDER RATIFYING THE MODIFICATION OF THE EXISTING CONTRACT BETWEEN BUCHANAN COUNTY AND TWPC, LLC AND ADDENDUM #1 TO PROVIDE PEST CONTROL SERVICES FOR JULY THROUGH SEPTEMBER 2025 AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE ADDENDUM 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 the following roll call vote of seven (7) yeas, Trey Adkins, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson, David Rose, Tim Hess and zero (0) nays, this board did hereby ratify the attached modification of the existing contract between Buchanan County and TWPC, LLC and Addendum #1 to provide pest control services for July through September 2025 and authorized the chairman and county administrator to execute the addendum with approval as to form by the county attorney.

**ADDENDUM #1 TO AGREEMENT BETWEEN BUCHANAN COUNTY,
VIRGINIA AND TWPC, LLC, DATED AUGUST 1st, 2022**

Now come the parties, TWPC, LLC. and Buchanan County, Va., a political subdivision of the Commonwealth of Virginia, "County" and hereby agree to the following addition to the agreement dated August 1st, 2022 providing for pest control services as set forth in the contract, which is attached and made a part of this Addendum:

- 1) That the parties have agreed to modify the August 1st, 2022 agreement to provide a additional two months of pest control services on a monthly basis for the period of July 1st, 2025 through September 30th, 2025. A copy of the original contract dated August 1st 2022, which is attached and incorporated to this addendum by reference as exhibit "A".

EXECUTED IN DUPLICATE ORIGINALS:
IN WITNESS HEREOF:

TWPC, LLC.

BY: _____
Mikey Elswick, Owner

BUCHANAN COUNTY, VIRGINIA

BY: _____
Chairman
Buchanan County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

APPROVED TO AS TO FORM ONLY:

Lawrence L. Moise III, County Attorney

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**IN RE: CONSIDER RATIFYING THE RFP FOR NON-PROFESSIONAL
PEST CONTROL FOR GOODS AND SERVICES FOR
BUCHANAN COUNTY**

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, Trey Adkins, Jeff Cooper, Craig Stiltner, G. Roger Rife, Lee Dotson, David Rose, Tim Hess and zero (0) nays, this board did hereby ratify the RFP for non-professional pest control for goods and services for Buchanan County.

REQUEST FOR PROPOSALS FOR
PEST CONTROL SERVICES FOR
COUNTY BUILDINGS

I. PURPOSE:

The Buchanan County, Va. Board of Supervisors (herein after referred to as “County”) requires monthly pest control services for the county buildings so provide for the health and safety of patrons and employees located in owned and operated by Buchanan County located in Buchanan County, Virginia.

II. SCOPE OF SERVICES:

The successful firm or individual will provide pest control services to the County in the capacity of an independent contractor. County building’s may be added or deleted throughout the year.

The following buildings would require monthly pest control services:

- 3019 Slate Creek Road – Old 911 Bldg.
- Animal Shelter
- Old County Garage
- New County Garage
- Buchanan County Courthouse
- Council Park
- Council Senior Citizens
- Buchanan County Government Center
- Hurley Park/Trey Adkins Athletic Center
- Info Park V.E.C.
- Keen Mtn. Park
- Library
- Public Works Bldg.
- Rowe Senior Citizens
- Buchanan County Sheriff’s Office
- Whitewood Community/Senior Citizens
- Big Rock Park/Harman Park
- Big Rock Community Center
- Poplar Gap Athletic Park
- Poplar Gap Park Gym/Upper-Level
- Harman Food Pantry
- Poplar Creek Mini-Park
- Breaks Community Center
- Willowbrook Golf Course

III. PROPOSED SCHEDULE

August 15, 2025 at 3:00 PM	Deadline for Proposals
Week of August 18, 2025	Interviews of Offerors
Week of August 18, 2025	Interview Committee’s Rankings
Begin Week of August 25, 2025	Contract Negotiations
September 8, 2025	Board of Supervisors Award of Contract
October 1, 2025	Contract for Pest Control Services to Begin

IV. SELECTION CRITERIA AND PROCESS

This RFP does not commit the County to enter into an agreement or to pay any costs incurred in the preparation of a proposal or in any subsequent negotiations. Acceptance of a proposal by the County is not an order to proceed.

The County will utilize a selection committee to review all proposals for services, conduct any interviews, and obtain references as appropriate in evaluating qualifications of the responding firms.

1. Qualifications and experience of the firm/individual relative to this type of work;
2. Familiarity and understanding of the area and existing facilities for which pest control services shall be required;
3. Expertise of key personnel to be assigned;
4. Quality of performance in similar work; and
5. Ability to meet or exceed the pest control service expectations, particular in regard to health and safety of county employees and the public.
6. Price of pest control services being requested, including multiple pest control servicing for buildings requiring more than once per month servicing.
7. Availability of pest control service on an emergency basis.
8. The availability of repeat pest control service in the same month if needed (some buildings have in the past required more than one monthly pest control servicing).

In accordance with section 2.2-4302.2 (A)(3) of Chapter 43 of Title 2.2 of the code of Virginia, the committee shall select two or more offerors whose qualifications and proposed services are deemed most in line with the County's needs for pest control services, based on the factors involved in the Request for Proposals, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Buchanan County, Virginia Board of Supervisors shall select the offeror which, in its opinion, has made the proposal which provides the best value, and shall award the contract to that offeror. Should the Board of Supervisors determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The County may make such investigations, as it deems appropriate to determine the ability of the Firm or individual to perform the work. The Firm or individual should be prepared to furnish the County with all such information and data for this purpose as the County may request.

V. SUBMISSION AND DEADLINES

Fully responsive proposals will contain the following information:

1. The qualifications (licensure or certifications) and a brief history of your business, and the key personnel who will be involved with providing the pest control services.
2. An indication of your understanding of the nature of the pest control services to be provided and associated problems, work needed and the expertise required.
3. Brief description of past experience in providing pest control services.
4. Other localities for which you have provided pest control services and the name, address, and phone number of current contacts at those locations.

5. Your firm’s current workload and the impact that it would have on your ability to respond if you were selected for this work.
6. Ties and other work in Buchanan County, Virginia.
7. Why your firm wants to provide these services for County and why your firm would be best for this work.

You may also include other information that you believe would assist the County in determining the appropriateness of your firm for this work.

For consideration, **five (5) copies of the PROPOSALS** must be received not later than 3:00 P.M., August 15, 2025. The submittals are to be marked on the outside **“PEST CONTROL SERVICES PROJECT”**. All submissions, including mailed submissions must be received in the County Administrator’s Office by the deadline and addressed to:

Robert Craig Horn, County Administrator
 County Administrator’s Office
 Buchanan County Government Center, Third Floor
 4447 Slate Creek Road
 Buchanan County, Virginia
 P.O. Drawer 950
 Grundy, Virginia 24614
 276-935-6508

After the PROPOSALS are reviewed, the County will meet with the firm/individual or firms/individuals deemed best qualified for more detailed discussions of the project and their qualifications and proposals for pest control services.

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IN RE: CONSIDER APPROVING REQUEST FROM BECKY AND DYLAN ESTEP REGARDING THE DEADLINE FOR THE BUCHANAN COUNTY CONNECT APPLICATION

After a general discussion by the board upon motion of Lee Dotson seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, David Rose, Jeff Cooper, Tim Hess, Lee Dotson, G. Roger Rife, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve to extend the deadline for Dylan Estep regarding the Buchanan County Connect application through SWCC.

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IN RE: CONSIDER APPOINTMENT AND/OR REAPPOINTMENT TO THE BREAKS REGIONAL AIRPORT AUTHORITY BOARD OF DIRECTORS FOR A FOUR-YEAR TERM. (CURRENT: TODD ELSWICK)

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson and with a roll call vote of seven (7) yeas, David Rose, Jeff Cooper, Tim Hess, Lee Dotson, G. Roger Rife, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby reappoint Todd Elswick to the Breaks Regional Airport Authority for a four-year term ending June 2029.

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**IN RE: CONSIDER APPOINTMENT AND/OR REAPPOINTMENT TO
THE BUCHANAN COUNTY DEPARTMENT OF SOCIAL
SERVICES ADVISORY BOARD FOR THE KNOX DISTRICT FOR
A FOUR-YEAR TERM EFFECTED JULY 6TH, 2025 (CURRENT:
HASSEL BAILEY)**

This issue was tabled. No action taken.

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**IN RE: CONSIDER APPROVING APPOINTMENTS AND/OR
REAPPOINTMENTS TO THE CUMBERLAND PLATEAU
PLANNING DISTRICT BOARD OF DIRECTORS (CITIZENS
BOARD) FOR ONE YEAR JULY 1, 2025 THROUGH JUNE 30,
2026. (CURRENT: PHILIP COOK, WENDALL HARRIS, HARRY
PRESLEY, AND LANDON ALTIZER)**

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Jeff Cooper, Trey Adkins, Tim Hess, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby reappointment Philip Cook, Wendall Harris, Harry Presley, and Landon Altizer to the Cumberland Plateau Planning District Board of Directors (Citizens Board for one year July 1, 2025 through June 30, 2026.

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**IN RE: CONSIDER ADOPTING ADDENDUM #1 TO THE AGREEMENT
BETWEEN BUCHANAN COUNTY AND TECHNI-TURF DATED
AUGUST 7TH, 2023 IN REGARDS TO POPLAR GAP PARK
ATHLETIC FIELDS AND AUTHORIZE THE CHAIRMAN AND
COUNTY ADMINISTRATOR TO EXECUTE THE ADDENDUM
WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by David Rose seconded by Tim Hess and with a roll call vote of seven (7) yeas, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, Jeff Cooper, Trey Adkins and zero (0) nays, this board did hereby adopt Addendum #1 to the Agreement between Buchanan County and Techni-Turf dated August 7th, 2023 in regards to Poplar Gap Park Athletic Fields and authorized the chairman and county administrator to execute the addendum with approval as to form by the county attorney.

**ADDENDUM #1 TO AGREEMENT BETWEEN BUCHANAN COUNTY,
VIRGINIA AND TECHNI-TURF, LLC, DATED AUGUST 7th, 2023 IN REGARDS
TO POPLAR GAP PARK ATHLETIC FIELDS**

Now come the parties, Techni-Turf, LLC and Buchanan County, Va., a political subdivision of the Commonwealth of Virginia, “County” and hereby agree to continue business with Techni-Turf, LLC after the sale/purchase of the company on March 8th,

2025 to Wesley Street of 146 Ashton Circle, Bluefield, Virginia 24605, which Mr. Street has agreed to honor the contract dated August 7th, 2023 “AS IS” that was previously approved by Buchanan County Board of Supervisors.

Therefore, Techni-Turf, LLC and Buchanan County, Va., hereby agree to the following clarification of the agreement dated August 7th 2023 providing for turf maintenance services at the County’s Athletic Fields at Poplar Gap Park as set forth in the contract and the Invitation to Bid which is attached and made a part of this Addendum:

- 2) That the parties agreed to an initial one-year term contract (July 1st, 2023 through June 30th 2024) with the option for two one-year renewals (July 1st, 2024 through June 30th, 2025 and July 1st, 2025 through June 30th, 2026). The original contract is attached and made a part of this Addendum by reference as Exhibit “A”. The parties agree to exercise the last one-year renewal of July 1, 2025 through June 30, 2026 for turf maintenance services for the Poplar Gap Athletic Fields.

EXECUTED IN DUPLICATE ORIGINALS:
IN WITNESS HEREOF:

TECHNI-TURF, LLC
BY: _____
Wesley Street, President
of Techni-Turf, LLC.

BUCHANAN COUNTY, VIRGINIA

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

ATTEST:

Robert Craig Horn, County Administrator

APPROVED TO AS TO FORM ONLY:

Lawrence L. Moise III, County Attorney

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**IN RE: CONSIDER ADOPTING ADDENDUM #1 TO THE AGREEMENT
BETWEEN BUCHANAN COUNTY AND TECHNI-TURF DATED
JUNE 3RD, 2024 IN REGARDS TO WILLOWBROOK GOLF
COURSE AND AUTHORIZE THE CHAIRMAN AND COUNTY
ADMINISTRATOR TO EXECUTE THE ADDENDUM WITH
APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Tim Hess seconded by David Rose and with a roll call vote of seven (7) yeas, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, Jeff Cooper, Trey Adkins and zero (0) nays, this board did hereby adopt the following Addendum #1 to the Agreement between Buchanan County and Techni-Turf dated June 3rd, 2024 in regards to Willowbrook Golf Course and

Authorized the chairman and county administrator to execute the addendum with Approval as to form by the county attorney.

ADDENDUM #1 TO AGREEMENT BETWEEN BUCHANAN COUNTY, VIRGINIA AND TECHNI-TURF, LLC, DATED JUNE 3rd, 2024 IN REGARDS TO WILLOWBROOK GOLF COURSE

Now come the parties, Techni-Turf, LLC and Buchanan County, Va., a political subdivision of the Commonwealth of Virginia, “County” and hereby agree to continue business with Techni-Turf, LLC after the sale/purchase of the company on March 8th, 2025 to Wesley Street of 146 Ashton Circle, Bluefield, Virginia 24605, which Mr. Street has agreed to honor the contract dated June 3rd, 2024 “AS IS” that was previously approved by Buchanan County Board of Supervisors.

Therefore, Techni-Turf, LLC and Buchanan County, Va., hereby agree to the following clarification of the agreement dated June 3, 2024 providing for turf maintenance services as set forth in the contract and the Invitation to Bid which is attached and made a part of this Addendum:

1. That the parties agreed to an initial one-year term contract (July1, 2024 through June 30, 2025). The original contract provided for the negotiation of an annual renewal provision. This addendum provides the annual renewal provision as follows: (option for two one-year renewals (July 1st, 2025 through June 30th, 2026 and July 1st, 2026 through June 30th, 2027). The original contract is attached and made a part of this Addendum by reference as Exhibit “A”. The parties further agree to exercise the option for the one-year renewal for July 1st 2025 through June 30th, 2026. Also, the parties agree that unless one of the parties issues a written notice at least 30 days before June 30th, 2026, the last one-year renewal for July 1st, 2026 through July 30th, 2027 shall renew automatically.

EXECUTED IN DUPLICATE ORIGINALS:
IN WITNESS HEREOF:

TECHNI-TURF, LLC
BY: _____
Wesley Street, President
of Techni-Turf, LLC.

BUCHANAN COUNTY, VIRGINIA
BY: _____
Craig Stiltner, Chairman
Buchanan County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

APPROVED TO AS TO FORM ONLY:

Lawrence L. Moise III, County Attorney

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

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

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN PAUL ANTHONY
SKEENS 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 250000616 between Paul Anthony Skeens 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. 6949.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 4th day of August, 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

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**IN RE: CONSIDER APPROVING THE REQUEST FROM BUCHANAN
COUNTY HEAD START FOR THE SUBMISSION OF \$2,258,374.00
FOR THE FY 26 CONTINUATION/REFUNDING GRANT
APPLICATION FOR THE BUCHANAN COUNTY HEAD START**

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, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, Jeff Cooper, Trey Adkins and zero (0)

nays, this board did hereby approve the request from Buchanan County Head Start for the submission of \$2,258,374.00 for the FY 26 Continuation/Refunding Grant Application for the Buchanan County Head Start.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION
IN THE AMOUNT OF \$99,834.00 FOR FUNDING RECEIVED
FROM THE STATE OF VIRGINIA FIRE FUND TO BE DIVIDED
EQUALLY AMONG THE VOLUNTEER FIRE DEPARTMENTS
THAT ARE LOCATED IN BUCHANAN COUNTY WITH THE
EXCEPTION OF JEWELL RIDGE VOLUNTEER FIRE
DEPARTMENT**

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, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, Jeff Cooper, Trey Adkins and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$99,834.00 for funding received from the State of Virginia Fire Fund to be divided equally among the volunteer fire departments that are located in Buchanan County with the exception of Jewell Ridge Volunteer Fire Department.

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**IN RE: CONSIDER APPROVING A TRANSFER IN THE AMOUNT OF
\$7,344.68 FROM FUND 35 (ASSET FORFEITURE) TO FUND 1,
ACCOUNT NUMBER 31020-1150 (SALARY AND WAGES) AS
REIMBURSEMENT FOR OVERTIME HOURS PAID TO
INVESTIGATORS BILLY OWENS AND RAYMOND WEBB**

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, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, Jeff Cooper, Trey Adkins and zero (0) nays, this board did hereby approve a transfer in the amount of \$7,344.68 from Fund 35 (Asset Forfeiture) to Fund 1, account number 31020-1150 (salary and wages) as reimbursement for overtime hours paid to Investigators Billy Owens and Raymond Webb.

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**IN RE: CONSIDER ADOPTING THE SOLE SOURCE NOTICE AND
RESOLUTION REGARDING THE PURCHASE OF A POLICE
SERVICE CANINE THROUGH K9 WORKING DOGS
INTERNATIONAL, LLC IN THE AMOUNT OF \$19,486.21 FOR
THE BUCHANAN COUNTY SHERIFF’S OFFICE**

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, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, Jeff Cooper, Trey Adkins and zero (0) nays, this board did hereby adopt the following Sole Source Notice and Resolution regarding the purchase of a Police Service Canine through K9 Working Dogs International, LLC in the amount of \$19,486.21 for the Buchanan County Sheriff's Office.

NOTICE

RE: PENDING AWARD OF THE PURCHASE OF A POLICE SERVICE CANINE THROUGH K9 WORKING DOGS INTERNATIONAL, LLC WHO HAS BEEN DETERMINED TO BE SOLE SOURCE POSSIBLE FOR THE PURCHASE FOR THE BUCHANAN COUNTY SHERIFF'S OFFICE

PLEASE TAKE NOTICE:

- 1) It has been determined that K9 Working Dogs International, LLC is the only source possible for the purchase of a K9 along with training course with national certification for the Buchanan County Sheriff's Office in the amount of \$19,486.21, due to the award of the K9 LEAP Grant and Program in the amount of \$4,250.00 for the Police Service K9s and Official Specialized K9 Officer/Handler Training Courses, National Certification and Agency Support programs, which grant and the purchase of K9 are awarded and purchased cooperatively.
- 2) The Buchanan County, Va., Board of Supervisors will consider a Resolution to approve and award the purchase of a Police Service Canine through K9 Dogs International, LLC for the Buchanan County Sheriff's Department, at its August 4th, 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 4th day of August, 2025.

Robert Craig Horn, County Administrator
Buchanan County, Virginia

RESOLUTION

RE: AWARD OF THE PURCHASE OF A POLICE SERVICE CANINE THROUGH K9 WORKING DOGS INTERNATIONAL, LLC WHO HAS BEEN DETERMINED TO BE SOLE SOURCE POSSIBLE FOR THE PURCHASE FOR THE BUCHANAN COUNTY SHERIFF'S OFFICE

WHEREAS, after a thorough investigation, It has been determined that K9 Working Dogs International, LLC is the only source possible for the purchase of a K9 along with training course with national certification for the Buchanan County Sheriff's Office in the amount of \$19,486.21, due to the award of the K9 LEAP Grant and Program in the amount of \$4,250.00 for the Police Service K9s and Official Specialized K9

Officer/Handler Training Courses, National Certification and Agency Support programs, which the training program and the purchase of K9 are awarded and purchased cooperatively; and

WHEREAS, the K9 LEAP Grant and Program will provide the Buchanan County Sheriff’s Office with one pre-trained specialized police service K9 for the purposes of narcotics detection, interdiction and tracking, which will have a positive community and public relations impact on the citizens within Buchanan County and the surrounding areas; and

WHEREAS, in addition to the fully trained canine, K9 Working Dogs International, LLC will provide an Official Nationally Recognized K9 Handler/Officer Training Course (SCOTUS). Annual National Certification, K9 Equipment, complete 5-year K9 Health and performance Warranty and ongoing Agency Supervisor and K9 Handler Support in-service training necessary to ensure the continued success of the K9 unit; and

NOW, THEREFORE BE IT 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 award of the purchase of a police service canine was awarded this day to K9 Working Dogs International, LLC.

This Resolution was adopted on the 4th day of August, 2025.

Recorded Vote:	
Moved by: Jeff Cooper	Craig Stiltner, Chairman of the Buchanan
Seconded by: David Rose	County, Va. Board of Supervisors
Yeas: Seven	
Nays: Zero	ATTEST:

Robert Craig Horn, County Administrator

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IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS

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

- Additional appropriation in the amount of \$33.46 to the Circuit Court Clerk’s Office, account number 21060-3320;
- Additional appropriation in the amount of \$105.33 to the Circuit Court Clerk’s Office, account number 21060-3320;
- Additional appropriation in the amount of \$1,847.39 to Athletic Fields Supplies, account number 71040-5604-09;
- Additional appropriation in the amount of \$896.74 to Athletic Fields Supplies, account number 71040-5604-09;
- Additional appropriation in the amount of \$7,338.15 to William P. Harris Park (supplies) account number 71040-6022-02;

- Additional appropriation in the amount of \$5,591.04 to William P. Harris Park (supplies) account number 71040-6022-02;
- Additional appropriation in the amount of \$4,259.77 to William P. Harris Park (supplies) account number 71040-6022-02;
- Additional appropriation in the amount of \$5,796.86 to William P. Harris Park (supplies) account number 71040-6022-02;
- Additional appropriation in the amount of \$2,832.25 to William P. Harris Park (supplies) account number 71040-6022-02;
- Additional appropriation in the amount of \$5,496.18 to William P. Harris Park (supplies) account number 71040-6022-02;
- Additional appropriation in the amount of \$15,358.33 to Buchanan County Head Start account number 32070-3000.

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IN RE: CONSIDER APPROVING A SURPLUS SALE FOR VEHICLES AT THE BUCHANAN COUNTY GARAGE

After a general discussion by the board upon motion by Jeff Cooper seconded by G. Roger Rife 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 a surplus sale for the following vehicles at the Buchanan County Garage:

1. Mack 8-88 Fire Truck (Harman) VIN # 1M2H197C0KM0D1032
2. Pierce 3-1988 Fire Truck (Harman) Vin# 1P9CT01D7JAD40387
3. 2013 Ford Explorer (Sheriff’s Office) VIN# 1FM5K8B5DGA13417
4. 2012 Ford Explorer (Sheriff’s Office) VIN# 1FMEU7D88AUA90507
5. 2005 Chevrolet Tahoe VIN# 1GNEK13Z15J243406
6. 2007 GMC Sierra 2500 VIN# 1GTHK23D97F174759
7. Ford F-550 cab and chassis VIN#1FDAF56F16A48875
8. 2002 Chevy Silverado 2500 with tool bed VIN# 2GBHK24UD2E273410
9. 2002 Chevy Silverado 2500 2WD with tool bed VIN# 1GBGC24U52Z157881
10. 2006 Ford f350 (Sanitation) VIN#1FDWF37P56EC24191

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IN RE: CONSIDER APPROVING LOW BIDS FOR MOTOR OIL, SYNTHETIC OIL AND LUBRICANTS; HEATING OIL AND ON-ROAD DIESEL AND OFF-ROAD DIESEL FUEL

After a general discussion by the board upon motion by Jeff Cooper seconded Lee Dotson and 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 bids for the following:

- Motor Oil, Synthetic Oil and Lubricants;
- Heating Oil and On-Road Diesel and Off-Road Diesel Fuel

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**IN RE: CONSIDER APPROVING BIDS FOR JANITORIAL SUPPLIES
USED BY COUNTY DEPARTMENTS AND OFFICES.**

After a general discussion by the board upon motion by Jeff Cooper seconded by David Rose and with a roll call vote of seven (7) yeas, Jeff Cooper, Trey Adkins, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner and zero (0) nays, this board did hereby approve the bids for janitorial supplies used by county departments and offices with the exception of the following; styrofoam cups, 8 oz; styrofoam cups 12 oz.; styrofoam plates and any other styrofoam items.

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**IN RE: CONSIDER APPROVING BID FOR OFFICE AND DATA
SUPPLIES USED BY COUNTY DEPARTMENTS AND OFFICES.**

After a general discussion by the board upon motion by Jeff Cooper seconded Tim Hess and a roll call vote of seven (7) yeas, Jeff Cooper, Trey Adkins, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner and zero (0) nays, this board did hereby approve the bids for general office and data processing supplies used by county departments and offices.

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**IN RE: CONSIDER RATIFYING THE 2025-2026 RENEWAL PROPOSALS
FOR SELF-INSURANCE FOR PROPERTY, LIABILITY,
AUTOMOBILE AND WORKERS COMPENSATION COVERAGE
FOR BUCHANAN COUNTY FROM VIRGINIA ASSOCIATION
OF COUNTIES GROUP SEL-INSURANCE RISK POOL**

After a general discussion by the board upon motion by Jeff Cooper seconded Lee Dotson and a roll call vote of seven (7) yeas, Jeff Cooper, Trey Adkins, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner and zero (0) nays, this board did hereby approve the 2025-2026 Renewal Proposals for Self-Insurance for Property, Liability, Automobile and Workers Compensation Coverage for Buchanan County from Virginia Association of Counties Group Self Insurance Risk Pool.

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**IN RE: CONSIDER APPROVING THE LIST OF STUDENTS AS
RECIPIENTS OF THE BUCHANAN COUNTY BOARD OF
SUPERVISORS SCHOLARSHIP AWARD FOR 2025/2026
ACADEMIC YEAR AT APPALACHIAN COLLEGE OF
PHARMACY**

After a general discussion by the board upon motion of Jeff Cooper seconded by Lee Dotson and with a roll call vote of seven (7) yeas Jeff Cooper, Trey Adkins, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner and zero (0) nays, this board did hereby approve the following list of students as recipients of the Buchanan County Board of Supervisors Scholarship award for 2025/2026 academic year at Appalachian College of Pharmacy.

Third Year Students			
	Micah Blankenship	Hurley, Virginia	\$7,000.00
	Brady Justice	Hurley, Virginia	\$7,000.00
Second Year Students			
	Madison Deskins	Raven, Virginia (Buch. Co)	\$7,000.00
	Savannah Dillow	Grundy, Virginia	\$7,000.00
	Emily Justus	Hurley, Virginia	\$7,000.00
	Meranda Quinley	Oakwood, Virginia	\$7,000.00
	Ethan Snead	Rowe, Virginia	\$7,000.00
First Year Students			
	Hannah Baker	Grundy, Virginia	\$7,000.00
	Cheyenne Burress	Honaker, Virginia (Buch. Co)	\$7,000.00
	Christopher Mullins	Hurley, Virginia	\$7,000.00

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**IN RE: CONSIDER APPROVING TO SCHEDULE A PUBLIC HEARING
FOR MONDAY, SEPTEMBER 8TH, 2025 AT 6:30 P.M.
REGARDING THE PROPOSED ADOPTION OF AN ORDINANCE
ENTITLED: “AN ORDINANCE TO ESTABLISH PAYMENT OF A
ONE-TIME 1.5 PERCENT BONUS OF BASE SALARY ON JULY
1ST, 2025, FOR EMPLOYEES OF THE BUCHANAN COUNTY
DEPARTMENT OF SOCIAL SERVICES.”**

After a general discussion by the board upon motion of Tim Hess seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Jeff Cooper, Trey Adkins, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner and zero (0) nays, this board did hereby approve to schedule a public hearing for **Monday, September 8th, 2025** at 6:30 p.m. regarding the proposed adoption of an ordinance entitled: **“An Ordinance to Establish Payment of a One-Time 1.5 percent bonus of base salary on July 1st, 2025, for employees of the Buchanan County Department of Social Services.”**

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**IN RE: CONSIDER APPROVING BID AND CONTRACT
REGARDING THE INSTALLATION OF A NEW
PLUMBING SYSTEM FOR J.M. BEVINS COMMUNITY
CENTER AND AUTHORIZE THE CHAIRMAN AND
COUNTY ADMINISTRATOR TO EXECUTE THE
CONTRACT WITH APPROVAL AS TO FORM BY THE
COUNTY ATTORNEY**

After a general discussion by the board upon motion by David Rose seconded by Lee Dotson and with the following roll call vote of seven (7) yeas, Jeff Cooper, Trey Adkins, 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 \$211,615.00 and Contract regarding the installation of a new plumbing system for J.M. Bevins Community Center and authorized the chairman and county administrator to execute the contract with approval as to form by the county attorney.

CONTRACT

THIS AGREEMENT, made and entered into this the 4th day of August, 2025 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part, and **TORQUE ENTERPRISES, LLC**. Party of the second part, hereinafter referred to as **“Contractor”**.

WITNESSETH:

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

I

The Contractor agrees to provide a turn key job including all labor, materials, fixtures and equipment to fully install a new plumbing system to complete the installation of a new plumbing system for the J.M. Bevins Community Center, located at 8668 Slate Creek Road, Grundy, Virginia pursuant to the scope of work contained within **"THE INVITATION TO BID"** which said Invitation to Bid is made a part of this contract by reference as **Exhibit “A”**.

II

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

III

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

IV

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

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision and direction of Buchanan County or its designated agents or employees. The Contractor will not subcontract any of the work described herein without the prior written approval of the Buchanan County Board of Supervisors. The Contractor 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 **\$211,615.00** 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. 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 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. 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.

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

XII

The Contractor shall, at all times, keep all roads, in the construction area, open

and passable to normal traffic, considering short delays, which may be necessary in the performance of the work covered by the Agreement.

XIII

No extra work, not required by the plans and specifications hereinbefore mentioned, shall be performed or other material furnished unless on written order of the Board certifying that the performance of such extra work has been approved and authorized by it and such modification is in compliance with Va. Code section 2.2-4309.

XIV

No extra compensation not specified in this Agreement shall be demanded or received by the Contractor for any changes or alterations in the work performed under this Agreement, or for any extra work unless the foregoing provisions of this Agreement have been complied with strictly and modification of said contract is compliant with Va. Code section 2.2-4309.

XV

The Contractor shall commence work under the terms of this Agreement on or before _____ following the date of execution of this Agreement and shall complete all such work on or before sixty (60) business days (weather permitting) after the execution of this Agreement. However, in the event the contractor is unable to complete said project within ninety (90) business days, contractor is hereby required to request in writing an extension for an additional period not to exceed twenty (20) days, from the Board. It shall be in the sole discretion of the Board to either grant or not to grant an extension of the time to complete the construction of the project. No extension shall be granted for contractor's failing to properly plan or anticipate the actual time required to complete the project nor for contractor's overextension of labor and materials or failure of subcontractor or supplier to timely perform. Liquidated damages for failing to meet project deadlines or extensions thereof shall accrue as follows: 5% of contract amount upon the first day of default and an additional 1% of the contract balance for each weekday (holidays excluded) thereafter until the project is completed and approved by the Board.

XVI

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

The Contractor shall not assign his rights or obligations under this Agreement, nor have more than fifty percent (50%) of the work required by this Agreement performed by sub-contractors. **Any and all Subcontractors must be approved in advance by the**

Board of Supervisors or the County Administrator acting on behalf of the Board of Supervisors prior to the Board's next regular monthly meeting.

XVII

Claims by the Contractors shall be made in accordance with Section 11-69 of the 1950 Code of Virginia, as amended, and shall include a sworn written statement of facts substantiating such claims, together with copies of all documents and photographs which tend to substantiate such claims. The Contractor shall be allowed to appear before the Board of Supervisors within thirty (30) days after having filed such claim to present its argument in support of such claim. The Board of Supervisors shall rule on such claim in writing within sixty (60) days of the time set for such hearing.

XVIII

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

XIX

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

XX

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

XXI

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

XXII

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

foreign business entity.

XXIII

The Contractor shall provide the manufacture warranties for any and all fixtures, along with any other warranties required by law. The contractor shall provide a one-year warranty on all work provided upon completion of project.

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

By: _____
Craig Stiltner, Chairman

ATTEST:

Robert Craig Horn, County Administrator

CONTRACTOR: TORQUE ENTERPRISES, LLC.

By: _____

_____ 000 _____

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

After a general discussion by the board upon motion by David Rose seconded by Lee Dotson and with the following roll call vote of seven (7) yeas, Trey Adkins, Tim Hess, David Rose, G. Roger Rife, Jeff Cooper, Craig Stiltner, Lee Dotson and zero (0) nays, this board did hereby approve the bid in the amount of \$222,732.00 and Contract regarding the installation of a new plumbing system for Russell Prater Community Center and authorized the chairman and county administrator to execute the contract with approval as to form by the county attorney.

CONTRACT

THIS AGREEMENT, made and entered into this the 4th day of August 2025 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part, and **TORQUE ENTERPRISES, LLC** Party of the second part, hereinafter referred to as **“Contractor”**.

WITNESSETH:

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

I

The Contractor agrees to provide a turn key job including all labor, materials, fixtures and equipment to fully install a new plumbing system to complete the installation of a new plumbing system for the Russell Prater Community Center, located at 8433 Lovers Gap Road, Vansant, Virginia pursuant to the scope of work contained within **"THE INVITATION TO BID"** which said Invitation to Bid is made a part of this contract by reference as **Exhibit "A"**.

II

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

III

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

IV

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

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision and direction of Buchanan County or its designated agents or employees. The Contractor will not subcontract any of the work described herein without the prior written approval of the Buchanan County Board of Supervisors. The Contractor further agrees to notify the County Administrator at least 24 hours before commencing work hereunder.

A) Performance and Payment Bonds

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

performance of the Contract in strict conformity with the plans, specifications and the conditions of the Contract. Also, upon the signing of this Contract, the contractor shall furnish to the Buchanan County Board of Supervisor pursuant to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a PAYMENT BOND in the sum of the total awarded Contract amount conditioned upon the faithful performance of the Contract in strict conformity with the plans, specifications and the conditions of the Contract. The performance bond shall to insure completion of the complete job contemplated by this contract; and the payment bond shall be for the protection of claimants who have fulfilled their responsibilities of the contract to supply labor or materials to the prime contractor to whom the Contract was awarded, or to any subcontractors, in the prosecution of the work provided for in such Contract. Copies of proposed performance bond and payment bond forms are attached and incorporated into this contract as Exhibit's "B" and "C", respectively.

V

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

VI

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement the sum of \$222,732.00 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. 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 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. 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.

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

XII

The Contractor shall, at all times, keep all roads, in the construction area, open and passable to normal traffic, considering short delays, which may be necessary in the performance of the work covered by the Agreement.

XIII

No extra work, not required by the plans and specifications hereinbefore mentioned, shall be performed or other material furnished unless on written order of the Board certifying that the performance of such extra work has been approved and authorized by it and such modification is in compliance with Va. Code section 2.2-4309.

XIV

No extra compensation not specified in this Agreement shall be demanded or received by the Contractor for any changes or alterations in the work performed under this Agreement, or for any extra work unless the foregoing provisions of this Agreement have been complied with strictly and modification of said contract is compliant with Va. Code section 2.2-4309.

XV

The Contractor shall commence work under the terms of this Agreement on or before _____ following the date of execution of this Agreement and shall complete all such work on or before forty-five (45) business days (weather permitting) after the execution of this Agreement. However, in the event the contractor is unable to complete said project within ninety (90) business days, contractor is hereby required to request in writing an extension for an additional period not to exceed twenty (20) days, from the Board. It shall be in the sole discretion of the Board to either grant or not to grant an extension of the time to complete the construction of the project. No extension shall be granted for contractor's failing to properly plan or anticipate the actual time required to complete the project nor for contractor's overextension of labor and materials or failure of subcontractor or supplier to timely perform. Liquidated damages for failing to meet project deadlines or extensions thereof shall accrue as follows: 5% of contract amount upon the first day of default and an additional 1% of the contract balance for each weekday (holidays excluded) thereafter until the project is completed and approved by the Board.

XVI

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

The Contractor shall not assign his rights or obligations under this Agreement, nor have more than fifty percent (50%) of the work required by this Agreement performed by sub-contractors. **Any and all Subcontractors must be approved in advance by the Board of Supervisors or the County Administrator acting on behalf of the Board of Supervisors prior to the Board's next regular monthly meeting.**

XVII

Claims by the Contractors shall be made in accordance with Section 11-69 of the 1950 Code of Virginia, as amended, and shall include a sworn written statement of facts substantiating such claims, together with copies of all documents and photographs which tend to substantiate such claims. The Contractor shall be allowed to appear before the Board of Supervisors within thirty (30) days after having filed such claim to present its argument in support of such claim. The Board of Supervisors shall rule on such claim in writing within sixty (60) days of the time set for such hearing.

XVIII

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

XIX

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

XX

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

XXI

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

XXII

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

XXIII

The Contractor shall provide the manufacture warranties for any and all fixtures, along with any other warranties required by law. The contractor shall provide a one-year warranty on all work provided upon completion of project.

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

By: _____
Craig Stiltner, Chairman

ATTEST:

Robert Craig Horn, County Administrator

CONTRACTOR Torque Enterprises, LLC.

By: _____

_____ 000 _____

**IN RE: CONSIDER APPROVING THE AGREEMENT BETWEEN
 BUCHANAN COUNTY, VIRGINIA AND VISION GOVERNMENT
 SOLUTIONS, INC. REGARDING THE REASSESSMENT 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, David Rose, Lee Dotson, G. Roge Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby approve the Agreement between Buchanan County, Virginia and Vision Government Solutions, Inc. regarding the reassessment and authorized the chairman and county administrator to execute the agreement with approval as to form by the county attorney. A copy of this agreement is located in the Buchanan County Administrator's Office for review.

_____ 000 _____

IN RE: CONSIDER APPROVING THE DEED OF RIGHT-OF-WAY FROM THE BUCHANAN COUNTY SCHOOL BOARD TO BUCHANAN COUNTY REGARDING RUFFED GROUSE LANE, LOCATED IN THE PRATER MAGISTERIAL DISTRICT AFTER THE SCHOOL BOARD’S APPROVAL, WHICH IS ANTICIPATED ON AUGUST 12TH, 2025 AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE DEED WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by David Rose seconded by Tim Hess and with the following roll call vote of seven (7) yeas, Jeff Cooper, David Rose, Lee Dotson, G. Roge Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby approve the Deed of Right-of-Way from the Buchanan County School Board to Buchanan County regarding Ruffed Grouse Lane, located in the Prater Magisterial District after the school board’s approval, which is anticipated on August 12th, 2025 and authorized the chairman and county administrator to execute the deed with approval as to form by the county attorney.

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IN RE: CONSIDER SCHEDULING A PUBLIC HEARING FOR MONDAY, SEPTEMBER 8TH AT 6:15 P.M. TO HEAR PUBLIC COMMENTS REGARDING THE SALE OF COUNTY PARK PROPERTY LOCATED IN HOME CREEK AND BREAKS IN THE ROCKCLICK MAGISTERIAL DISTRICT BY PUBLIC AUCTION

At this time, Craig Stiltner, Chairman stated a public hearing is scheduled for Monday, September 8th at 6:15 p.m. to hear public comments regarding the sale of county park property located in Home Creek and Breaks in the Rocklick Magisterial District by public auction.

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IN RE: CONSIDER SCHEDULING A PUBLIC HEARING FOR MONDAY, SEPTEMBER 8TH AT 6:20 P.M. TO HEAR PUBLIC COMMENTS REGARDING A PROPOSED LEASE BETWEEN PAT SKEENS D/B/A JUST BREAKIN BREAD AND BUCHANAN COUNTY REGARDING A LEASE OF PROPERTY LOCATED NEAR POPLAR GAP RACEWAY

At this time, Craig Stiltner, Chairman stated a public hearing is scheduled for Monday, September 8th at 6:20 p.m. to hear public comments regarding a proposed lease between Pat Skeens d/b/a Just Breakin Bread and Buchanan County regarding a lease of property located near Poplar Gap Raceway.

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**IN RE: CONSIDER APPROVING TO ADVERTISE FOR TWO NEW 20-
TON GAS PACKAGE HEAT PUMP UNITS FOR HARMAN AND
BIG ROCK GYMNASIUMS**

This issue was tabled, no action taken.

----- 000 -----

**IN RE: CONSIDER REQUESTING ROCKCLICK FOOD PANTRY TO
TITLE ANY VEHICLES PURCHASED WITH GRANT FUNDING
INTO BUCHANAN COUNTY’S NAME**

This issue was tabled, no action taken.

----- 000 -----

**IN RE: CONSIDER FISCAL YEAR 2025/2026 BUCHANAN COUNTY
BUDGET**

Trey Adkins, Knox District Supervisor asked about relocating the creek behind the Hurley Park to help assist in preventing the flooding in that area.

After a general discussion by the board upon motion by Trey Adkins seconded by Jeff Cooper and with the following roll call vote of seven (7) yeas, Jeff Cooper, David Rose, Lee Dotson, G. Roge Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby approve to contact Terra Tech Engineering Services in regards to a project in rerouting the creek at the Verner Blankenship Park in the Knox Magisterial District.

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IN RE: CONSIDER ALL FLOOD RELATED ISSUES

No action taken.

----- 000 -----

**IN RE: CONSIDER APPROVING TO TRANSFER \$110,000.00 FROM
ACCOUNT NUMBER 01-93100-9221 (SCHOOL AWING HEMS)
TO KNOX DISTRICT PARK AND RECREATION ACCOUNT**

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, Jeff Cooper, David Rose, Lee Dotson, G. Roge Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby approve to transfer \$110,000.00 from account number 01-93100-9221 (school awing HEMS) to Knox District Park and Recreation account.

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**IN RE: CONSIDER APPROVING A CONSIDER RATIFYING
TEMPORARY PART-TIME WEED CUTTERS AND COUNCIL
POOL EMPLOYEES**

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

Jeffery Coleman	Athletic Field
Riley Dotson	Knox
Dalton Estep	Rocklick
Edwin Hurley	Knox
Jacob Hurley	Knox
Caden Justice	Knox
Aidan Meadows	N. Grundy
Jacob Bentley	
Caleb Hess	Council Pool
Lucas Hale	Council Pool
Velva Bostic	Council Pool
Justin Rasnake	Countil Park

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

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and a roll call vote of seven (7) yeas, Jeff Cooper, David Rose, Lee Dotson, G. Rofe Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby reappoint Kim Lane to the Buchanan County Planning Commission for the Rocklick Magisterial District for a four-year term ending September 2029.

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**IN RE: CONSIDER APPROVING THE EXEMPTION FOR ONE-YEAR
FROM JULY 1ST, 2025 ON THE BAN OF STYROFOAM
CONTAINERS AND TRAYS USED BY BUCHANAN COUNTY
PUBLIC SCHOOLS, DUE TO AN ECONOMIC HARDSHIP**

This issue was tabled, no action taken.

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**IN RE: CONSIDER APPROVE THE FY 2026/2027 COMMUNITY
SERVICE PERFORMANCE CONTRACT AMENDMENTS AS
SUBMITTED TO THE DEPARTMENT OF BEHAVIORAL
HEALTH AND DEVELOPMENT SERVICES FOR CUMBERLAND
MOUNTAIN COMMUNITY SERVICES**

After a general discussion by the board upon motion by Jeff Cooper seconded by G. Roger Rife with a roll call vote of seven (7) yeas, Jeff Cooper, David Rose, Lee Dotson, G. Roke Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby approve the FY 2026/2027 Community Service Performance Contract Amendments as submitted to the Department of Behavioral Health and Development Services for Cumberland Mountain Community Services. A copy of this contract is located in the Buchanan County Administrator’s Office for review.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION
IN THE AMOUNT OF \$13,500.00 TO BIG ROCK VOLUNTEER
FIRE DEPARTMENT FOR THE TECHNICAL AND RESCUE &
WATER RESCUE DIVISION**

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, David Rose, Lee Dotson, G. Roke Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby approve an additional appropriation and to issue a check in the amount of \$13,500.00 to Big Rock Volunteer Fire Department for the Technical and Rescue & Water Rescue Division.

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**IN RE: CONSIDER APPROVING A PUBLIC AUCTION AS THE
PROCEDURE FOR THE DISPOSITION OF COUNTY OWNED
PROPERTY CONVEYED AND FULLY RELEASED BY THE U.S.
ARMY CORP OF ENGINEERS TO BUCHANAN COUNTY,
VIRGINIA**

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, David Rose, Lee Dotson, G. Roke Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby approve a public auction as the procedure for the disposition of County owned property conveyed and fully released by the U.S. Army Corp of Engineers to Buchanan County, Virginia.

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**IN RE: CONSIDER ISSUING AN RFP FOR A CONTRACTOR TO
PROVIDE AUCTIONEER SERVICES TO SELL COUNTY
PROPERTY THAT HAS BEEN CONVEYED AND FULLY
RELEASED BY THE U.S. ARMY CORPS OF ENGINEERS TO
BUCHANAN COUNTY, VIRGINIA**

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, David Rose, Lee Dotson, G. Roge Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby approve to issue an RFP for a Contractor to provide auctioneer services to sell County property that has been conveyed and fully released by the U.S. Army Corps of Engineers to Buchanan County, Virginia.

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**IN RE: CONSIDER AUTHORIZING THE COUNTY ADMINISTRATOR
TO PROCURE A USED ROLLER AND A USED PAVER TO
FACILITATE THE COUNTY DOING ASPHALT WORK IN
HOUSE; ALONG WITH AUTHORIZATION FOR THE
CHAIRMAN AND COUNTY ADMINISTRATOR TO SIGN ANY
NECESSARY DOCUMENTS IN REGARD TO SAID
PROCUREMENT WITH THE APPROVAL TO FORM OF SAID
DOCUMENTS BY THE COUNTY ATTORNEY**

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, Jeff Cooper, David Rose, Lee Dotson, G. Roge Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby authorize the County Administrator to procure a used roller and a used paver to facilitate the County doing asphalt work in house; along with authorization for the Chairman and County Administrator to sign any necessary documents in regard to said procurement with the approval to form of said documents by the County Attorney.

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**IN RE: CONSIDER AUTHORIZING THE COUNTY ADMINISTRATOR
AND COUNTY ATTORNEY TO PURSUE THE ACQUISITION
FROM VDOT OF PROPERTY AT SOUTHERN GAP TO
PROVIDE A SPACE FOR A COMMUNITY GARDEN**

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

Attorney to pursue the acquisition of property from the Virginia Department of Transportation (VDOT) at Southern Gap to provide a space for a community garden.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION
IN THE AMOUNT OF \$150,000.00 TO FUND 2 REGARDING THE
FY 2026 NG911 FUNDING GRANT THROUGH 911 GRANT
PROGRAMS**

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, David Rose, Lee Dotson, G. Roge Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$150,000.00 to Fund 2 regarding the FY 2026 NG911 Funding Grant through 911 Grant Programs.

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**IN RE: CONSIDER APPROVING AN AUTHORIZING THE CLEAN-UP
OF THE OLD VENIA POST OFFICE ON ROUTE 620 GRISSOM
CREEK ROAD AS A PUBLIC NUISANCE STRUCTURE WHICH
HAS COLLAPSED AND FALLEN DOWN A HILL; SAID CLEAN-
UP PROCESS TO BE DONE ON AN EMERGENCY BASIS AS
SOON AS THE PROPERTY OWNERS EXECUTE A RIGHT OF
ENTRY DOCUMENT FOR THE COUNTY; SAID RIGHT OF
ENTRY DOCUMENT TO BE APPROVED AS TO FORM BY THE
COUNTY ATTORNEY**

After a general discussion by the board upon motion by Tim Hess seconded by David Rose and with the following roll call vote of seven (7) yeas, Jeff Cooper, David Rose, Lee Dotson, G. Roge Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby authorize the clean-up of the old Venia Post Office on route 620 Grissom Creek Road as a public nuisance structure which has collapsed and fallen down a hill; said clean-up process to be done on an emergency basis as soon as the property owners execute a right of entry document for the County; said right of entry document to be approved as to form by the County Attorney.

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RE: CONSIDER APPROVING AN ISSUING A CHECK IN THE AMOUNT OF \$3,660.00 TO OAKWOOD FIRE DEPARTMENT, INC. TO BE DIVIDED EQUALLY AMONG THE FOLLOWING (13) FIRE AND EMS DEPARTMENTS FOR REIMBURSEMENT FOR THE ANNUAL EDISPATCH INVOICE

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, David Rose, Lee Dotson, G. Roge Rife, Trey Adkins, Craig Stiltner, Tim Hess and zero (0) nays, this board did hereby approve to issue a check in the amount of \$3,660.00 to Oakwood Fire Department, Inc. to be divided equally among the following (13) fire and EMS departments for reimbursement for the annual edispatch invoice:

- Council Volunteer Fire Dept.
- Grundy Volunteer Fire Dept.
- Harman Volunteer Fire Dept.
- Knox Creek Volunteer Fire Dept.
- Prater Volunteer Fire Dept.
- Slate Creek Volunteer Fire Dept.
- Whitewood Volunteer Fire Dept.
- Breaks Volunteer Fire Dept.
- Oakwood Volunteer Fire Dept.
- Davenport Lifesaving Crew
- Oakwood Rescue
- Knox Rescue
- Prater Rescue

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

Grundy High School (Volleyball)	\$985.10
Prater Volunteer Fire & Rescue (fireworks)	\$3,000.00
Grundy High School (middle school football cheerleaders)	\$2,667.15
Clinch Independent Living Services, Inc.	\$4,000.00
Grundy High School (varsity cheerleaders)	\$3,065.00
Twin Valley High School (Fall and winter officials and equipment)	\$8,000.00
Grundy High School (Boys Basketball)	\$7,500.00
Twin Valley High School (2025 football & cheerleading)	\$8,000.00

IN RE: ADJOURNMENT

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, 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 Admin

MINUTES

A special called meeting of the Buchanan County Board of Supervisors was held on Tuesday the 26th day of August 2025 starting at 5:00 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
Jeff Cooper
Tim Hess
Lee Dotson
G. Roger Rife
David Rose
Trey Adkins

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

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

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**REQUEST FOR A SPECIAL MEETING
OF THE BUCHANAN COUNTY
BOARD OF SUPERVISORS**

Craig Stiltner, Chairman of the Buchanan County Board of Supervisors hereby requested pursuant to Section 15.2-1417 and 15.2-1418 of the Code of Virginia that a special meeting of the Buchanan County Board of Supervisors be held on the date, at the time, and place stated below and for the purpose stated herein, as amended.

DATE OF MEETING: TUESDAY, AUGUST 26th, 2025
TIME OF MEETING: 5:00 O’CLOCK P.M.
PLACE OF MEETING: 4447 SLATE CREEK ROAD, GRUNDY, VA

PURPOSE

1. Call to order. 5:00 p.m.
2. Prayer and Pledge of Allegiance.
3. Consider an additional appropriation to the Buchanan County PSA to assist with funding of the Leemaster Water Line Replacement Project and schedule any Public Hearing that might be necessary to facilitate making such additional appropriation.

4. Closed session Va. Code section 2.2-3711(a)(8) in regard to special called meeting agenda item #3, if necessary.
5. Adjournment.

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**IN RE: CONSIDER AN ADDITIONAL APPROPRIATION TO THE
BUCHANAN COUNTY PSA TO ASSIST WITH FUNDING OF THE
LEEMASTER WATER LINE REPLACEMENT PROJECT AND
SCHEDULE ANY PUBLIC HEARING THAT MIGHT BE
NECESSARY TO FACILITATE MAKING SUCH ADDITIONAL
APPROPRIATION**

Brad Vandyke, Director of the Buchanan County Public Service Authority (PSA) stated the PSA has been awarded a loan from the Virginia Department of Health from the Virginia Drinking Water State Revolving Fund. The funding will be used for the Leemaster Waterline Replacement /Water Meters Replacement Project. He stated the total funding package for the project is estimated to be \$4,663,551.00.

L. Lee Moise, County Attorney stated the funding package consists of \$2,333,235.00 as principal forgiveness and \$2,330,316.00 as a loan with the PSA's choice of terms – either 20 years or 30 years. The yearly loan amount for 20 years with an interest rate of 2.35% the annual payment would be \$147,373.00. The yearly loan amount for 30 years with an interest rate of 2.35% the annual payment would be \$109,122.00. The yearly loan amount for 20 years with an interest rate of 3.25% the annual payment would be \$160,277.00. The yearly loan amount for 30 years with an interest rate of 3.25% the annual payment would be \$122,765.00.

Trey Adkins, Knox District Supervisor and PSA board member stated if the bids for the project comes in lower the loan amount could change. This project needs to be done as soon as possible, he stated.

My district is being fully funded for safe drinking water, stated Mr. Adkins. The PSA just completed replacing the waterlines etc. on Dry Fork.

The board could put the additional funding in next years budget for the loan to allow the PSA to go ahead and accept the loan, stated Mr. Adkins. The additional funding be included in the budget over the next 20 to 30 years.

Robert C. Horn, County Administrator stated that's exactly what I think needs to be done.

Will this funding hurt the sewer treatment plant at Big Rock for the PSA, asked David Rose, Prater District Supervisor?

Mr. Horn, stated no.

I have no problem with the project, it's just the time frame, stated Craig Stiltner, Chairman.

Mr. Vandyke stated I've been informed that next year funding wouldn't be available for projects as these.

G. Roger Rife, South Grundy District supervisor stated we keep increasing the budget each year. How much money is the PSA going to need each year to operate? They'll need money for payroll, operational expense etc.

We are currently going through reassessment, is it going to increase real estate taxes or decrease real estate taxes, stated Mr. Rife. How much spending can we stand at this current tax rate. I'm very cautious on my spending at my house, stated Mr. Rife. If I can see a way to pay for it, I do it, but if I can't see a way to pay for it, I don't.

If we need to cut the budget, we need to do it, but not cut infrastructure, stated Mr. Adkins.

We need to do this, because the waterline line on Leemaster are 40 to 50 years old, stated Mr. Stiltner. Where will the replaced waterline run from and to?

Mr. Vandyke stated from the mouth of Leemaster to Joe Hollow Road.

How much are the water rates going to have to increase, asked Mr. Rife? Residents are already having to pick which to pay, between purchasing food or their power bill.

Mr. Stiltner stated I have residents in my district that wants public sewer.

It's easier to get grants for public water than sewer, stated Mr. Adkins.

Mr. Rife asked how many employees does the PSA have now?

Bill Stokes, PSA Board Member stated 48 employees.

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson and with the following roll call vote of four (4) yeas, Trey Adkins, G. Roger Rife, Craig Stiltner, Lee Dotson, zero (0) nays, one (1) absent and two (2) abstention, David Rose and Tim Hess, this board did hereby approve to commit to additional funding up to \$160,277.00 annually beginning in fiscal year 2026/2027 for the loan from the Virginia Department of Health in amount of \$2,330,316.00 for the next twenty to thirty years for the Buchanan County Public Service Authority (PSA), which will be earmarked for the Leemaster Water Line Replacement Project.

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**IN RE: CLOSED SESSION VA. CODE SECTION 2.2-3711(A)(8) IN
REGARD TO SPECIAL CALLED MEETING AGENDA ITEM #3,
IF NECESSARY**

This issue was tabled, no action taken.

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IN RE: ADJOURNMENT

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

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

Robert Craig Horn, County Administrator

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