

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on the 1st day of December 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 Lee Dotson seconded Tim Hess and 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 hereby adopt the following Resolution amending the Agenda for the Board of Supervisors meeting on December 1st, 2025.

RESOLUTION

IN RE: AMENDING AGENDA FOR BOARD OF SUPERVISORS MEETING ON DECEMBER 1st, 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 December 1st, 2025 to add the following items to the Agenda for the Board's consideration:

- 1) Consider approving the renewal with Everbridge regarding the Emergency Notifications System Software/Alerts for Buchanan County with the approval as to form by the county attorney.
- 2) Consider approving to issue a check in the amount of \$103,992.13 to Buchanan

County Public Schools regarding the request for reimbursement No. 02 of the Southern Gap High School Ruffed Grouse Lane Extension Project from account 41080-7010-00.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of December, 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 G. Roger Rife seconded by Lee Dotson and with the following roll call vote of seven (7) yeas, Jeff Cooper, Craig Stiltner, Trey Adkins, Tim Hess, David Rose, Lee Dotson, G. Roger Rife and zero (0) nays, this did hereby approve the following consent agenda:

- a. Consider approving minutes for November 3rd, 2025;
- b. Consider ratifying payroll after review;
- c. Consider 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. Consider approving the following coyote claims in the amount of \$100.00 per claim and to issue a check.

Morgan Owens	Two Claims
Melissa Trent	Two Claims
Jacob Grizzle	One Claim
Adam Quinley	One Claim
Danny Horton	One Claim
Steve Keen	One Claim
Tony Layne	One Claim
Brenda Blankenship	One Claim
Lawrence Cordill	One Claim
Nicholas Travis	One Claim

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**IN RE: MARCUS STILTNER, COAL ROAD ENGINEER - CONSIDER
APPROVING VENDOR SERVICE AGREEMENTS FOR SNOW
REMOVAL**

Marcus Stiltner, Coal Road Engineer stated there has been eight Vendor Service Agreements for Snow Removal turned in to the county. All of the vehicles for these vendors have been inspected by the county garage and their paperwork filled out, he stated. There are two or three more vendors that hasn't turned in their paperwork or been inspected as of today.

After a general discussion by the board upon motion Jeff Cooper seconded David Rose and a 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 Vendor Service Agreements for Snow Removal and the other VSA's once they go through the required process to be a vendor for snow removal:

VENDOR NAME	VENDOR ADDRESS	VENDOR CONTACT #	# TRUCKS	RATE / HR	YEAR	MAKE
VERDIE BLANKENSHIP	8339 LOVERS GAP ROAD	276-597-7080	1	\$ 95.00	1989	CHEVY
B&B PLOWING, LLC	1817 BOYD RIDGE ROAD	276-298-7695	4	\$ 120.00	2006	FORD
				\$ 100.00	1998	DODGE
				\$ 110.00	2010	CHEVY
				\$ 115.00	1999	FORD
THE BARKER COMPANY, LLC	1167 MARIGOLD ROAD	276-220-1716	1	\$ 105.00	2004	CHEVY
BOBS BODY SHOP	PO BOX 172	276-530-9807	4	\$ 115.00	2004	FORD
				\$ 115.00	2004	FORD
				\$ 115.00	2005	FORD
				\$ 120.00	1999	FORD
GRUNDY AUTO SALES	20019 RIVERSIDE DR PO BOX 5	276-971-9003	3	\$ 115.00	2006	CHEVY
				\$ 115.00	2004	CHEVY
				\$ 115.00	2004	CHEVY
RURAL SATELLITE SERVICES	1034 POPEYE ROAD	276-220-9297	1	\$ 110.00	2004	CHEVY
CLINE CONSTRUCTION	1021 RIVER BOTTOM DRIVE	276-619-1440	1	\$ 115.00	2008	FORD
JACKSONS EQUIPMENT REPAIR	1366 LITTLE PRATER ROAD	276-698-7858	1	\$ 120.00	2022	CHEVY

**IN RE: CONSIDER APPROVING THE CONTRACT BY AND BETWEEN
BUCHANAN COUNTY AND HIGH HOPES AUCTION &
APPRAISALS TO PROVIDE AUCTIONEER SERVICES TO SELL
COUNTY’S SURPLUS REAL PROPERTIES FROM THE U.S.
ARMY CORP OF ENGINEERS 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 Jeff Cooper seconded Tim Hess and a 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 Contract by and between Buchanan County and High Hopes Auction & Appraisals to provide auctioneer services to sell county’s surplus real properties from the U.S. Army Corp of Engineers 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 1st day of December, 2025 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part (sometimes hereinafter referred to as “County”, and **HIGH HOPES AUCTION & APPRAISALS**, 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 auctioneer services to sell the County’s surplus real properties pursuant to the scope of services contained within the terms of this contract and Contractor’s Proposal to the RFP issued by the County, which said RFP and Contractor’s Proposal are made a part of this contract by reference, as **Exhibits “A” and “B”, respectively**, copies of which are attached hereto. The term of this contract is for one year with three additional annual renewals upon the mutual agreement of both parties herein. Additionally, the following contractor exhibits are incorporated by reference into this contract:

Exhibit “C”: “Terms & Conditions” – “Auctioneer’s Authority on Bidding, Procedures and Bidding”; and

Exhibit “D”: “Exclusive Right to Sell Listing Agreement for Sale of Real Estate at Public Auction”; and

Exhibit “E”: Real Estate Contract of Purchase.

If there is any conflict with any of the contractors exhibits (Exhibits C, D and E) to this contract and the language of the contract, the language of this contract shall control.

II

The Contractor agrees to provide auctioneer services for the sale of the County’s surplus real property, including that surplus real property that has been conveyed and fully released by the U.S. Army Corps of Engineers to Buchanan County, Virginia accordance with the techniques and methods of provided for by applicable law, the standards of the auction industry, and the specifications referenced above.

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 liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate of Insurance to the Board.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner. 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 understands that the County Administrator will provide the Contractor with the surplus real properties to be sold at auction and set the reserve price for each property to be sold at auction. The Contractor will auction the property pursuant to the procedure and terms set forth in section 1 (Executive Summary); section 2 (Statement of Work); section 5 (Contractual Requirements) of the Contractor’s Proposal to the RFP, more specifically Exhibit “B” to this contract. The summary of those terms are as follows:

- 1) The contractor is solely responsible for all costs of the auctions; and
- 2) The County will be charged no fees for property that brings the reserve price or greater and is sold at the auction, with the understanding the contractor will charge a 10% buyer’s premium paid by the buyer to the contractor. (Example: A property is successfully sold at auction for \$5,000.00, the buyer will pay a 10% buyer’s premium of \$500 for total proceeds of \$5,500 from the buyer with the

County receiving \$5,000.00 and the contractor receiving the buyer's 10% premium of \$500.00.)

- 3) If a property being auctioned does not bring at least the reserve price and thus does not sell, then the County shall owe the contractor a fee of \$250 for each property that does not sell at auction.

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 auctioneer services by paying the Contractor pursuant to the terms set forth in paragraph IV of this contract.

VII

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

VIII

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.

IX

No extra work, not authorized by the County Administrator or on written order of the Board certifying that the performance of such extra work has been approved and authorized by it and there has been compliance with Virginia Code section 2.2-4309 (modification of contract).

X

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.

XI

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.

XII

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.

XIII

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 auctioneer services completed by the Contractor pursuant to this Contract as of the time of the cancellation.

XIV

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.

XV

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.

XVI

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

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

By: _____
Craig Stiltner, Chairman

ATTEST:

Robert Craig Horn, County Administrator

Contractor: HIGH HOPES AUCTION & APPRAISALS

By: Jeffrey B. Mullins
President of High Hopes Auction & Appraisals

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IN RE: PUBLIC COMMENTS

There were no public comments.

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IN RE: CONSIDER APPROVING THE INTERAGENCY AGREEMENT BY AND BETWEEN THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND THE BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY REGARDING THE BIG ROCK/CONAWAY WASTEWATER TREATMENT PLANT REPLACEMENT PROJECT

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson and with a roll call vote of five (5) yeas, Jeff Cooper, Lee Dotson, Craig Stiltner, G. Roger Rife, Trey Adkins, zero (0) nays and two (2) abstained, David Rose and Tim Hess, this board did hereby approve the following Interagency Agreement by and between the Buchanan County Board of Supervisors and the Buchanan County Public Service Authority regarding the Big Rock/Conaway Wastewater Treatment Plant Replacement Project.

INTERAGENCY AGREEMENT

**Wastewater Sewer Plant Replacement Project
CDBG CIG #24-08 / ARC #24-01A**

This Agreement entered into this 1st day of December, 2025, by and between the Board of Supervisors of Buchanan County, Virginia, (hereinafter referred to as Buchanan County), and the Buchanan County Public Service Authority (hereinafter referred to as PSA):

WITNESSETH

WHEREAS, Buchanan County has been approved by the Virginia Department of Housing and Community Development (VDHCD) to receive a Community Development Block Grant (CDBG) in the amount of \$1,000,000 and an Appalachian Regional Commission (ARC) grant in the amount of \$1,000,000 in accordance with the grant applications submitted by Buchanan County in order to replace the Big Rock/Conaway Wastewater Treatment Plant located in Buchanan County, Virginia (hereinafter referred to as the Wastewater Treatment Plant Replacement Project); and

WHEREAS, under the regulations of the VDHCD, the County is the only legal entity that is permitted to enter into a contract for the receipt of the grant funds in order to implement the Block 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 carry out, implement, and administer the project 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 Wastewater Treatment Plant Replacement Project in Buchanan County, Virginia; and

WHEREAS, the PSA by majority vote has formally agreed to accept the grant funds from the county and to complete the Wastewater Treatment Plant Replacement Project in accordance with all approved grant applications as outlined under Section 18;

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

1. Buchanan County agrees to accept \$1,000,000 Community Development Block Grant funds from VDHCD and \$500,000 Appalachian Regional Commission funds.
2. Buchanan County agrees to enter into the necessary Agreement with the funding agencies and to make all of the assurances required in the contract documents that are incorporated as part of the Agreement that the County must sign in order to implement the Community Development Block Grant funds and receive the grant funds.
3. PSA hereby formally agrees that it will fully and responsibly perform all the terms, conditions, assurances and requirements which Buchanan County makes to the VDHCD in the Agreement Buchanan County is required to sign in order to receive the grant for the Wastewater Sewer Plant Replacement Project.
4. PSA specifically agrees to commence, carry out and properly complete all of the work required in accordance with the applications by Buchanan County in connection with the Wastewater Sewer Plant Replacement Project, together with the other contract documents as hereafter specified.
5. Buchanan County agrees to make remittances in accordance with the VDHCD regulations not to exceed the amount of the approved grants,

based upon supported statements and reports submitted to Buchanan County by the PSA in accordance with policies and procedures established by Buchanan County.

6. PSA agrees to submit accurate and complete progress and financial reports to Buchanan County for review with each request for a remittance on grant funds by Buchanan County. No request for a remittance on grant funds will be made by Buchanan County unless complete and accurate progress and financial reports satisfactory to Buchanan County, indicating the nature of the work or activity covered by the request, have been submitted by the PSA, certified as being true and accurate by the official representative of the PSA. Buchanan County agrees to appropriate funds to the PSA not to exceed the amount of the Community Development Block Grant and the Appalachian Regional Commission Grant. Such appropriations shall only be made after receipt of grant funds by Buchanan County pursuant to properly supported remittance requests submitted by PSA through Buchanan County to the Virginia Department of Housing and Community Development. All appropriations are subject to and conditioned upon the budget appropriation process.
7. PSA, agrees to obtain and provide the necessary matching share funds required to complete the Replacement Project being the difference of the Replacement Project costs and the total of the County's ARC grant, the Block grant, any other grant funds received for the project, and other funds obtained by the PSA, including but not limited to the loan proceeds from the Virginia Department of Environmental Quality (DEQ).
8. PSA shall initiate the activities required by the contract documents beginning as soon as the Community Development Block Grant and Appalachian Regional Commission contracts are executed.
9. PSA shall complete the work as described in the contract documents in compliance with the implementation schedule submitted to VDHCD.
10. As used in the Agreement, the term "contract documents" means the following documents which are hereby made a part of this Agreement, and are incorporated by reference herein as if set out in full:
 - A. The Community Development Block Grant and Appalachian Regional Commission funding applications for the Wastewater Treatment Plant Replacement Project, including any and all revisions.

- B. This Agreement and the Agreement entered into by and between Buchanan County and VDHCD pertaining to the Wastewater Treatment Plant Replacement Project.
 - C. Amendments to this Agreement and amendments to the Agreement entered into by and between Buchanan County, VDHCD, and ARC pertaining to the Wastewater Treatment Plant Replacement Project.
11. PSA hereby agrees to carry out all of the terms of the Agreement entered into by and between Buchanan 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.
 12. PSA hereby agrees to properly administer the Community Development Block Grant and Appalachian Regional Commission Grant through the VDHCD for the Wastewater Sewer Plant Replacement Project in accordance with all applicable federal, state and county laws. PSA also agrees to comply with any and all regulations, requirements and restrictions of the Virginia Department of Housing and Community Development in the administration of the Community Development Block Grant and Appalachian Regional Commission Grant and in the construction phase of the Wastewater Sewer Plant Replacement 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 the project by any applicable regulation or agreement will be prepared and maintained by the PSA. The PSA shall be responsible for all fiscal accounting responsibility in connection with the disbursement of funds under all of the Community Development Block Grant and Appalachian Regional Commission Grant, together with the preparation and filing of any and all reports necessary for processing and implementation of the Community Development Block Grant and Appalachian Regional Commission Grant and for the obtaining of the remittance of funds for the Wastewater Sewer Plant Replacement Project. Buchanan County agrees to receive and review progress and financial reports before requesting a remittance of Community Development Block Grant and Appalachian Regional Commission funds, as described heretofore in Paragraph 6 of this Agreement.

13. The PSA agrees to ensure that all construction work performed in connection with the Wastewater Sewer Plant Replacement Project complies with all applicable laws as outlined in the 2017 Grant CDBG Management Manual and is accomplished in a professional and workmanlike manner. It is hereby agreed by and between the parties that the PSA will be responsible for ensuring that all work performed on the Wastewater Sewer Plant Replacement Project is in compliance with the terms of the VDHCD grant and any and all specifications of these funding agencies.
14. PSA hereby agrees that it will perform all of the functions Buchanan County has agreed to in the contract documents concerning the Community Development Block Grant and Appalachian Regional Commission Grant for the Wastewater Sewer Plant Replacement Project as if the PSA were the contracting party entering into the Agreement with the VCDBG for the grant funds for the Wastewater Sewer Plant Replacement Project.
15. The parties agree that PSA is fully responsible for all purchasing, bidding and contracting (volunteer or otherwise) in connection with the Wastewater Sewer Plant Replacement Project, and is responsible for complying with all applicable Federal, State, and County procurement laws and bidding procedures as outlined in the 2017 DCHD Grant Management Manual.
16. PSA agrees to save and hold harmless Buchanan County, the Board of Supervisors of Buchanan County, and its officers, agents, and employees from any all liability, claims, suits, judgments, and recoveries of whatsoever nature which may arise in connection with the administration of the grants for the Wastewater Sewer Plant Replacement Project and the construction work performed on the project.
17. In executing this Agreement, it is the intention of the parties that the PSA shall implement and administer all of the monies approved for the Wastewater Sewer Plant Replacement Project on behalf of Buchanan County, and be fully responsible for procuring and performance of all the engineering, construction, administration and related work on the Wastewater Sewer Plant Replacement Project in strict accordance with the plans, specifications, engineering studies of the grant application and all other contract documents as heretofore specified. PSA shall bear the full

responsibility for auditing its records of expenditures and disbursement of all funds in connection with the Wastewater Sewer Plant Replacement Project. Buchanan County is responsible for the audit of its financial records relating to the receipt and disbursement of the grant and other funds.

18. The parties agree that the Board of Supervisors of Buchanan County, its agents, officers, and employees shall not be liable for PSA's default, negligence, neglect, malfeasance, misfeasance, 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 Community Development Block Grant and Appalachian Regional Commission Grant or the contract documents heretofore enumerated in connection with the Wastewater Sewer Plant Replacement Project.
19. Furthermore, upon completion of said construction, the PSA will assume ownership and responsibility of the system and agrees to operate and maintain the water facilities completed under this grant as a part of its regular operations.
20. This Agreement may be amended from time to time only by written authorization of both parties, executed with the same formality as this Agreement.
21. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia.

In witness whereof, the parties have here unto set their signatures and seals this 1st day of December, 2025

COUNTY ADMINISTRATOR
BUCHANAN COUNTY, VIRGINIA
BY

Craig Horn, County Administrator

BUCHANAN COUNTY PUBLIC SERVICE
AUTHORITY

BY

Tim Hess, Acting Executive Director

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IN RE: CONSIDER APPOINTMENT AND/OR REAPPOINTMENT TO THE BUCHANAN GENERAL HOSPITAL BOARD OF DIRECTORS FOR THE HURRICANE MAGISTERIAL DISTRICT FOR A FIVE-YEAR TERM ENDING FEBRUARY 21, 2031. (CURRENT: HAROLD MUSICK)

After a general discussion by the board upon motion by Tim Hess seconded by Jeff Cooper and with the following roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, Craig Stiltner, G. Roger Rife, Trey Adkins, Tim Hess, David Rose and zero (0) nays, this board did hereby reappoint Harold Musick to the Buchanan General Hospital Board of Directors for the Hurricane Magisterial District with his terms to expire on February 24th, 2031.

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IN RE: CONSIDER APPOINTMENT AND/OR REAPPOINTMENT TO THE BUCHANAN GENERAL HOSPITAL BOARD OF DIRECTORS FOR THE GARDEN MAGISTERIAL DISTRICT FOR A FIVE-YEAR TERM ENDING FEBRUARY 21, 2031

This issue was tabled, no action taken.

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IN RE: CONSIDER APPOINTMENTS AND/OR REAPPOINTMENTS TO THE BUCHANAN COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES FOR A FOUR-YEAR TERM. (CURRENT: MAE BROYLES, PHILLIP JUSTICE, RACHEL RIGGSBY AND NEW APPOINTMENT: BRENDA WARD)

This issue was tabled, no action taken.

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

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, Craig Stiltner, G. Roger Rife, Trey Adkins, Tim Hess, David Rose and zero (0) nays, this board did hereby adopt the following Resolutions for the ratification of the Acceptance of the following Deeds for the acquisition of property as part of the U.S. Army Corps of Engineers Non-Structural Project:

- Acceptance of Deed by and between James E. Silcox aka James Eddie Silcox (Grantor) and Buchanan County, Virginia (Grantee); and

- Acceptance of Deed by and between Linda Sue Cook Long and Terry Long, Husband and Wife (Grantors) and Buchanan County, Virginia (Grantee); and
- Acceptance of Deed by and between Randall W. Gilbert (Grantors) and Buchanan County, Virginia (Grantee); and
- Acceptance of Deed by and between Audrey Rowe (Grantors) and Buchanan County, Virginia (Grantee).

RESOLUTION

IN RE: ACCEPTANCE OF DEED BY AND BETWEEN JAMES E. SILCOX AKA JAMES EDDIE SILCOX, SINGLE TO BUCHANAN COUNTY, VIRGINIA

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk’s Office, Instrument Number 250001117 between James E. Silcox aka James Eddie Silcox, Single and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 3110.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of December, 2025 by a roll call vote of seven for and zero against.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

IN RE: ACCEPTANCE OF DEED BY AND BETWEEN LINDA SUE COOK LONG AND TERRY LONG, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk’s Office, Instrument Number 250001198 between Linda Sue Cook Long and Terry Long, Husband and Wife and Buchanan County, Virginia. This deed is a General Warranty Deed with the U.S. Army Corps of Engineers. Levisa Fork River Valley, Buchanan County Non-Structural Project Tract NO. 3417.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of December, 2025 by a roll call vote of seven for and zero against.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN RANDALL W.
GILBERT TO
BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 250000779 between Randall W. Gilbert 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. 7404

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of December, 2025 by a roll call vote of seven for and zero against.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY AND BETWEEN AUDREY ROWE TO
BUCHANAN COUNTY, VIRGINIA**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed recorded in the Buchanan County Circuit Court Clerk's Office, Instrument Number 250001037 between Audrey Rowe 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. 8106.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of December, 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 ADDITIONAL APPROPRIATIONS

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

- Additional appropriation in the amount of \$57.62 to the Circuit Court, account number 21060-3320 (maintenance and copier supplies);
- Additional appropriation in the amount of \$7,829.00 to Rocklick District Park and Recreation 71040-5604-06.

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IN RE: CONSIDER APPROVING TO ISSUE A CHECK IN THE AMOUNT OF \$879,817.68 TO BUCHANAN COUNTY IDA REGARDING THE CORONADO MASTER INCENTIVE AGREEMENT

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, Craig Stiltner, G. Roger Rife, Trey Adkins, Tim Hess, David Rose and zero (0) nays, this board did hereby approve to issue a check in the amount of \$879,817.68 to Buchanan County IDA regarding the Coronado Master Incentive Agreement.

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IN RE: CONSIDER APPROVING A LETTER OF COMMITMENT TO SOUTHWEST VIRGINIA WORKFORCE DEVELOPMENT IN THE AMOUNT OF \$25,000 FOR THE REENGAGEMENT OPPORTUNITIES & PATHWAYS TO EMPLOYMENT SUCCESS PROGRAM (ROPES) AN EMPLOYMENT PROGRAM DESIGNED FOR INDIVIDUALS THAT ARE IN SUBSTANCE-USE RECOVERY AND HAVE BARRIERS TO ENTERING THE WORKFORCE

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

did hereby approve a commitment to Southwest Virginia Workforce Development in the amount of \$25,000 for the Reengagement Opportunities & Pathways to Employment Success Program (ROPES) an employment program designed for individuals that are in substance-use recovery and have barriers to entering the workforce.

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IN RE: CONSIDER APPROVING THE RENEWAL WITH EVERBRIDGE REGARDING THE EMERGENCY NOTIFICATIONS SYSTEM SOFTWARE/ALERTS FOR BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, Craig Stiltner, G. Roger Rife, Trey Adkins, Tim Hess, David Rose and zero (0) nays, this board did hereby approve the renewal with Everbridge regarding the Emergency Notifications System Software/Alerts for Buchanan County with the approval as to form by the county attorney.

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IN RE: CONSIDER APPROVING TO ISSUE A CHECK IN THE AMOUNT OF \$103,992.13 TO BUCHANAN COUNTY PUBLIC SCHOOLS REGARDING THE REQUEST FOR REIMBURSEMENT NO. 02 OF THE SOUTHERN GAP HIGH SCHOOL RUFFED GROUSE LANE EXTENSION PROJECT FROM ACCOUNT 41080-7010-00

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, Jeff Cooper, Lee Dotson, Craig Stiltner, G. Roger Rife, Tim Hess, David Rose and one (1) nay, Trey Adkins, this board did hereby approve to issue a check in the amount of \$103,992.13 to Buchanan County Public Schools regarding the request for reimbursement No. 02 of the Southern Gap High School Ruffed Grouse Lane Extension Project from account 41080-7010-00.

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IN RE: PUBLIC HEARING – 6:15 A.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED NAMING OF A PORTION OF RUFFED GROUSE LANE AT THE INTERSECTION OF SOUTHERN GAP ROAD, ROUTE 1015 APPROXIMATELY 1.04 MILES TO EAGLE DRIVE, WHICH WILL END RIGHT PASS THE ROUNDABOUT PAST THE NEW SOUTHERN GAP HIGH SCHOOL

Craig Stiltner, Chairman opened the public hearing for comments.

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

G. Roger Rife, David Rose, Lee Dotson, Craig Stiltner and zero (0) nays, the board approved to close the public hearing.

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IN RE: CONSIDER APPROVING TO NAME THE PORTION OF RUFFED GROUSE LANE AT THE INTERSECTION OF SOUTHERN GAP ROAD, ROUTE 1015 APPROXIMATELY 1.04 MILES TO EAGLE DRIVE, WHICH WILL END RIGHT PASS THE ROUNDABOUT PAST THE NEW SOUTHERN GAP HIGH SCHOOL. RUFFED GROUSE LANE WOULD START AT THE END OF THE ROUNDABOUT AND PROCEED TO THE INTERSECTION WITH HORNED LARK ROAD AND CONTINUE ON FROM THAT INTERSECTION

After a general discussion by the board upon motion by David Rose seconded by Jeff Cooper and with the following roll call vote of seven (7) yeas, Jeff Cooper, Tim Hess, Trey Adkins, G. Roger Rife, David Rose, Lee Dotson, Craig Stiltner and zero (0) nays, this board did hereby approve to change a portion of Ruffed Grouse Lane at the intersection of Southern Gap Road, route 1015 approximately 1.04 miles to Eagle Drive, which will end right pass the roundabout past the new Southern Gap High School. Ruffed Grouse Lane would start at the end of the roundabout and proceed to the intersection with Horned Lark Road and continue on from that intersection.

G. Roger Rife, South Grundy District Supervisor stated I'm not against renaming a portion of Ruffed Grouse Lane, but before the school opens Little Prater Road needs to be repaired, due to the amount of traffic that will be traveling along this roadway.

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IN RE: PUBLIC HEARING – 6:30 P.M. – TO HEAR PUBLIC COMMENTS CONCERNING CHANGING THE 911 NAME OF SOUTHERN BREEZE ROAD TO VANDYKE DRIVE LOCATED IN THE GARDEN MAGISTERIAL DISTRICT

Craig Stiltner, Chairman opened the public hearing for comments.

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

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IN RE: CONSIDER APPROVING TO CHANGE THE 911 NAME OF SOUTHERN BREEZE ROAD TO VANDYKE DRIVE LOCATED IN THE GARDEN MAGISTERIAL DISTRICT

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, Tim Hess, Trey Adkins, G. Roger Rife, David Rose, Lee Dotson, Craig Stiltner and zero (0) nays, this board did hereby approve to change the 911 name of Southern Breeze Road to Vandyke Drive located in the Garden Magisterial District.

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IN RE: CONSIDER APPROVING AND ISSUING PAYMENT FOR CONTRIBUTIONS

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

Grundy Kiwanis Foundation (Council Kiwanis Club)	\$1,200.00
Clinch Independent Living Services, Inc.	\$10,200.00
Twin Valley High School (Christmas Dance)	\$2,000.00
Whitewood Vol. Fire Department (Honor Veterans Breakfast)	\$500.00
Twin Valley High School (Prom)	\$10,000.00
Twin Valley High School (Basketball Officials)	\$8,000.00

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IN RE: ADJOURNMENT

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

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

Robert Craig Horn, County Administrator

MINUTES

An emergency meeting of the Buchanan County Board of Supervisors was held on Friday the 12th day of December, 2025 starting at 10:00 a.m. in the Board of Supervisors Meeting Room, 3rd floor of the Buchanan County Government Center, 4447 Slate Creek Road, Grundy, Virginia 24614.

PRESENT: Craig Stiltner, Chairman
G. Roger Rife
Tim Hess
Jeff Cooper
Lee Dotson
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 AN EMERGENCY 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 an emergency special called 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: FRIDAY, DECEMBER 12th, 2025

TIME OF MEETING: 10:00 O’CLOCK A.M.

PLACE OF MEETING: 4447 SLATE CREEK ROAD, GRUNDY, VA

PURPOSE

- 1. Call to order. 10:00 a.m.
- 2. Prayer and Pledge of Allegiance.
- 3. Consider the issue of the relocation of the Appalachian School of Law.
- 4. Adjournment.

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**IN RE: CONSIDER THE ISSUE OF THE RELOCATION OF THE
APPALACHIAN SCHOOL OF LAW**

Craig Stiltner, Chairman welcomed everyone to today's emergency meeting. There's no need for a closed session today, he stated. There's no personnel issue or legal issue, which is the reason this can be discussed in open session, he stated.

We're here today because Roanoke College has shown an interest in the Appalachian School of Law (ASL), but before ASL can move forward, the Buchanan County Industrial Development Authority (IDA) and the Buchanan County Board of Supervisors must approve the relocation of the law school, he commented. All it boils down to, is that ASL is having funding issues Mr. Stiltner, commented.

L. Lee Moise, County Attorney stated I don't disagree with you, but Mickey McGlothlin, Esq. suggests going into closed session, due to confidential information.

There is nothing confidential about this issue, stated Mr. Stiltner. The public needs to know.

Trey Adkins, Knox District Supervisor stated we went into closed session regarding the issue with Buchanan General Hospital.

Mr. Moise stated that was a legal issue regarding agreements.

Mr. Adkins asked where Tucker Davis is today. He seems to be Dean of the county. I want to know how he got a copy of a letter from Pikeville University, but the board of supervisors didn't get a copy, he asked.

Mr. Moise stated that Buchanan General Hospital was a potential party to be involved with a project the IDA was pursuing that could involve a new business moving into the county; that was the reason the board went into closed session at the December 1st board meeting. The IDA requested closed session on those two projects as matters involving new businesses that had not made formal announcements, he stated.

Mr. Stiltner stated UPike has been in discussion with the IDA and they've been looking into a place to come to Buchanan County for months. It's not Pikeville Medical, it's UPike. They are looking for a place to for interns and a residency program, he stated.

G. Roger Rife, South Grundy District Supervisor thanks those in attendance who's concerned about ASL. I'm not sure how many years the board worked on getting the law school into the county, he stated. I went to Hurley High School, then got some assistance to go to Emory and Henry College.

Our kids has to drive so far to go to a high education school, commented Mr. Rife. How many in the audience attended ASL? At least three or four, he stated. There has been at least two thousand people to graduate from ASL since the beginning, he stated.

No one wants to serve on a board unless they get paid, stated Mr. Rife. Sometimes we need to think about serving our community.

We need to be careful what we do, because we've put about \$5 million cash into ASL, stated Mr. Rife. I've asked about raising tuition, but we need to keep tuition down. We've spent so much money from one year to the next, he stated. You can't give them money you don't have, he commented. I want to know exactly what we're getting out of it, commented Mr. Rife.

This is not a UPike issue or a Tucker Davis issue, stated Mr. Stiltner. ASL has been through several deans and that didn't fix the problem. At the end of the day, enrollment and donation are down for ASL. We can't make a decision today. We need to hear the facts from David Western, Dean of ASL today, stated Mr. Stiltner.

David Wester, Dean of ASL was participating in the meeting by Zoom. I have the utmost respect for the board of supervisors and the ASL board. I won't say nothing negative about the board members, he stated.

I'm committed to ASL, stated Dean Western. We need a better passage rate for students attending ASL.

Last year we had a \$1.8 million deficit at ASL, he stated. This year we're facing \$500,000 deficit. We have to stay ABA compliant to continue as a law school. ASL has 2.3 million in restricted funds and we'll run out of cash in March, he stated. We can borrow from the restricted funds, but those funds would have to be repaid within a certain time frame stated Dean Western. We're looking at all the options to keep ASL open.

Roanoke College looked at our numbers and they said they liked what they saw, but they cannot do this in Buchanan County, stated Dean Western. Federal legislation and the Big Beautiful Bill has hurt the law school by the lack of student loans. We're going to lose students this fall, he stated. Also, the lack of housing is hurting the law school, which is one of the biggest complaints from new students. If they cannot get housing, then they will consider going to another law school, stated Dean Western.

We need \$2.4 million to keep ASL open until August 2026, stated Dean Western.

Roanoke College loves ASL and Buchanan County and they'll offer scholarships to Buchanan County students, stated Dean Western. They can't keep two facilities open. UPike is not in a position to obtain the law school, but they can make sure the buildings are repaired if they use them.

The CFO for the law school said we needed 6 to 10 million to stay ABA compliant, stated Dean Western. We saw the iceberg coming and if we don't do something, we're going to lose the ship, he stated. I'm giving my heart and sole for ASL and we need a plan for the law school.

I want the board to have complete clarity on this issue, stated Mr. Stiltner. This issue didn't come about because of UPike.

David Rose, Prater District Supervisor asked what the enrollment was at ASL?

It's 184 students now, stated Dean Western. We would be fully sustainable with 300 students., but there's not enough housing.

Tim Hess, Hurricane District Supervisor asked how many people does ASL employ?

There's forty-one to forty-seven people employed, stated Dean Western.

Jeff Cooper, Garden District Supervisor stated we always seem to be a moment to late, when something is going wrong. This board is just finding out about the lack of housing and these issues with ASL, he commented.

I'm not a fan of UPike, stated Mr. Cooper. This is going to be a tough decision. We want to see this county succeed. Since ASL has 40 plus jobs, this could make a big impact for the county, he stated.

Mr. Stiltner stated ASL might have forty plus employees, but how many of them lives in Buchanan County? Some of them has Buchanan County addresses, but doesn't live here. According to the agreement the law school has, the employees must live in Buchanan County, so they get a county address, he stated. Having a post office address isn't sufficient.

I'm not voting to bail ASL out with taxpayers money, stated Mr. Stiltner. The Dean has made it clear, they need six to ten million.

Mr. Rife stated I'm a board member of the ASL board. I've tried to get other supervisors to replace me on the board, but none of them want to be on the ASL board, he stated. When the county announced the development of ASL, the residents got excited.

Lee Dotson, North Grundy District Supervisor stated I hate to lose ASL in the county. I know there's a lot of people that rents apartments etc. to students. Roanoke College needs to come and talk to us, he stated.

This board needs to look into getting housing in the county, stated Mr. Dotson. If ASL closes, it's going to effect the Town of Grundy, rental businesses, restaurants etc. The entire county will be impacted by it.

A partnership with UPike and the hospital is a great ideal, stated Mr. Dotson. Locate it at the booth center next to the law school.

Mr. Adkins stated the IDA can build a building at Southern Gap for UPike.

A committee needs to be formed to go and sit down with the ASL board to discuss this issue, stated Mr. Adkins. I suggest Mr. Stiltner and myself and anyone else. If ASL is doing so bad, why does Roanoke want it, he asked?

How much does Harvard Law School cost, probably five times the amount of ASL, stated Mr. Adkins. At the law school, we've had people recklessly spending money. ASL had been giving 70% discounts and it's been changed to 37% discounts, he commented.

Mr. Stiltner stated the county has put \$20 million into the law school in the past thirty years.

Robert C. Horn, County Administrator stated some of that funding was from VCEDA.

Just in the past fourteen years, we've given the school board over \$90 million, stated Mr. Adkins. They get an additional \$4 million each year. Now, we're sitting here arguing over ASL needing additional funding. We need to work together on this issue. If ASL is gone, we're going to lose businesses, he stated.

We paid \$1.5 million for a sewing factory to come into Council, once they used the funding, they vacated the property, stated Mr. Rife. We've made some bad decisions.

There's 184 students at the law school now and they need 300 students to make it work, stated Mr. Cooper. That's a goal that can happen. I think we're just hearing about it a little late, he stated. We need about 150 more places for students to rent. I don't think we've worked good as a true partnership with ASL, he commented. There's going to be an impact.

My kids works here in the county and will stay here in the county, stated Mr. Cooper.

We need to work together, stated Mr. Cooper. You don't want our help until you need our help. Some people is going to like it and some isn't going to like it, he commented.

If we lose our accreditation, there is no law school, stated Dean Western. The ABA has already put us on probation.

If ASL moves to Roanoke College, have you been offered a job Dean Western, asked Mr. Adkins.

Yes, if the law school moves and UPike said they would love to have me, stated Dean Western. Is this in my best interest, yes. I'm trying to do all I can for the school. If we let the law school die, it will hurt the economy, he commented.

If UPike would offer you a job, that would be great, you've been an asset to the county, stated Mr. Adkins.

The IDA Director has told me that they are working on housing at Southern Gap, stated Dean Western.

If we could provide 150 places for students to stay and get the additional students here, that would make a large impact on ASL, stated Mr. Cooper.

We have to make sure the students has the desire to come here, stated Dean Western. Also, we have to make sure we have a good passing rate on the bar.

We can help you with housing and finance, stated Mr. Cooper. Now, you'll have to bring the students here.

Susan Mayhew, Dean of the Appalachian College of Pharmacy stated I've been dean at the pharmacy school for 16 years and we've gone through problems similar to ASL. Everybody that's employed at ACP wears a few hats.

ASL hasn't been operated like a business, they're missing an element of stability, stated Dean Mayhew. There needs to be more transparency with ASL.

I'm here to bat for ASL and Dean Western, stated Dean Mayhew. Since, ASL has been open it's brought over 400 million dollars to the county in revenue from the impact of the law school, she stated. If the pharmacy schools admission was 184, I would be jumping for joy. Tuition and fees are about the same for both schools, stated Dean Mayhew.

Both schools needs to be run like a business, stated Mr. Cooper. I wished the board of supervisors was run like a business.

You might think a new school would come to Buchanan County, stated Dean Mayhew. There's always can be a road block too.

Mr. Horn, asked do you think that private loans will be available?

The average federal loan is about \$50 thousand and private loans are easier to get, stated Dean Mayhew. Private loans will effect some programs, such as PA and PT.

I'm all for UPike bringing part of their medical school here, stated Mr. Adkins.

The county will fund a project up front and we don't want to see you again, stated Mr. Horn. Easy to put something in, but once it's operational, hard to keep going.

ASL leaves it's going to impact every single business in this county, stated Dean Mayhew. It'll be devastating.

Southwest Community College is about to leave too, stated Mr. Adkins.

Mr. Stiltner stated, we need to look outside the box. What \$20 million could've done for our citizens in the county, everyone could have sewer, water, broadband internet, roads etc.

We saw a downturn coming years ago at the pharmacy school, stated Dean Mayhew. We tightened our belts and increased our recruitment and made the pharmacy school more attractive. We didn't replace employees that left, she stated.

Do the employees live in Buchanan County, asked Mr. Stiltner?

All my staff lives in Buchanan County, but some professors live where they practice, stated Dean Mayhew.

Has any supervisor ever received money direct or indirect from the pharmacy or law school, asked Mr. Rife?

Mr. Stiltner stated I haven't received anything from them.

Wade McGeorge, employee with ACP stated I appreciate all the board has done in the past 30 years for ASL and pharmacy school. In 2005 I considered taking a job out of state and move my family, but instead I was accepted into ASL and when to school there from 2005 until 2008, he stated.

After the economic downturn in 2008 people that planned on retiring ended up working longer, stated Mr. McGeorge. It became difficult for many to find a job. Because of the 2008 downturn in the job market, the law school and pharmacy school was suppressed. In 2008 nationwide, applications for pharmacy and law school was effected, he stated. This effected the entire nation. Now, there's a shortage of pharmacist, he stated. Some pharmacy's had to close, due to the lack of pharmacists.

I'm a product of ASL and I'm thankful for the board of supervisors to give me the opportunity to attend ASL, stated Mr. McGeorge.

We can put a bandaid on the issue at ASL, but it's not a guarantee the enrollment will improve, stated Mr. McGeorge.

One strategy would to have a remote classroom in other areas and allow students to go to ASL, commented Mr. McGeorge. This has help the pharmacy school. Currently, the pharmacy school has had ten to twelve in one remote location, he commented.

The second strategy would to have on-line classes, stated Mr. McGeorge. Many students today prefer on-line classes. Schools that don't offer on-line classes cause the enrollment to decline, he commented. Students whether on-line or in the classroom are still required to keep their grades up. The ABA does allow law schools to do part of their classes on-line, he commented. The students can attend ASL the first year and then their second year do it on-line and attend ASL in their third year, he commented. We need students that can pass the bar exam. At one time, not enough students were passing the bar exam, but since Dean Western has been with ASL, there has been an increase in the passing rate, stated Mr. McGeorge.

Mr. Stiltner stated at the end of the day, enrollment means tuition and survival. ASL needs \$3 million now and if they lose their accreditation, we lose ASL. I think we're a little late. I know there's in's and out's. The school needs to have a balanced budget with revenue and expenditures, he stated. There's more going out then coming

into the school. It's really hard for me to vote for an additional appropriation, he commented. ASL donators may see the writing on the wall.

I don't think if ASL relocates, it'll put Walmart out of business, stated Mr. Stiltner. Before, we make anymore donations to ASL, I think we need to have a public hearing, since it's taxpayers dollars, he stated.

I agree, stated Mr. Adkins. Is ASL good for Buchanan County? Yes, it is.

Dean Western stated we have a lot of students that's having a problem getting money to attend ASL. They've already used their private loans.

We've been discussing on-line classes for a while, commented Dean Western.

I don't think the board of supervisors should lose sleep over this issue. I know the Education and Economic Development Compact says the location of the school shall not be changed without approval of the IDA and board of supervisors, but it's not enforceable in court since there is not a duration clause in the Compact. It's all up to the ASL board.

Are we going to give the county's investment of \$20 million in ASL to Roanoke College and in two years Roanoke College fails, asked Mr. Adkins. I'd rather the school fail here than to give ASL to someone else and it fails. We have to try and make it work, he stated. We need to do all we can, he stated.

I agree with Mr. Adkins, stated Mr. Cooper.

I'm here to assure that my students that I'm giving it all I've got, stated Dean Western. ASL needs \$2.6 million this year and overall \$8 to \$10 million.

After a general discussion by the board upon motion by Trey Adkins seconded by Jeff Cooper and with the following roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, David Rose, Trey Adkins and zero (0) nays, this board did hereby approve to table this issue and appoint Trey Adkins and Craig Stiltner to the committee to see how this issue can be resolved and report back to the board of supervisors.

Mr. McGeorge stated if and when any motions are made, I would ask consideration in not just one option, include other options.

Mr. Stiltner stated God has blessed me to live here for 63 years. I want my kids and grandkids to stay here too. I'm not against the law school, but if they can find the \$6 million without asking this board for it. We're working on a housing development in this county, he stated.

Come January, pick someone out to serve on the ASL and workforce development board, stated Mr. Rife. I've lived here 86 years and I do try to be a better

person every day. I like to see public servants do for the county and not themselves, he stated.

Jeff Taylor, stated I'm on the ASL board. We're working on a lot of things that's not been changed in 10 years or so. ASL has had a great economic impact on Buchanan County, he stated. We need to slow things down a little to make sure everyone is making the right decision concerning ASL, he stated.

Michael McGlothlin, Esq. stated I used to be the county attorney for 24 years. In 1997 Roger Rife was the chairman of the board of supervisors and that's when the board decided to establish the law school. My grandfather always told me how important an education was and make sure you get a good education.

The board of supervisors decided to help fund ASL with the help of private donation, commented Mr. McGlothlin. Everybody understood it wasn't going to be easy to put a law school here in Buchanan County. First the big issue was to get accredited, he stated. From 2003 through 2013 ASL made money, since then they've had a loss of revenue. The board of supervisors and IDA board has to approve the relocation of the law school, commented Mr. McGlothlin.

Not only does ASL bring money into the county, but it brings people back into the county, commented Mr. McGlothlin. We can make this work and we can fix this for Buchanan County, he voiced.

At the end of the day, it boils down to money, stated Mr. Stiltner. Not one person here today had said they didn't want the law school.

I'm not willing to give them money, but we can try to solve this problem, commented Mr. Adkins.

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IN RE: ADJOURNMENT

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, David Rose, Lee

Dotson, G. Roger Rife, Jeff Cooper, Tim Hess, Craig Stiltner and zero (0) nays, this board did hereby agree to adjourn this meeting.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

Robert Craig Horn, County Administrator

