

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on the 3rd day of August 2026 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: Tim Hess, Chairman
Trey Adkins
G. Roger Rife
David Rose
Lee Dotson
Jeff Cooper
Craig Stiltner

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

ABSENT: Jeremy Hurley, Assistant County Attorney

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

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

Upon a motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of seven (4) yeas, Tim Hess, Craig Stiltner, G. Roger Rife, Trey Adkins and three (3) nays, David Rose, Jeff Cooper and Lee Dotson, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711 (A)(1), a personnel matter involving salary compensation; Virginia Code Section, 2.2-3711 (A)(1), a personnel matter involving transferring a employee; Virginia Code Section, 2.2-3711 (A)(8), consultation with legal counsel involving an issue to cyber security and hiring outside counsel; Virginia Code Section, 2.2-3711 (A)(8), consultation with legal counsel involving electronic access for board meetings; Virginia Code Section, 2.2-3711 (A)(8), consultation with legal counsel involving communication between the county attorney and a supervisor and Virginia Code Section, 2.2-3711 (A)(8), consultation with legal counsel involving a property dispute in the Hurricane Magisterial District.

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

This board meeting resumed in open session after being in executive session forty-two (42) minutes.

A motion by Craig Stiltner seconded by Jeff Cooper with Tim Hess, Chairman of the Buchanan County Board of Supervisors announcing during such session the board had also discussed Virginia Code Section, 2.2-3711 (A)(3)(8), consultation with legal counsel involving pending Land Use Permits from Pocahontas Gas LLC.

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

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

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IN RE: CONSENT AGENDA

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper 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. Approve minutes for June 6th, 2026 Board of Supervisors Meeting and the Special Called Meeting July 10th, 2026;
 - b. Ratify payroll after review;
 - c. Ratify the payment of bills by Resolution adopted on January 5th, 2026. (Including the Buchanan County Head Start ratified bill list and bill list)
 - d. Approve the attached list of coyote claims in the amount of \$100.00 per claim and to issue checks.
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|-------------------|--------------|
| Robert Presley | One Claim |
| Jeff Hardin | One Claim |
| Anthony Lee Viers | Two Claims |
| Charles Vires | One Claim |
| Alex Lockhart | One Claim |
| Doug Keen | One Claim |
| Ernest Owens | One Claim |
| Charles Justus | Three Claims |

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**IN RE: BOBBY LOONEY AND JEANNE PRESLEY WITH BIG SANDY
SOIL AND WATER CONSERVATION DISTRICT – TO REQUEST
FUNDING FOR AG DAY SCHEDULED FOR OCTOBER 3RD, 2026**

Bobby Looney with Big Sandy Soil and Water Conservation District requested a contribution in to assist with the 4th Annual AG Day, which is scheduled for Saturday, October 3rd, 2026. This event will be held at the Grundy Community Center movie theatre parking lot.

After a general discussion by the board upon motion by Jeff Cooper seconded by Trey Adkins with 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 a contribution in the amount of \$17,500.00 to Big Sandy Soil and Water Conservation District to be divided equally among the seven district accounts earmarked for 4th Annual AG Day October 3rd, 2026.

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IN RE: KEN SMITH – DISCUSS BUCHANAN COUNTY VETERANS

Ken Smith, resident stated back in the late 60’s or early 70’s the Veterans of Foreign Wars (VFW) and the Town of Grundy installed the courthouse veteran’s markers in front of the Buchanan County Courthouse.

Now, I want to plant a seed for a project in the town, he stated. I’d like to see the memorial markers be relocated near the intersection of Riverside Drive and Slate Creek, near the Grundy Community Center, he suggested. The location of the memorial is still a good place, but because of the location, people entering the courthouse often leave their cups and trash on the monuments, which disrespects the veterans, stated Mr. Smith.

Those people did what they did so that we got what we’ve got, he commented.

I’m not asking for any funding to get this done, but I just wanted to introduce the idea and encourage the board of supervisors and Grundy Town Council to work together, stated Mr. Smith.

Thank you for your time, he stated.

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**IN RE: BUCKEY BLANKENSHIP - CONSIDER APPROVING
CONTRIBUTION IN THE AMOUNT OF \$10,000 TO
COALFIELDS SPECIAL SPORTSMEN**

Buckey Blankenship wasn’t present for the meeting.

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper with 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 a contribution in the amount of \$10,000 to Coalfields Special Sportsman, Inc. to be divided equally among the seven district accounts.

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IN RE: CONSIDER APPROVING GRANTS FOR THE BUCHANAN COUNTY 911 DEPT. AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATED TO THE AWARD OF THE GRANTS AND AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$15,000 TO THE BUCHANAN COUNTY 911 DEPT.

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner with 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 following grants for the Buchanan County 911 Dept. and authorized the county administrator to execute all documents related to the award of the grants and an additional appropriation in the amount of \$15,000 to the Buchanan County 911 Dept.:

- FY 2027 PSAP Education Program Grant in the amount of \$5,000.00;
- GIS and Data Program Grant in the amount of \$10,000.00.

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IN RE: CONSIDER APPROVING THE INVOICE COAL000168 IN THE AMOUNT OF \$82,177.06 FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) AND TO ISSUE A CHECK FROM ACCOUNT NUMBER CST 05-41080-7012

After a general discussion by the board upon motion by Lee Dotson seconded by Craig Stiltner with 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 invoice COAL000168 in the amount of \$82,177.06 from the Virginia Department of Transportation (VDOT) and to issue a check from account number CST 05-41080-7012.

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IN RE: CONSIDER APPROVING THE INVOICE IN THE AMOUNT OF \$58,425.00 TO BUCHANAN COUNTY PUBLIC SCHOOLS REGARDING THE REQUEST FOR REIMBURSEMENT NO. 05 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 Lee Dotson seconded by Jeff Cooper with 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 invoice in the amount of \$58,425.00 to Buchanan County Public Schools regarding the request for reimbursement No. 05 of the Southern Gap High School Ruffed Grouse Lane Extension Project from account 41080-7010-00.

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IN RE: CONSIDER RECOMMENDATION OF APPOINTMENTS AND/OR REAPPOINTMENTS TO THE COAL & GAS IMPROVEMENT ADVISORY COMMITTEE FOR BUCHANAN COUNTY TO THE CHIEF CIRCUIT COURT JUDGE

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper with 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 to recommend to the Chief Circuit Court Judge the appointment of Stacy Harris and Paul Welch to the Coal & Gas Improvement Advisory Committee for Buchanan County.

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IN RE: CONSIDER AMENDMENT AND ADDITIONAL APPROPRIATION TO FISCAL YEAR 2026/2027 COAL ROAD PLAN IN THE AMOUNT OF \$154,000.00 FOR THE SOUTHERN GAP HIGH SCHOOL RUFFED GROUSE LANE EXTENSION PROJECT

Marcus Stiltner, Coal Haul Road Engineer stated last fiscal year 2025/2026 the county appropriated \$800,000 in the coal haul road budget for the Southern Gap High School Ruffed Grouse Land Extension Project, which last fiscal year’s funding wasn’t spent. The additional appropriation for fiscal year 2026/2027 budget in the amount of \$154,000.00 would be the amount that wasn’t spent last year.

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper with 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 an amendment and additional appropriation to Fiscal Year 2026/2027

Coal Road Plan in the amount of \$154,000.00 for the Southern Gap High School Ruffed Grouse Lane Extension Project.

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IN RE: CONSIDER APPROVING COAL ROAD REQUEST #1 FROM THE BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY IN THE AMOUNT OF \$89,512.12 (VARIOUS INVOICES) TO BE PAID FROM ACCOUNT #05-41080-7015

After a general discussion by the board upon motion by Lee Dotson seconded by Craig Stiltner with a roll call vote of five (5) yeas, Craig Stiltner, G. Roger Rife, Jeff Cooper, Lee Dotson, Trey Adkins, zero (0) nays and two (2) abstention, David Rose and Tim Hess, this board did hereby approve Coal Road Request #1 from the Buchanan County Public Service Authority in the amount of \$89,512.12 (various invoices) to be paid from account #05-41080-7015.

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IN RE: CONSIDER APPROVING THE TEMPORARY LAND USE PERMIT APPLICATION FROM POCAHONTAS GAS LLC REGARDING CR 5060 ENT (CBM F37A) OFF OF CR 5060 (LOCATED IN THE GARDEN MAGISTERIAL DISTRICT AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE PERMIT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

This issue was tabled, no action taken.

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IN RE: CONSIDER APPROVING THE TEMPORARY LAND USE PERMIT APPLICATION FROM POCAHONTAS GAS LLC REGARDING CR 5060 GX (WHITEWOOD EXPANSION GATHERING LINE NORTH) LOCATED IN THE GARDEN MAGISTERIAL DISTRICT AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE PERMIT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

This issue was tabled, no action taken.

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IN RE: PUBLIC HEARING – 6:10 P.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED CONVEYANCE OF AN EASEMENT FOR INGRESS AND EGRESS NEAR DOG POUND ROAD, NEAR THE BUCHANAN COUNTY ANIMAL SHELTER TO BILLY OWENS

Tim Hess, Chairman opened the public hearing for comments.

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

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IN RE: CONSIDER APPROVING THE CONVEYANCE OF AN EASEMENT FOR INGRESS AND EGRESS NEAR DOG POUND ROAD, NEAR THE BUCHANAN COUNTY ANIMAL SHELTER TO BILLY OWENS AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE CONVEYANCE OF AN EASEMENT ON BEHALF OF BUCHANAN COUNTY WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins with 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 Conveyance of an Easement for ingress and egress near Dog Pound Road, near the Buchanan County Animal Shelter for a consideration of \$100.00 to Billy Owens and Amanda Brooke Owens and authorized the chairman and county administrator to execute the Conveyance of an Easement on behalf of Buchanan County with approval as to form by the county attorney.

THIS INSTRUMENT PREPARED BY:
LAWRENCE L. MOISE III, ESQ.
COUNTY ATTORNEY
BUCHANAN COUNTY, VIRGINIA
Bar No.: 23102
P. O. Box 950
Grundy, Virginia 24614

THIS DEED OF QUIT CLAIM OF NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT OF INGRESS AND EGRESS made and entered into on this the 3rd day of August, 2026, by and between **BUCHANAN COUNTY, VIRGINIA**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as "GRANTOR", and **BILLY OWENS and AMANDA BROOKE OWENS**, husband and wife, hereinafter sometimes referred to as "GRANTEES". [Exempt from recordation taxes pursuant to Code §58.1-811.3.]

WITNESSETH:

WHEREAS, the Grantor owns the property located in the Rocklick Magisterial District upon which the County’s Animal Shelter is situate, said property being more specifically described in the deeds recorded at Deed Book 558, page 222 and in Deed Book 558, page 218 in the Buchanan County Circuit Court Clerk’s Office; and

WHEREAS, the Grantees own the property located in the Rocklick Magisterial District which is adjacent to the Grantor's property, which said Grantees' property is more specifically described in the deed recorded at Instrument Number 190000581 in the Buchanan County Circuit Court Clerk's Office; and

WHEREAS, the Grantees desire access across Grantor's property described herein for ingress and egress to the Grantees' property described herein; and

WHEREAS, the Grantor has agreed to convey to the Grantees by Quit Claim, a non-exclusive permanent right-of-way and easement for ingress and egress upon and across the lands and property of the Grantor described herein and along an established access road off of Dog Pound Road to the Grantees' property described herein; and

NOW THEREFORE, that for and in consideration of \$100.00 paid by the Grantee to the Grantor, which Grantor hereby acknowledges receipt thereof, the Grantor does hereby convey by Quit Claim, unto the said Grantees, their successors and assigns, the following described perpetual non-exclusive right-of-way and easement for ingress and egress to the Grantees' property described herein, to-wit:

Beginning at a point of intersection in the Southerly right of way of state rt. 615 and the centerline of "Dog Pound Road", station 10+00, thence leaving the said right of way and running with the centerline of Dog Pound Road S 23-09-16 E 92.12', thence a curve to the right (chord bearing S 12-48-26 W 111.80'), thence continuing with the said centerline S 48-46-08 W 42.87' thence a curve to the right (chord bearing S 71-22-28 W 161.15'), thence continuing with the said centerline N 86-01-11 W 155.48', thence to a curve to the left (chord bearing S 46-41-03 W 144.52') thence continuing with the said centerline S 00-36-43 E 65.72', thence a curve to the left (chord bearing S 19-09-15 E 102.32'), thence continuing with the said centerline S 37-41-47 E 65.64', thence a curve to the left (chord bearing S 87-08-50 E 87.14'), thence continuing with the said centerline N 63-12-44 E 147.06', thence a curve to the right (chord bearing N 71-00-12 E 15.46') to a point in the property line between the grantor and the grantee at approximate centerline station 22+26.92. Said non-exclusive right of way and easement of ingress and egress is further depicted by the drawing prepared and signed by Sonny Riggsby, L.S., License No. 1634, which is attached hereto and incorporated by reference into this deed as Exhibit "A".

Source and title for Grantor: The property was Deeded to Buchanan County on November 19th, 2002 by deed recorded in Deed Book 558, page 219 in the Buchanan County Circuit Court Clerk's Office and subsequently accepted by the Buchanan County Board of Supervisors from James Allison; and by deed recorded in Deed Book 558, page 222 in the Buchanan County Circuit Court Clerk's Office and subsequently accepted by the Buchanan County Board of Supervisors from Anthony Allison; and

That on the 3rd day of August, 2026, after conducting a public hearing in regard to the conveyance described herein the Buchanan County Board of Supervisors, at a duly held meeting of the Board, authorized the conveyance of the permanent non-exclusive right of way and easement of ingress and egress to the Grantees 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 the quit claim conveyance of this permanent non-exclusive

right of way and easement of ingress and egress to the Grantees, approved as to form by the County Attorney.

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.

WITNESS the following signatures and seals.

BUCHANAN COUNTY, VIRGINIA

BY: _____(SEAL)
Tim Hess, Chairman of the
Buchanan County, VA. Board of Supervisors

ATTESTED:

_____(SEAL)
Robert Craig Horn, County Administrator

APPROVED AS TO FORM ONLY:

_____(SEAL)
Lawrence L. Moise III, ESQ., County Attorney

BY: _____(SEAL)
Billy Owens, Grantee

BY: _____(SEAL)
Amanda Brooke Owens, Grantee

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IN RE: PUBLIC HEARING – 6:15 P.M. - TO HEAR PUBLIC COMMENTS ON THE PROPOSED ADOPTION OF AN ORDINANCE REGARDING CHAPTER 37, LAND USE PERMITS OF THE BUCHANAN COUNTY CODE TO INCLUDE LAND USE PERMITS AND RENAMING THE TITLE OF CHAPTER 37 FROM GASLINE PIPELINES TO LAND USE PERMITS

Tim Hess, Chairman opened the public hearing for comments.

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

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**IN RE: CONSIDER ADOPTING THE ORDINANCE REGARDING
CHAPTER 37, LAND USE PERMITS OF THE BUCHANAN
COUNTY CODE TO INCLUDE LAND USE PERMITS AND
RENAMING THE TITLE OF CHAPTER 37 FROM GASLINE
PIPELINES TO LAND USE PERMITS**

After a general discussion by the board upon motion of Trey Adkins seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, Trey Adkins, Jeff Cooper, Lee Dotson, G. Roger Rife, Tim Hess, David Rose, Craig Stiltner and zero (0) nays, this board did hereby adopt the Ordinance regarding Chapter 37, Land Use Permits of the Buchanan County Code to include Land Use Permits and renaming the title of Chapter 37 from Gasline Pipelines to Land Use Permits.

**CHAPTER 37
LAND USE PERMITS**

37.1 Permit Required.

No person, company or entity shall place or cause to be placed any structures, including but not limited to powerlines and gas pipeline(s) upon, over, through or under county property, including but not limited to the county roads and highways of Buchanan County, Virginia, without first obtaining a land use permit from the County Road Engineer and upon express approval by the Buchanan County Board of Supervisors. Any person or entity wishing to create an access off of a county roads or highways of Buchanan County, Virginia shall also comply with the requirement for applying for a land use permit. Applications for such permit shall contain all technical information that the applicant has submitted to state and federal regulatory agencies, including but not limited to a plats of the exact location of the pipeline, structure, powerline or access off a county road; a traffic control plan and an engineer's certification stating that the application plans meet all requirements that are imposed by agencies of the Commonwealth of Virginia, including the Virginia Department of Transportation for installing similar, structures, pipelines upon, over, through or under state roadways; including points of access off of state roadways.

37.2 Fees; Violations and Penalties

- A. A. An application and site inspection fee of **\$2,500.00** is required for each application submitted for commercial purposes; and 45.00 for each application submitted for non-commercial purposes. Each pipeline, structure, powerline and access shall require a separate application and fee. Violation of this chapter shall constitute a misdemeanor with a penalty not to exceed 12 months in jail and a fine not to exceed \$1,000 for each day of violation. Such criminal charges may be pressed against any person involved in the installation of such structures, including but not limited to powerlines and powerlines without a properly issued land use permit, including those persons deemed to have authorized such installation.
- B. In addition, civil penalties not to exceed \$10,000 per day may be imposed by Buchanan County by filing of a petition in a court of competent jurisdiction.
- C. **IT IS UNDERSTOOD THAT A LAND USE PERMIT IS A FOR A TEMPORARY LAND USE. ANY AND ALL PERMANENT USES OR CROSSINGS OF COUNTY PROPERTY WILL REQUIRE THE**

NEGOTIATION OF A RIGHT-OF-WAY/SURFACE USE AGREEMENT. A TEMPORARY LAND USE PERMIT SHALL NOT BE ISSUED UNTIL THE PERMANENT RIGHT-OF-WAY/SURFACE USE AGREEMENT HAS BEEN NEGOTIATED AND SIGNED BY THE APPLICANT. FURTHERMORE, THE BOARD OF SUPERVISORS RESERVES THE RIGHT TO WITHHOLD PERMISSION TO TEMPORARILY USE OR CROSS COUNTY PROPERTY WHEN THE APPLICANT IS DEEMED TO BE IN DEFAULT TO THE COUNTY IN REGARD TO ANY OBLIGATION, DUTY OR PROMISE OF COOPERATION BY THE APPLICANT. IN THE CASE THAT THE BOARD OF SUPERVISORS WITHHOLDS PERMISSION TO USE OR CROSS COUNTY PROPERTY THE MATTER WILL BE REFERRED TO THE PLANNING COMMISSION FOR REVIEW UNDER THE COUNTY’S COMPREHENSIVE PLAN FOR THE COMMISSION TO MAKE A RECOMMENDATION TO THE BOARD OF SUPERVISORS FOR FUTHER CONSIDERATION.

- D. The Board of Supervisor reserves the right to impose additional conditions in regards to issuing a land use permit, including but not limited to requiring the posting of a commercial surety bond to secure Buchanan County, Virginia from damages sustained to County property from the applicant’s resulting use of a land use permit.**

This Ordinance was adopted by a roll call vote on the 3rd day of August 2026.

Motion made by: Trey Adkins
Seconded by: Jeff Cooper
David Rose Yea
Tim Hess Yea
Jeff Cooper Yea
Craig Stiltner Yea
Trey Adkins Yea
Lee Dotson Yea
Roger Rife Yea

Tim Hess, Chairman
Buchanan County, Virginia Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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IN RE: PUBLIC HEARING – 6:20 P.M. – TO HEAR PUBLIC COMMENTS ON THE PROPOSED ADOPTION OF AN ORDINANCE REGARDING CHAPTER 90, VEHICLES AND TRAFFIC OF THE BUCHANAN COUNTY CODE PROHIBITING THE USE OF HEAVY CONSTRUCTION EQUIPMENT TO INCLUDE, BUT NOT LIMITED TO HEAVY TRUCKS AND EQUIPMENT WITH METAL TRACKS ON COUNTY ROADS

Tim Hess, Chairman opened the public hearing for comments.

Trey Adkins, Knox District Supervisor stated I think this proposed ordinance should prohibit the use of any equipment with metal tracks except during a time of a locally declared emergency and the need to operate metal track vehicles on county roads is necessary in response to a local emergency.

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

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**IN RE: CONSIDER ADOPTING THE ORDINANCE REGARDING
CHAPTER 90, VEHICLES AND TRAFFIC OF THE BUCHANAN
COUNTY CODE PROHIBITING THE USE OF HEAVY
CONSTRUCTION EQUIPMENT TO INCLUDE, BUT NOT
LIMITED TO HEAVY TRUCKS AND EQUIPMENT WITH METAL
TRACKS ON COUNTY ROADS**

After a general discussion by the board upon motion of Trey Adkins seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, David Rose, Jeff Cooper, G. Roger Rife, Tim Hess, Craig Stiltner and zero (0) nays, this board did hereby adopt the following ordinance regarding Chapter 90, Vehicles and Traffic of the Buchanan County Code prohibiting the use of any equipment with metal tracks except during a time of a locally declared emergency and the need to operate metal track vehicles on county roads is necessary in response to said local emergency.

Article I

Traffic School [Adopted 8-4-1969]

§ 90-1. Establishment.

A traffic school shall be established at the Southwest Virginia Community College, Tazewell County, Virginia, at which instruction shall be given concerning laws and ordinances for regulation of vehicular traffic, safe operation of vehicles and such other subjects as may from time to time be prescribed.

§ 90-2. Supervision.

Said school shall be under the control and supervision of the President and the Local College Board of Directors of Southwest Virginia Community College, who shall prescribe the days and hours for the operation of the school, and the instructors shall be persons found to be qualified by said President and Local College Board of Directors of Southwest Virginia Community College. It is further provided that courses of instruction shall be for a minimum of eight hours of classroom instruction, to be taught in a three-week sequence, beginning the first week of each month.

§ 90-3. Requiring attendance. [Amended 4-7-1997]

In accordance with § 46.2-1314 of the Code of Virginia of 1950, as amended, any court in Buchanan County, Virginia, including municipal or town courts, having jurisdiction of offenses covered by Articles 1 through 6 (§§ 46.2-801 to 46.2-1239) of Chapter 4 of Title 46.2 of the Code of Virginia of 1950, as amended, or ordinances of Buchanan County or any town or city within Buchanan County regulating traffic is authorized, in addition to or in lieu

of the prescribed penalties, to require a person found guilty or not innocent of a violation of any such statute or ordinance to attend such traffic school.

§ 90-4. Attendance by nonresidents.

No person not a resident of this County shall be required to attend the school hereby created, but in the event that the county or city in which the violator is a resident has established or designated a traffic school, such violator may be required to attend such traffic school for such a period of time as the court may direct.

§ 90-5. Failure to attend.

Failure to abide by the order of the court shall constitute and be punishable as contempt of such court.

ARTICLE II

Driving While Intoxicated

[Adopted 9-12-1983; amended in its entirety 4-7-1997]

§ 90-6. Adoption of statutory provisions.

Pursuant to § 15.1-132 of the 1950 Code of Virginia, as amended, Buchanan County, Virginia, hereby adopts and amends the county ordinance to be identical and run parallel with §§ 18.2-266 through 18.2-270 of the 1950 Code of Virginia, as amended.

ARTICLE III

Use of Off-Road Recreational Vehicles on Public Roads

[Adopted 10-3-2011; amended in its entirety 8-11-2014]

§ 90-7. Definitions [Amended 7-11-2016; 8-5-2019; 1-6-2020; 6-13-2022]

As used in this article, the following terms shall have the meanings indicated:

DESIGNATED PUBLIC ROADS — Roads designated by the Board of Supervisors for use by off-road recreational vehicles pursuant to this article. The following road and/or sections of road are hereby designated for use by off-road recreational vehicles:

A. Garden District.

- (1) Wimmer's Gap Road — Route 635; extending for approximately 3.89 miles; beginning at the intersection of Route 638 and Route 635 to the intersection of Route 639 and Route 635.
- (2) Route 636 for 1.8 miles from the intersection of Route 638 and Route 636 (Chicken Ridge) to the top of White Mountain on Route 636.
- (3) Route 613 for 4.5 miles from a point beginning at the entrance off of Route 613 to where the old tipple of Dominion Coal Corporation, Mine No. 35 was located to the intersection of Route 613 and Route 616.
- (4) Route 616 for less than 1/10 of a mile from the intersection of Route 613 and Route 616 to the intersection of Route 616 and Warrior Mine Road (WVA Route 12/4).
- (5) Approximately a five-mile section of road along State Secondary Route 616 commencing at the intersection of State Route 613 and State Route 616 and terminating along the intersection of State Route 616 and State Route 636.
- (6) Approximate five-mile section of road along State Secondary Route 636 commencing at the intersection of State Route 616 and State Route 636 and terminating along the intersection of State Route 636 and State Route 638.
- (7) Wimmer's Gap Road — Route 635, a 3.7-mile section beginning from Laurel Creek East to Bennings Branch.
- (8) Route 638, Jewell Valley Road, from the intersection of Route 635 and Route 638, five miles east on Route 638. **[Added 12-6-2022]**

B. Prater District.

Sunset Hollow Road — Route 604; extending 3.9 miles; beginning at the intersection of Route 83 and Route 604 to the intersection of Route 604 and Southern Gap Road.

(1) Route 604 (Poplar Creek), beginning at the intersection of Route 604 and Route 744 for 2.14 miles then crossing over and continuing into the Rocklick Magisterial District.

(2) State Route 718 (Airport Road) for 0.2 miles from the intersection with State Route 744 and State Route 1015, to the intersection with a parking area for wildlife/elk viewing;

(3) State Route 744 (Southern Gap Road) for 1.6 miles from the intersection with State Route 718 and State Route 1015, to the intersection with State Route 604 and County Route 3200, continuing through the intersection with State Route 604 and Park Road to

the terminus with the Spearhead Coal Canyon Trail trailhead.

(4) Greenbrier Road, north on Route 611 extending 1.9 miles beginning at the intersection of Route 611 on to Cindy Fork Road extending 0.01 mile to end of paved route;

(5) Old Greenbrier Road, Route 608 extending 3.4 miles beginning at the intersection of Route 611 and Route 608 east to the end of state and County maintenance.

C. Rocklick District.

(1) Route 604 (Poplar Creek) continuing from Prater District and proceeding 1.14 miles to the intersection of Route 604 and Route 615 (Hoot Owl).

(2) Route 615 (Hoot Owl) beginning at the intersection of Route 604 and Route 615 and proceeding 1.25 miles then crossing over and continuing in crossing over into South Grundy District.

(3) Route 615 (Hoot Owl) a 1.20-mile section (beginning at the end of the 1.25-mile section of Route 615 described in Road No. 2 above) that is in both South Grundy District and Rocklick District (the center line of this section of Route 615 serves as the boundary between S. Grundy and Rocklick Districts). This 1.20-mile section of Route 615 ends at the beginning of the 0.62-mile section of Route 615 designated below in South Grundy District as Road No. 2 for South Grundy District.

D. South Grundy District.

Beginning at Southern Gap (intersection of Route 744 and County Route 3200 "Little Prater Road") along 3.36 miles of Route 617 (Little Prater), to the intersection of U.S. Route 460 and then 2.00 miles along U.S. 460 and ending at the entrance to the Bellacinos Shopping Center and Comfort Inn in Grundy, Va.

(1) Route 615 last 0.62 miles to the intersection of Route 615 and U.S. 460.

(2) U.S. Route 460 for 0.14 miles to the entrance of the parking lot of the Bellacinos shopping lot and the Comfort Inn. (This section of road is included in roads described for Item No. 1 for South Grundy District.)

(3) U.S. Route 460 for 0.2 miles beginning at the parking lot of the Bellacino's shopping lot and the Comfort Inn to the intersection with old abandoned Riverside Drive across from the Grundy Bible Church.

U.S. 460 from the intersection of U.S. 460 and Old U.S. 460 at signalized intersection at exit to State Route 615 and proceeding west on U.S. Route 460 1.12 miles to the signalized intersection of U.S. Route 460 and Poe Town Road at the end of the 35 mph speed limit. (Added 6-13-2022).

- (4) U.S. 460 from the intersection of U.S. 460 and Old U.S. 460 at signalized intersection at exit to State Route 615 and proceeding east on U.S. Route 460 past the intersection of State Route 617 (Little Prater Road) to the end of the 35 mph speed limit. **[Added 6-13-2022]**
- (5) State Route 83 from the intersection of U.S. Route 460 in the Town of Grundy, proceeding east 0.40 mile to the intersection of State Route 83 and T-1004 (Newhouse Branch Road). **[Added 6-13-2022]**
- (6) Within the Town of Grundy, the following roads will be added: Main Street, Maple Street, and Walnut Street from its intersection at Main Street to the intersection of T-1004 (Newhouse Branch Road) and Cinema Street. **[Added 6-13-2022]**

OFF-ROAD RECREATIONAL VEHICLES — A two-wheeled, three-wheeled or four-wheeled motor vehicle powered by a gasoline engine, diesel engine or electric motor; and generally characterized by large, low-pressure tires; a seat designed to be straddled by the operator or a four wheeler that includes a side-by-side seat; and handlebars or a steering wheel for steering; that is intended for off-road use by either an individual rider or multiple riders on various types of unpaved terrain. The term does not include "go-carts," "utility vehicles" or "farm utility vehicle" as those terms are defined in Virginia Code § 46.2-100.

PUBLIC ROADS — Any state- or County-maintained roads within the borders of Buchanan County, Virginia.

§ 90-8. Operation of off-road recreational vehicles on public roads permitted; restrictions and conditions. **[Amended 1-6-2020]**

- A. Off-road recreational vehicles may be operated on designated public roads within the boundaries of Buchanan County, Virginia, for any distance where the maximum speed limit is 35 miles per hour or less; and on public roads for a distance of no more than five miles where the maximum speed limit is more than 35 miles per hour. However, such operation of off-road recreational vehicles on public roads shall be restricted and conditioned as follows: **[Amended 6-13-2022]**
 - (1) The public roads must be posted with signs that warn motorists that off-road recreational vehicles may be operating on the road; said signs to be posted by the County and approved by the Virginia Department of Transportation; and
 - (2) That off-road recreational vehicles shall only be operated on public roads during daylight hours; and
 - (3) Off-road recreational vehicles, when operating on public roads, obey all rules of the road applicable to other motor vehicles; and
 - (4) Riders of such off-road recreational vehicles shall wear helmets of a type approved by the Superintendent of State Police; and
 - (5) Operators of off-road recreational vehicles shall be licensed drivers 16 years or older; however, no person shall operate any off-road recreational vehicle as provided in this section if his driver's license, whether issued in the commonwealth or in another jurisdiction, has been suspended or revoked.
 - (6) Operators of off-road recreational vehicles that use designated public roads pursuant to this ordinance must first obtain a permit for such use from the Southwest Regional Recreation Authority and pay such fee for such permit as the Southwest Regional Recreation Authority provides.
 - (7) All off-road recreation vehicles operating on public roads designated pursuant to this ordinance shall not exceed a maximum speed of 25 miles per hour.
- B. Upon adoption of this article the County Administrator is directed to notify in writing the Virginia State Police and all law-enforcement agencies within Buchanan County of the Board of Supervisors' action in adopting this article; a copy of this article shall be included

with such written notification; a copy of this article shall be included with written notification. This article shall not take effect to any designated road until all signs have been posted on such designated roads as required pursuant to Subsection A(1) of this section.

§ 90-9. Regulation of Jewell Valley ATV Trail. [Added 10-1-2018]

- A. Any person operating or riding in an ATV on the Jewell Valley ATV Trail must obtain a permit. Permits shall be issued for a period of one year and can be renewed by paying the permit renewal fee. The annual permit fee and annual renewal fee will be set by the Buchanan County, Virginia, Board of Supervisors by a separate resolution.
- B. Any person operating an ATV on the Jewell Valley ATV Trail shall obey all signage on said trails and operate their ATV in a safe manner, complying with any speed limits posted on said Jewell Valley ATV Trail.
- C. All persons operating an ATV or riding in an ATV on the Jewell Valley ATV Trail must wear helmets. Children under the age of 16 years shall not be permitted to operate an ATV on the Jewell Valley ATV Trail.
- D. No use or possession of alcohol or illegal drugs shall be permitted upon the Jewell Valley ATV Trail.
- E. No person shall be permitted on the Jewell Valley ATV Trail during any time other than the operational hours for the trail. The operational hours for the Jewell Valley ATV Trail shall be from dawn to dusk (daylight hours).
- F. The use of firearms or possession of firearms on the Jewell Valley ATV Trail is strictly prohibited.
- G. No littering shall be permitted on the Jewell Valley ATV Trail.
- H. The Jewell Valley ATV Trail is patrolled by uniformed Special Conservators of the Peace. All users of the Jewell Valley ATV Trail shall obey the lawful orders and instructions of the uniformed Special Conservators of the Peace.
- I. Penalties. Violations of this section shall be treated as Class One misdemeanors, resulting in fines up to \$2,500 and/or confinement in jail up to 12 months, within the discretion of the Court.

§ 90-10. Regulation of Jewell Valley Stocked Trout Stream. [Added 10-1-2018]

Any person fishing in the Jewell Valley Stocked Trout Stream must obtain a fishing permit, which will be sold for a single day or multiple days. The permit fees shall be set by a separate resolution by the Buchanan County Board of Supervisors.

- A. No persons shall be permitted to fish the Jewell Valley Stocked Trout Stream except during operational hours of the Jewell Valley Stocked Stream.
- B. The operational hours of the Jewell Valley Stocked Trout Stream shall be from dawn to dusk (daylight hours).
- C. The Jewell Valley Stocked Trout Stream shall be patrolled by uniformed Special Conservators of the Peace. Any person fishing in the Jewell Valley Stocked Trout Stream shall obey the lawful order and instructions of the uniformed Special Conservators of the Peace.
- D. No littering shall be permitted on the Jewell Valley Stocked Trout Stream.
- E. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited on the Jewell Valley Stocked Trout Stream.
- F. Penalties. Violations of this section shall be treated as Class One misdemeanors, resulting

in fines up to \$2,500 and/or confinement in jail up to 12 months, within the discretion of the Court.

ARTICLE IV
PROHIBITED USES ON COUNTY ROADS

90-11. Prohibited Uses

- A. It shall be unlawful for any person and/or business entity from operating any vehicles or equipment with metal tracks on county roads except during a locally declared state of emergency; and the use of said equipment/vehicles with metal tracks is necessary in responding to said locally declared state of emergency.
- B. Penalties. Violations of this section shall be treated as Class One misdemeanors, resulting in fines up to \$2,500 and/or confinement in jail up to 12 months, within the discretion of the Court.

This Ordinance was adopted by a roll call vote on the 3rd day of August 2026.
Motion made by: Trey Adkins
Seconded by: Lee Dotson
David Rose yea
Tim Hess yea
Jeff Cooper yea
Craig Stiltner yea
Trey Adkins yea
Lee Dotson yea
Roger Rife yea

By: _____
Tim Hess, Chairman
Buchanan County, Virginia Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

_____ 000 _____

IN RE: PUBLIC COMMENTS

Craig Stiltner, Rocklick District Supervisor stated the trees and weeds along the state roads needs to be cut before school starts.

Erica Miller, Residency Administrator for the Virginia Department of Transportation stated we have already discussed this and the need to put the crews out on high volume routes to get cleared. This past spring we’ve done what we could, by hiring contractors, she stated. The crews are working 10 months out of the year.

Jeff Cooper, Garden District Supervisor stated the supervisors are working county routes now and when we’re tramming to another area, we’re passing state routes. Is there anyway we could cut the weeds along the state routes, he asked?

Ms. Miller stated the county would be required to obtain a permit and there’s standards on how the weeds, trees and grass has to be cut.

Jeff Buchanan, VDOT representative stated there are safety standards the county will be required to do too.

I know you can only do what you can do, stated Trey Adkins, Knox District Supervisor.

Mr. Stiltner commented I know VDOT isn't able to get everything done right now, but our Public Works Department might be able to assist on some of the secondary routes.

School starts in three (3) weeks and Lovers Gap Road to the new Southern Gap High School really needs some attention. I'm really concerned about the roadway, weeds etc. along this route.

Also, I would suggest installing a-round about at the top of Lovers Gap where you turn from State Route 83 to State Route 744, he stated.

David Rose, Prater District Supervisor stated there is a ribbon cutting ceremony at the bridge on Old Greenbrier Road in memory of Marine Sgt. Godfred Blankenship, who died during the Vietnam War scheduled on Friday, August 7th.

Allen Boyd, Sheriff suggested lowering the speed limit on Lovers Gap Road from 45 mph to 35 mph near the turn off for the new Southern Gap High School.

Mr. Stiltner suggested a speed study be conducted on this route.

After a general discussion by the board upon motion by Craig Stiltner seconded Lee Dotson and a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, David Rose, Jeff Cooper, G. Roger Rife, Tim Hess, Craig Stiltner and zero (0) nays, this board did hereby adopt the following Resolution requesting a speed study be conducted on State Route 83, Lover's Gap Road, located in the Prater Magisterial District.

RESOLUTION

At a regular meeting of the Board of Supervisors of Buchanan County held in Grundy, Virginia this 3rd day of August, 2026 it was duly moved and seconded that:

WHEREAS, Route 83, Lovers Gap Road, near the intersection of State Route 744, Southern Gap Road located in the Prater Magisterial District is traveled by motorists at a high rate of speed creating a hazard to the health, lives and property of citizens living in the area, as well an issue of sight distance in this area, and

NOW, THEREFORE, BE IT RESOLVED, this Board requests that the Virginia Department of Transportation conduct a feasibility study concerning posting speed limits in the above-mentioned area.

Adopted this the 3rd day of August, 2026.

Recorded Vote
Moved by: Craig Stiltner
Seconded by: Lee Dotson
Yeas: Seven
Nays: Zero

A COPY TEST:

Robert C. Horn, County Administrator

_____ 000 _____

IN RE: PUBLIC COMMENTS - CONSIDER CLOSING LITTLE PRATER ROAD AT THE INTERSECTION OF STATE RT. 617

Trey Adkins, Knox District Supervisor stated G. Roger Rife has been wanting something done on Little Prater Road, because it was unsafe in places. Now, we have a consolidated school on Southern Gap and this road still needs repairs. I think the road should be closed at the top, until we can fix it, stated Mr. Adkins.

Is this something we can do, he asked? Little Prater Road will be critical if kids from the school starts traveling it, stated Mr. Adkins.

G. Roger Rife, South Grundy District Supervisor stated we could condemn it, so we can fix the road. I think the young kids starting to drive it's going to be dangerous, since they think they're the best drivers, he stated.

I've seen eight accidents to go into the creek near my house, stated Mr. Rife. Now, we have industry on the mountain, Skyes Enterprises, Paul's Repair, VEC, etc. Everyone comes down Little Prater, since it's the fastest route to Grundy. Little Prater Road can be a very serious problem, he stated.

After a general discussion by the board upon motion by Trey Adkins seconded Lee Dotson and a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, David Rose, Jeff Cooper, G. Roger Rife, Tim Hess, Craig Stiltner and zero (0) nays, this board did hereby request L. Lee Moise, County Attorney to research to see if a public hearing is required in closing the top of Little Prater Road on an emergency basis to do some repairs and report back to the board of supervisors at the next meeting.

Mr. Moise stated several years ago the board tried to do a Little Prater By-Pass Project to widen the roadway, but one property owner refused to sell. We need to look at the design again.

_____ 000 _____

IN RE: PUBLIC COMMENTS – TERRY COLLEY, RESIDENT

Terry Colley, resident suggested leaving the real estate tax rate at .39 cents on \$100.00 for senior citizens 65 years old and older. I understand the county is going through a reassessment currently, so if it becomes necessary to leave the real estate tax

rate at .39 cents for senior citizens. The biggest part of residents in Buchanan County is 65 or older, he stated.

L. Lee Moise, County Attorney stated I'll check into the criteria for senior citizens.

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IN RE: PUBLIC HEARING – 6:30 P.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED ADOPTION OF AN ORDINANCE ENTITLED: “AN ORDINANCE TO ESTABLISH PAYMENT OF A ONE-TIME 2.0 PERCENT BONUS OF BASE SALARY FOR BUCHANAN COUNTY DEPARTMENT OF SOCIAL SERVICE (LDSS) FOR LDSS EMPLOYEES.” SAID BONUSES ARE BEING PAID FROM STATE-SUPPORTED LOCAL EMPLOYEE BONUS IN THE PERSONNEL & FRINGE ACCOUNT FOR FY 26

Tim Hess, Chairman opened the public hearing for comments.

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

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INRE: CONSIDER ADOPTING THE ORDINANCE ENTITLED: “AN ORDINANCE TO ESTABLISH PAYMENT OF A ONE-TIME 2.0 PERCENT BONUS OF BASE SALARY FOR BUCHANAN COUNTY DEPARTMENT OF SOCIAL SERVICE (LDSS) FOR LDSS EMPLOYEES.” SAID BONUSES ARE BEING PAID FROM STATE-SUPPORTED LOCAL EMPLOYEE BONUS IN THE PERSONNEL & FRINGE ACCOUNT FOR FY 26.

After a general discussion by the board upon motion by Lee Dotson seconded Trey Adkins and a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, Craig Stiltner, Tim Hess, David Rose, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby adopt the following ordinance entitled: “An Ordinance to Establish Payment of a One-Time 2.0 percent bonus of base salary for Buchanan County Department of Social Service (LDSS) for LDSS employees.” Said bonuses are being paid from State-Supported Local Employee Bonus in the Personnel & Fringe account for FY 26.

ORDINANCE

“AN ORDINANCE TO ESTABLISH PAYMENT OF A ONE TIME 2.0% BONUS FOR BUCHANAN COUNTY DEPARTMENT OF SOCIAL SERVICES (LDSS) EMPLOYEES

Section - Bonus Authorized

- A. A one-time bonus in the amount of 2.0% is hereby authorized to be paid to Buchanan County Department of Social Services (LDSS) employees. Said bonuses are being paid from State-Supported Local Employee Bonus in the Personnel & Fringe account for FY 26. The funding for the bonus is from a combination of funds from the Commonwealth of Virginia in the amount of \$60,477.00 and a local contribution of \$9,415.79 from Buchanan County, Virginia.
- B. The bonus must be paid and reimbursed in FY 2025- 2026. A local ordinance regarding payment of bonuses must be in place per the Code of Virginia section 15.2-1508 to provide a bonus.

§ 15.2-1508. BONUSES FOR EMPLOYEES OF LOCAL GOVERNMENTS. Notwithstanding any contrary provision of law, general or special, the governing body of any locality may provide for payment of monetary bonuses to its officers and employees. The payment of a bonus shall be authorized by ordinance.

This ordinance was adopted by a roll call vote on the 3rd day of August 2026.

Motion made by: Lee Dotson
Seconded by: Trey Adkins
David Rose yea
Tim Hess yea
Jeff Cooper yea
Craig Stiltner yea
Trey Adkins yea
Lee Dotson yea
Roger Rife yea

By: _____
Tim Hess, Chairman
Buchanan County, Virginia Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

_____ 000 _____

IN RE: PUBLIC HEARING – 6:45 P.M. – TO HEAR PUBLIC COMMENTS ON THE PROPOSED ADOPTION OF AN ORDINANCE REGARDING CHAPTER 88, TAXATION OF THE BUCHANAN COUNTY CODE TO AMEND SECTION 88-32, RETURNS

Tim Hess, Chairman opened the public hearing for comments.

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

**IN RE: CONSIDER ADOPTING THE ORDINANCE REGARDING
CHAPTER 88, TAXATION OF THE BUCHANAN COUNTY CODE
TO AMEND SECTION 88-32, RETURNS**

After a general discussion by the board upon motion of Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, David Rose, Jeff Cooper, G. Roger Rife, Tim Hess, Craig Stiltner and zero (0) nays, this board did hereby adopt the following ordinance regarding Chapter 88, Taxation of the Buchanan County Code to amend section 88-32, Returns.

Chapter 88, Taxation

Section 88-32. Returns

Every coal producer and every person engaged in the business of severing oil or gas from the earth required to pay any of the taxes imposed by this article shall, on or before the 20th day of each month, transmit to the Commissioner of Revenue, upon a form furnished by the Commissioner, a completed return showing such information as the Commissioner of Revenue may require, including (i) the quantities of coal, oil, and gas produced from each mining operation, (ii) the gross receipts from all coal, oil, and gas severed from each mining operation during the immediately preceding calendar month, and (iii) any deductions that have been applied in calculating gross receipts. At the request of the Commissioner of Revenue, coal producers and persons engaging in the business of severing oil or gas shall provide the names and addresses of any owners or other persons participating in each mining operation, any persons who are members of an affiliated group of which the operator is a member and to whom the coal, oil, or gas was sold or placed into transit for shipment from the County, and all persons having an economic interest in the mining operation. In the event that any date on which a return is to be filed falls upon a Saturday, Sunday, legal holiday, or other date on which the County Courthouse is closed, then the time for the filing of such return shall be extended until the next day that the Commissioner of Revenue's office is open for business.

If a taxpayer is unable, despite the exercise of reasonable diligence, to determine the actual quantities produced, gross receipts, deductions, or tax due by the filing deadline prescribed herein, the taxpayer shall timely file a return utilizing estimated figures, including a return reporting zero production, zero gross receipts, or zero tax liability, solely for the purpose of complying with the filing requirements of this section. Any such return shall be amended and supplemented with accurate information as soon as reasonably possible after the taxpayer obtains the actual information necessary to complete the return. In no event shall such amended return be filed later than ninety (90) days after the original filing deadline, nor later than ten (10) days after the taxpayer receives the actual production, sales, receipt, or tax information necessary to accurately complete the return, whichever occurs first. A return filed utilizing estimated figures or reporting zero production, zero gross receipts, or zero tax liability shall be deemed incomplete until amended in

accordance with this section. Failure to timely file the required amended return shall constitute a failure to file a required return under this article and shall subject the taxpayer to any applicable penalties, interest, and enforcement remedies provided herein.

Nothing herein shall be construed to extend the due date for the payment of any tax imposed by this article, and any additional tax determined to be due upon amendment shall be subject to applicable interest and penalties as otherwise provided by law.

This return shall be made under oath and subject to the penalty for perjury. The Commissioner of Revenue shall transmit to the County Treasurer forthwith all records related to the taxes owed by and the payments received from each coal producer and each person engaged in the business of severing gas or oil from the earth.

Section 88-33, Payment of tax; penalty and interest on delinquencies

A. At the time of transmitting the return required by § 88-32 to the Commissioner of Revenue, the coal producer or person engaged in the business of severing oil or gas from the earth shall remit to the County Treasurer therewith the amount of tax due under the applicable provisions of this article. Failure to remit such tax by the deadline for filing the return required by § 88-32 shall cause such tax to become delinquent.

B. A penalty of 10% of the tax may be imposed upon the failure to file an application for a license or the failure to pay the required tax by the appropriate due dates set forth in this article. Only the late filing penalty shall be imposed by the Commissioner of Revenue if both the application and tax payment are late; however, both penalties may be assessed if the Commissioner of Revenue determines that the taxpayer has a history of noncompliance. In the case of an assessment of additional tax made by the Commissioner of Revenue, if the application and, if applicable, the return were made in good faith and the understatement of the tax was not due to any fraud or reckless or intentional disregard of the law by the taxpayer, there shall be no late payment penalty assessed with the additional tax. If any assessment of tax by the Commissioner of Revenue is not paid within 30 days, the County Treasurer may impose a 10% late payment penalty. If the failure to file or pay was not the fault of the taxpayer, the penalties shall not be imposed, or if imposed, shall be abated by the County Treasurer. In order to demonstrate lack of fault, the taxpayer must show that he acted responsibly and that the failure was due to events beyond his or her control.

"Acted responsibly" means that: (i) the taxpayer exercised the level of reasonable care that a prudent person would exercise under the circumstances in determining the filing obligations for the business and (ii) the taxpayer undertook significant steps to avoid or mitigate the failure,

such as requesting appropriate extensions (where applicable), attempting to prevent a foreseeable impediment, acting to remove an impediment once it occurred, and promptly rectifying a failure once the impediment was removed or the failure discovered.

"Events beyond the taxpayer's control" include, but are not limited to, the unavailability of records due to fire or other casualty; the unavoidable absence (e.g., due to death or serious illness) of the person with the sole responsibility for tax compliance; or the taxpayer's reasonable reliance in good faith upon erroneous written information from the assessing official who was aware of the relevant facts relating to the taxpayer's business when he provided the erroneous information.

- C. Interest shall be charged on the late payment of the tax from the due date until the date paid without regard to fault or other reason for the late payment. Whenever an assessment of additional or omitted tax by the Commissioner of Revenue is found to be erroneous, all interest and any penalties charged and collected on the amount of the assessment found to be erroneous shall be refunded together with interest on the refund from the date of payment or the due date, whichever is later. Interest shall be paid on the refund of any tax from the date of payment or due date, whichever is later, whether attributable to an amended return or other reason. However, no interest shall be paid on a refund or charged on a late payment, provided the refund or the late payment is made not more than 30 days from the date of the payment that created the refund or the due date of the tax, whichever is later. Interest charged on any late payment or paid on any refund shall be calculated at the same rate charged under Virginia Code § 58.1-3916. No interest shall accrue on an adjustment of estimated tax liability to actual liability at the conclusion of a base year.
- D. The County Treasurer and the Commissioner of Revenue shall reconcile their records monthly concerning the identities of taxpayers, amounts received, outstanding taxes due, and, if applicable, any arrangements made by the County Treasurer for payment of delinquent taxes.

This Ordinance was adopted by a roll call vote on the 3rd day of August 2026.

Motion made by: Craig Stiltner
Seconded by: Trey Adkins
David Rose yea
Tim Hess yea
Jeff Cooper yea
Craig Stiltner yea
Trey Adkins yea
Lee Dotson yea
Roger Rife yea

By: _____
Tim Hess, Chairman
Buchanan County, Virginia Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

_____ 000 _____

**IN RE: CONSIDER ADOPTING THE RESOLUTION ACCEPTANCE OF
DEED BY AND BETWEEN DENNIS ALLAN RAMEY AND
CAROL ANN RAMEY, HUSBAND AND WIFE AND BUCHANAN
COUNTY, VIRGINIA AS PART OF THE U.S. ARMY CORPS OF
ENGINEERS NON-STRUCTURAL PROJECT**

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

RESOLUTION

**IN RE: ACCEPTANCE OF DEED BY DENNIS ALLAN RAMEY AND CAROL
ANN RAMEY, 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 260000753 between Dennis Allan Ramey and Carol Ann Ramey, 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. 3302.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of August, 2026 by a roll call vote of seven for and zero against.

Tim Hess, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CONSIDER RATIFYING THE CONTRACTS FOR AGRONOMIC
SERVICES FOR WILLOWBROOK GOLF COURSE AND
POPLAR GAP ATHLETIC FIELDS BETWEEN QUENT’S
CUSTOM CARE, LLC AND BUCHANAN COUNTY, VIRGINIA,
EFFECTIVE JULY 1, 2026**

After a general discussion by the board upon motion by Jeff Cooper seconded David Rose and a roll call vote of seven (7) yeas, Trey Adkins, Lee Dotson, David Rose, Jeff Cooper, G. Roger Rife, Tim Hess, Craig Stiltner and zero (0) nays, this board did hereby ratify the Contracts for agronomic services for Willowbrook Golf Course and Poplar Gap Athletic Fields between Quent’s Custom Care, LLC and Buchanan County, Virginia, effective July 1, 2026.

CONTRACT

THIS AGREEMENT, made and entered into this the 1st day of July, 2026 by and between **BUCHANAN COUNTY**, a political subdivision of the Commonwealth of Virginia, (hereinafter sometimes referred to as “County”) party of the first part, and **QUENT’S CUSTOM CARE, 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 general turf maintenance for the Willowbrook Golf Course in Buchanan County, Va. pursuant scope of services contained within "Request for Proposals" and made a part of this contract by reference thereto, as **Exhibit “A” and the Contractor’s Proposal**, made a part of this contract by reference thereto, as Exhibit “B”, copies of which are attached hereto.

II

The Contractor agrees to perform and complete or cause to be performed or completed all such comprehensive agronomic program with the techniques and methods of provided for by applicable law, the standards of the turf maintenance industry, and the specifications referenced above. The Contractor further agrees that all equipment and materials used in the providing of the agronomic program 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 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 County.

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

V

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

VI

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement according to **"Request for Proposal" Exhibit "A and the Contractor's Proposal, Exhibit "B"** and pursuant to the annual rate schedule attached hereto and made a part of this contract as **Exhibit "C"**, with a not to exceed a total annual amount of **\$15,000.00**. **The term of this contract shall be for an initial one-year term contract (July 1, 2026 through June 30, 2027) with the County's option for two one-year renewals (July 1, 2027 through June 30, 2028 and**

July 1, 2028 through June 30, 2029). The renewals will be subject to the County's right to go out for bid and/or proposal each year upon thirty (30) days' written notice to the Contractor. If the County does not issue the written notice to go back out for bids or proposals, then this contract shall automatically renew annually for an additional one-year term on the same terms and conditions, with a maximum of two such automatic renewals.

VII

A. Anything in this Agreement to the contrary notwithstanding, the payment above set forth shall not become due and payable to the Contractor until thirty (30) days after the satisfactory completion of work billed for and if applicable, not 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 scheduled work and the receipt of the materials described in Paragraph 7 A herein.

C. In the event of a dispute between the Contractor and a subcontractor, if applicable, and regardless of any other language herein, the Contractor may still be paid in full if he provides the County with written notice of the reason for nonpayment. Upon being paid in full the Contractor shall take one of the two following actions within seven (7) days after having received payment from the County:

1. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under the contract; or
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

D. An individual contractor shall provide his social security number to the County and proprietorships, partnerships, and corporations shall provide their federal employer identification numbers to the County.

E. The contractor shall be obligated to pay interest to any subcontractor, if applicable, on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor under this contract, except for amounts withheld as allowed in subdivision

C2 of this section.

F. Interest shall accrue at the legal rate.

G. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

H. The contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

VIII

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

IX

In the event that the Contractor fails to complete the work required of him under this Agreement or abandons the said work or in any other way is in default of performance hereunder, the Board and its agents shall have the right to enter upon the premises upon, which the work is being done and take possession thereof and of any material thereon, whether supplied by the Contractor or otherwise, and use such material and complete the said Agreement through workmen or contractors or subcontractors employed by the Contractor, or otherwise 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 federal, state and local laws, ordinances, rules and regulations now in force or hereafter adopted and shall obtain all permits, licenses and consents required by such laws, ordinances, rules and regulations.

XI

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

- A. 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
- C. During the performance of this contract, the Contractor will:
1. Provide a drug-free workplace for the Contractor's employees;
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- D. In the event of the Contractor's noncompliance with this section of this Contract, (Section XI), this agreement may be cancelled, terminated or suspended, in whole or part, and the Contractor may be declared ineligible for further Agreements and such other

sanctions may be imposed and remedies invoked as otherwise provided by law.

XII

The Contractor shall, at all times, maintain the appropriate licensure and certifications that 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 there has been compliance with Virginia Code section 2.2-4309.

XIV

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

XV

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 and only after prior written approval by the Board of Supervisors.

XVI

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.

XVII

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.

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 the cost of submitting the proposal or for any amount other than the fair market value of the agronomic services and materials provided and completed by the Contractor pursuant to this Contract as of the time of the cancellation.

XIX

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.

XX

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.

XXI

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: _____
Tim Hess, Chairman

ATTEST:

Robert Craig Horn, County Administrator

APPROVED AS TO FORM ONLY:

Lawrence L. Moise III, County Attorney

CONTRACTOR: Quent's Custom Care, LLC.

By: _____
Quent Baria, Managing Partner

CONTRACT

THIS AGREEMENT, made and entered into this the 1st day of July, 2026 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, (hereinafter sometimes referred to as “**County**”) party of the first part, and **QUENT’S CUSTOM CARE, 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 general turf maintenance for the Athletic Fields at the Poplar Gap Park in Grundy, Virginia pursuant scope of services contained within "**Request for Proposals**" and make a part of this contract by reference thereto, as **Exhibit “A”** in Buchanan County, a copy of which is attached hereto and made a part hereof by reference.

II

The Contractor agrees to perform and complete or cause to be performed or completed all such turf maintenance work in accordance with the techniques and methods of provided for by applicable law, the standards of the turf maintenance industry, and the specifications referenced above. The Contractor further agrees that all equipment and materials used in providing of the agronomic program 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 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 under the supervision and direction of Buchanan County or its designated agents or employees. The Contractor will not subcontract any of the work described herein without the prior approval of the Buchanan County Board of

Supervisors. The Contractor will guarantee any work which would be performed by the sub-contractors. The Contractor further agrees to notify the County Administrator at least 24 hours before commencing work hereunder.

V

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

VI

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement according to **"Request for Proposal" Exhibit "A and the Contractor's Proposal, Exhibit "B"** and pursuant to the annual rate schedule attached hereto and made a part of this contract as **Exhibit "C"**, with a not to exceed a total annual amount of **\$15,864.00. The term of this contract shall be for an initial one-year term contract (July 1, 2026 through June 30, 2027) with the County's option for two one-year renewals (July 1, 2027 through June 30, 2028 and July 1, 2028 through June 30, 2029). The renewals will be subject to the County's right to go out for bid and/or proposal each year upon thirty (30) days' written notice to the Contractor. If the County does not issue the written notice to go back out for bids or proposals, then this contract shall automatically renew annually for an additional one-year term on the same terms and conditions, with a maximum of two such automatic renewals.**

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 work billed for and if applicable, not 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 scheduled work and the receipt of the materials described in Paragraph 7 A herein.

C. In the event of a dispute between the Contractor and a subcontractor, if applicable, and regardless of any other language herein, the Contractor may still be paid in

full if he provides the County with written notice of the reason for nonpayment. Upon being paid in full the Contractor shall take one of the two following actions within seven (7) days after having received payment from the County:

1. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under the contract; or
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

D. An individual contractor shall provide his social security number to the County and proprietorships, partnerships, and corporations shall provide their federal employer identification numbers to the County.

E. The contractor shall be obligated to pay interest to any subcontractor, if applicable, on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor under this contract, except for amounts withheld as allowed in subdivision C2 of this section.

F. Interest shall accrue at the legal rate.

G. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

H. The contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

VIII

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

IX

In the event that the Contractor fails to complete the work required of him under this Agreement or abandons the said work or in any other way is in default of performance hereunder, the Board and its agents shall have the right to enter upon the premises upon, which the work is being done and take possession thereof and of any material thereon, whether supplied by the Contractor or otherwise, and use such material and complete the

said Agreement through workmen or contractors or subcontractors employed by the Contractor, or otherwise 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 federal, state and local laws, ordinances, rules and regulations now in force or hereafter adopted and shall obtain all permits, licenses and consents required by such laws, ordinances, rules and regulations.

XI

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

- A.
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
- C. During the performance of this contract, the Contractor will:
 - 1. Provide a drug-free workplace for the Contractor's employees;
 - 2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is

prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and 4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

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

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

XII

The Contractor shall, at all times, maintain the appropriate licensures and certifications that 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 there has been compliance with Virginia Code section 2.2-4309.

XIV

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

XV

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 and only after prior written approval by the Board of Supervisors.

XVI

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.

XVII

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.

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 the cost of submitting the proposal or for any amount other than the fair market value of the agronomic services and materials provided and completed by the Contractor pursuant to this Contract as of the time of the cancellation.

XIX

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.

XX

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.

XXI

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: _____
Tim Hess, Chairman

ATTEST:

Robert Craig Horn, County Administrator

APPROVED AS TO FORM ONLY:

Lawrence L. Moise III, County Attorney

CONTRACTOR: QUENT'S CUSTOM CARE, LLC.,

By: _____
Quent Baria, Managing Partner

_____ 000 _____

**IN RE: CONSIDER APPROVING THE SOLE SOURCE NOTICE AND
RESOLUTION REGARDING THE AWARD OF REGARDING
THE AWARD OF CONTRACT TO SOUTHERN SOFTWARE, INC.
FOR THE RENEWAL OF ANNUAL SOFTWARE SUPPORT FOR
PSAWARE SUPPORT THROUGH THE CAD SYSTEM IN THE
AMOUNT OF \$3,825.00 FOR THE BUCHANAN COUNTY
SHERIFF'S OFFICE**

After a general discussion by the board upon motion by Trey Adkins seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, David Rose, Trey Adkins, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Sole Source Notice and Resolution regarding the award of regarding the award of Contract to Southern Software, Inc. for the renewal of Annual Software Support for PSAWare support through the CAD System in the amount of \$3,825.00 for the Buchanan County Sheriff's Office.

NOTICE

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

PLEASE TAKE NOTICE:

- 1) Due to issues of the unavailability of PSAware it has been determined that Southern Software, Inc. is the sole source for PSAware services through the County's Southern Software CAD Software.
- 2) The Buchanan County, Va., Board of Supervisors will consider a Resolution to approve and award the contract to Southern Software, Inc. for the PSAware, services through the annual software contract for Southern Software CAD Software in the amount of \$3,825.00 for a term of one year beginning August 1st, 2026 through July 31st, 2027 at its August 3rd, 2026 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 3rd day of August 3, 2026.

Robert Craig Horn, County Administrator
Buchanan County, Virginia

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

WHEREAS, prior to the issuance of an invitation to bid, Kenneth Ratliff, the Operations and Maintenance Manager conducted an investigation of potential vendors in regard to the contemplated procurement of PSAware Annual Subscription Contract for services provided by Southern Software, Inc.; and

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

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

WHEREAS, Southern Software, Inc. has provided a quote of Three Thousand Eight Hundred Twenty-Five Dollars and No Cents to provide the Annual PSAware services provided by Southern Software for a term of one year beginning August 1st, 2026 through July 31st, 2027; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Buchanan County, Va., Board of Supervisors and the County Administrator are hereby authorized to execute a Contract with Southern Software, Inc., as approved in form by the County Attorney, that provides PSAware services through the CAD System provided by Southern Software, Inc. for the purchase price of Three Thousand Eight Hundred Twenty-Five Dollars and No Cents (\$3,825.00). Be It Furthermore Resolved that the County

Administrator is directed to post a Notice as required by Virginia Code Section 2.2-4303(E) in the designated public area and on county website stating that the contract was awarded this day to Southern Software, Inc., in that only Southern Software, Inc.

This Resolution was adopted on the 3rd day of August, 2026.

Recorded Vote:	
Moved by: Trey Adkins	_____ Tim Hess, Chairman of the Buchanan
Seconded by: Jeff Cooper	County, Va. Board of Supervisors
Yeas: Seven	
Nays: Zero	ATTEST:

Robert Craig Horn, County Administrator

----- 000 -----

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

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

NOTICE

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

PLEASE TAKE NOTICE:

- 1) Due to issues of the unavailability of maintenance support services for Southern Software RMS software, it has been determined that Southern Software, Inc. is the sole source for an Annual Software Support for the Records Management System (RMS) for the Buchanan County’s Sheriff’s Department.

- 2) The Buchanan County, Va., Board of Supervisors will consider a Resolution to approve and award the contract to Southern Software, Inc. for an Annual Software Support of RMS contract for the Buchanan County Sheriff’s Department, at its August 3rd, 2026 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 3rd day of August, 2026.

Robert Craig Horn, County Administrator
Buchanan County, Virginia

RESOLUTION

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

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

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

WHEREAS, Southern Software, Inc. has provided a quote of Four Thousand-One Hundred Twenty-One Dollars and No Cents to provide annual additional Records Management System (RMS), annual software support is provided by Southern Software for a term of one year beginning August 1st, 2026 through July 31st, 2027; and

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

This Resolution was adopted on the 3rd day of August, 2026.

Recorded Vote:
Moved by: Trey Adkins
Seconded by: Jeff Cooper
Yeas: Seven

Tim Hess, Chairman of the
Buchanan County, Va. Board of Supervisors

Nays: Zero

ATTEST:

Robert Craig Horn, County Administrator

_____ 000 _____

**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION
IN THE AMOUNT OF \$251.54 TO BUCHANAN COUNTY PUBLIC
LIBRARY, ACCOUNT NUMBER 73010-6005 (JANITORIAL) FOR
FUNDING RECEIVED FROM CINTAS SETTLEMENT FUND**

After a general discussion by the board upon motion by Trey Adkins seconded Lee Dotson and a roll call vote of seven (7) yeas, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, David Rose, Trey Adkins, Jeff Cooper and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$251.54 to Buchanan County Public Library, account number 73010-6005 (janitorial) for funding received from Cintas Settlement fund.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION
IN THE AMOUNT OF \$4,466.09 TO BUCHANAN COUNTY
PUBLIC LIBRARY, ACCOUNT NUMBER 73010-8101
(COMPUTERS AND EQUIPMENT) FOR FUNDING RECEIVED
FROM ERATE REIMBURSEMENT**

After a general discussion by the board upon motion by Trey Adkins seconded David Rose and a roll call vote of seven (7) yeas, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, David Rose, Trey Adkins, Jeff Cooper and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$4,466.09 to Buchanan County Public Library, account number 73010-8101 (computers and equipment) for funding received from Erate reimbursement.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION
IN THE AMOUNT OF \$37,523.00 TO BUCHANAN COUNTY
HEAD START ACCOUNT NUMBER 32070-3000 FOR FUNDING
RECEIVED FOR THE LOSS OF FOUR SCHOOL BUSES, DUE TO
THE FLOOD THAT OCCURRED ON FEBRUARY 15TH, 2025**

After a general discussion by the board upon motion by Trey Adkins seconded Lee Dotson and a roll call vote of seven (7) yeas, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, David Rose, Trey Adkins, Jeff Cooper and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$37,523.00 to Buchanan

County Head Start account number 32070-3000 for funding received for the loss of four school buses, due to the flood that occurred on February 15th, 2025.

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IN RE: CONSIDER APPROVING THE SUBMISSION OF A ONE-TIME GRANT APPLICATION TO PURCHASE AN ACCESSIBLE BUS FOR THE BUCHANAN COUNTY HEAD START IN THE AMOUNT OF \$135,956.00

After a general discussion by the board upon motion by Trey Adkins seconded Jeff Cooper and a roll call vote of seven (7) yeas, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, David Rose, Trey Adkins, Jeff Cooper and zero (0) nays, this board did hereby approve the submission of a One-Time Grant Application to purchase an accessible bus for the Buchanan County Head Start in the amount of \$135,956.00.

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IN RE: CONSIDER APPROVING THE SUBMISSION OF \$2,272,543.00 FOR THE FY 27 REFUNDING/CONTINUATION GRANT APPLICATION FOR BUCHANAN COUNTY HEAD START

After a general discussion by the board upon motion by Trey Adkins seconded Jeff Cooper and a roll call vote of seven (7) yeas, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, David Rose, Trey Adkins, Jeff Cooper and zero (0) nays, this board did hereby approve the submission of \$2,272,543.00 for the FY 27 Refunding/Continuation Grant Application for Buchanan County Head Start.

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IN RE: CONSIDER SCHEDULING A PUBLIC HEARING FOR MONDAY, SEPTEMBER 14TH AT 6:15 P.M. REGARDING THE NAMING OF THE ROADWAY COMING OFF OF OLD GREENBRIER ROAD TO STATE ROUTE 744 AT SOUTHERN GAP

After a general discussion by the board upon motion by Jeff Cooper seconded David Rose and a roll call vote of seven (7) yeas, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, David Rose, Trey Adkins, Jeff Cooper and zero (0) nays, this board did hereby approve to schedule a public hearing for Monday, September 14th at 6:15 p.m. to hear public comments regarding the naming of the roadway coming off of Old Greenbrier Road to State Route 744 at Southern Gap.

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IN RE: CONSIDER APPROVING BIDS FOR GENERAL OFFICE AND DATA PROCESSING SUPPLIES USED BY COUNTY DEPARTMENTS AND OFFICES

After a general discussion by the board upon motion by Trey Adkins seconded by

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

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IN RE: CONSIDER APPROVING BIDS FOR JANITORIAL SUPPLIES USED BY COUNTY DEPARTMENTS AND OFFICES; 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 Trey Adkins seconded Jeff Cooper and a 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 the lowest responsive responsible bids for janitorial supplies used by county departments and offices and 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 THE 2026-2027 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

After a general discussion by the board upon motion by Lee Dotson seconded by Craig Stiltner and with a 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 the 2026-2027 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 ACCEPTING THE RESIGNATION FROM TIM HESS ON THE CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY AND CONSIDER APPOINTMENT TO FILL HIS UNEXPIRED TERM

After a general discussion by the board upon motion of Craig Stiltner seconded by Lee Dotson and with a 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 accept the resignation from Tim Hess on the Cumberland Plateau Regional Waste Management Authority Board of Directors.

Upon motion by Lee Dotson seconded by Trey Adkins and with a 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 appoint David Rose to fill Mr. Hess’s unexpired term of the Cumberland Plateau Regional Waste Management Authority Board of Directors.

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IN RE: CONSIDER ACCEPTING THE RESIGNATION FROM BILLIE S. CAMPBELL, III ON THE SOUTHWEST REGIONAL RECREATIONAL AUTHORITY BOARD OF DIRECTORS (SRRA) AND CONSIDER APPOINTMENT TO THIS BOARD

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, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, David Rose, Trey Adkins and zero (0) nays, this board did hereby accept the resignation from Billie Campbell as a representative for Buchanan County to the Southwest Regional Recreation Authority Board of Directors and appointed Craig Stiltner to be the representative for Buchanan County.

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IN RE: CONSIDER APPOINTMENT TO THE BUCHANAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY BOARD OF DIRECTORS FOR THE NORTH GRUNDY MAGISTERIAL DISTRICT TO FILL THE UNEXPIRED TERMS OF THE PREVIOUS BOARD MEMBER

After a general discussion by the board upon motion by Trey Adkins seconded by David Rose with a 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 appoint Ryan Clevinger to the Buchanan County Industrial Development Authority Board of Directors for the North Grundy Magisterial District to fill the unexpired term of Tim O’Quinn.

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IN RE: CONSIDER APPOINTMENT TO THE BUCHANAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY BOARD OF DIRECTORS FOR THE HURRICANE MAGISTERIAL DISTRICT TO FILL THE UNEXPIRED TERMS OF THE PREVIOUS BOARD MEMBER

After a general discussion by the board upon motion by Trey Adkins seconded by David Rose with a 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 appoint Jody Sykes to the Buchanan County Industrial Development Authority Board of Directors for the Hurricane Magisterial District to fill the unexpired term of Harry Presley.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION
IN THE AMOUNT OF \$1 MILLION TO BUCHANAN COUNTY
PUBLIC SERVICE AUTHORITY TO ASSIST WITH CASH FLOW
NEEDS ASSOCIATED WITH ONGOING INFRASTRUCTURE
AND UTILITY IMPROVEMENT PROJECTS THROUGHOUT
THE COUNTY**

L. Lee Moise, County Attorney stated if the board approves \$1 million to the Buchanan County Public Service Authority (PSA), the board will be required to schedule a public hearing because the additional appropriation will go over the 1 percent of the county’s budget. This is due because of the other additional appropriations on the agenda this evening.

G. Roger Rife, South Grundy District Supervisor stated we’ve already given the PSA their budgeted funding. Now, they want another \$1 million.

Trey Adkins, Knox District Supervisor stated the PSA doesn’t have a budget issue only flood related issues. We had a \$12 million sewer line problem.

Tim Hess, Chairman stated the PSA has to wait 30 days to get reimbursed for damages.

After a general discussion by the board upon motion by Trey Adkins seconded by Jeff Cooper with a roll call vote of five (5) yeas, Jeff Cooper, Lee Dotson, G. Roger Rife, Craig Stiltner, Trey Adkins zero (0) nays and two (2) abstentions, Tim Hess and David Rose, this board did hereby approve an additional appropriation and to issue a check in the amount of \$750,000 to Buchanan County Public Service Authority to assist with cash flow needs associated with ongoing infrastructure and utility improvement projects throughout the county.

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**IN RE: CONSIDER ADVERTISING REQUEST FOR PROPOSALS (RFP’S)
FOR AUDITING SERVICES AND PRE-AUDITING SERVICES
FOR BUCHANAN COUNTY FOR YEARS ENDING JUNE 30TH,
2027, JUNE 30TH, 2028 AND JUNE 30TH, 2029 AND APPOINT A
COMMITTEE TO REVIEW THE RFP’S RECEIVED**

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner with a 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 advertise a Request for Proposals (RFP's) for auditing services and pre-auditing services for Buchanan County for years ending June 30th, 2027, June 30th, 2028 and June 30th, 2029 and appointed Robert C. Horn, Tim Hess and Lee Moise to the committee to review the RFP's received.

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**IN RE: CONSIDER APPROVING A CONTRIBUTION IN THE AMOUNT
OF \$40,000 TO SOUTHERN GAP HIGH SCHOOL FROM FY
2026/2027 BUDGET**

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner with a 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 a contribution in the amount of \$40,000 to Southern Gap High School from FY 2026/2027 budget.

After a general discussion by the board upon motion by Trey Adkiins seconded by Craig Stiltner with a 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 change the name of the budget line item from Buchanan County Athletic Program account to Southern Gap High School Athletic Account.

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**IN RE: CONSIDER APPROVING A CONTRIBUTION IN THE AMOUNT
OF \$5,500.00 TO CLINCH INDEPENDENT LIVING SERVICES,
INC. AND FROM WHAT ACCOUNT TO BE PAID**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner, David Rose, Trey Adkins and zero (0) nays, this board did hereby approve a contribution in the amount of \$5,500 to Clinch Independent Living Services, Inc. from Trey Adkins Athletic Center.

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**IN RE: CONSIDER APPROVING A CONTRIBUTION IN THE AMOUNT
OF \$1,000.00 TO WHITEWOOD VOLUNTEER FIRE
DEPARTMENT AND FROM WHAT ACCOUNT TO BE PAID**

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner with a 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 a contribution in the amount of \$1,000 to Whitewood Volunteer Fire Department from Garden District Park and Recreation account.

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**IN RE: CONSIDER APPROVING A CONTRIBUTION IN THE AMOUNT
OF \$21,000 TO TOWN OF GRUNDY FOR STREET PAVING AND
MAINTENANCE WITHIN THE TOWN AND FROM WHAT
ACCOUNT TO BE PAID**

After a general discussion by the board upon motion by G. Roger Rife seconded by Craig Stiltner with a roll call vote of six (6) yeas, G. Roger Rife, Jeff Cooper, David Rose, Tim Hess, Lee Dotson, Craig Stiltner, zero (0) nays and one (1) abstention, Trey Adkins, this board did hereby approve a contribution in the amount of \$21,000 to the Town of Grundy for street paving and maintenance within the Town of Grundy.

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**IN RE: CONSIDER APPROVING A CONTRIBUTION IN THE AMOUNT
OF \$4,000 TO PRATER VOLUNTEER FIRE AND RESCUE AND
FROM WHAT ACCOUNT TO BE PAID**

After a general discussion by the board upon motion by David Rose seconded by Jeff Cooper with a 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 a contribution in the amount of \$4,000 to Prater Volunteer Fire and Rescue to be paid from Prater District Highways, Streets and Bridges.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION
IN THE AMOUNT OF \$7,534.00 TO APPALACHIAN AGENCY
FOR SENIOR CITIZENS (AASC) FOR A 1% MATCH FUNDS
AND TO ISSUE A CHECK TO AASC**

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper with a 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 an additional appropriation in the amount of \$7,534.00 to Appalachian Agency for Senior Citizens (AASC) for a 1% match funds and to issue a check to AASC.

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**IN RE: CONSIDER RATIFYING THE AWARD OF THE SOLE SOURCE
NOTICE AND RESOLUTION REGARDING THE CONTRACT TO
BIS DIGITAL, INC. FOR THE INSTALLATION OF NEW DSP
AND DANTE; DCR SOFTWARE UPDATES, MAINTENANCE
AND SUPPORT FOR THE BUCHANAN COUNTY CIRCUIT
COURT**

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson with a 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 ratify the award of Contract to BIS Digital, Inc. and the Sole Source Notice and Resolution for the installation of new DSP and Dante; DCR Software updates, maintenance and support for the Buchanan County Circuit Court.

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**IN RE: CONSIDER AN ADDITIONAL APPROPRIATION IN THE
AMOUNT OF \$10,000 TO SECTION 8 HOUSING, ACCOUNT
NUMBER 51020-9110 FOR FUNDING RECEIVED FOR THE
VOUCHER PROGRAM**

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper with a 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 an additional appropriation in the amount of \$10,000 to Section 8 Housing, account number 51020-9110 for funding received for the Voucher Program.

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**IN RE: CONSIDER ADOPTING THE BUCHANAN COUNTY
WHISTLEBLOWER PROTECTION POLICY**

. After a general discussion by the board upon motion by Lee Dotson seconded by Jeff Cooper with a 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 adopt the following Buchanan County Whistleblower Protection Policy:

**BUCHANAN COUNTY, VIRGINIA
Whistleblower Protection Policy
Effective Date:** August 3, 2026

I. Purpose

Buchanan County is committed to conducting the public's business with honesty, integrity, accountability, and in compliance with all applicable federal, state, and local laws, regulations, grant requirements, and County policies.

The purpose of this policy is to encourage County employees, officials, volunteers, and others performing work on behalf of the County to report, in good faith, suspected misconduct or violations of law without fear of retaliation.

II. Policy Statement

The County expects all employees and officials to maintain the highest ethical standards in the performance of their duties.

Any individual who becomes aware of conduct that he or she reasonably believes constitutes fraud, waste, abuse, mismanagement, unlawful activity, misuse of public funds or property, conflicts of interest, substantial violations of County policy, or other improper governmental activity is encouraged to report the matter pursuant to this policy.

III. Scope

This policy applies to:

- All County employees;
- Constitutional officers' employees to the extent the constitutional officer elects to adopt or participate in this policy;
- Appointed officials;
- Volunteers;
- Interns;
- Contractors, consultants, vendors, and grant subrecipients performing work for or on behalf of Buchanan County.

Nothing in this policy alters the independent constitutional authority of Virginia constitutional officers.

IV. Reportable Conduct

Examples of reportable conduct include, but are not limited to:

- Violations of federal, state, or local law;
- Fraud, theft, embezzlement, or misuse of public funds;
- Waste or abuse of County resources;
- Falsification of official records or reports;
- Serious violations of County policy;
- Conflicts of interest or unethical conduct;
- Procurement irregularities;
- Grant compliance violations;
- Abuse of authority;
- Retaliation against an individual for making a protected report;
- Conduct that creates a substantial risk to public health or safety.

- Gross mismanagement, gross waste of public funds, or a substantial abuse of governmental authority.

This policy is not intended to replace routine personnel grievances or complaints regarding day-to-day supervision, which should be addressed through applicable personnel policies.

V. Reporting Procedures

Individuals are encouraged to report concerns as soon as reasonably practicable.

Reports may be made to:

- The employee's immediate supervisor;
- Any department head;
- The County Administrator;
- The County Attorney;

If the allegation concerns the employee's supervisor, the report should be made to another reporting official listed above.

If the allegation concerns the County Administrator, the report may be made directly to the Chairman of the Buchanan County Board of Supervisors or the County Attorney.

If the allegation concerns the County Attorney, the report may be made directly to the Chairman of the Buchanan County Board of Supervisors or the County Administrator.

Nothing in this policy prohibits an individual from reporting suspected violations directly to an appropriate governmental agency or law enforcement authority when authorized or required by law.

Reports may be made verbally or in writing. Individuals are encouraged to provide sufficient information to permit an appropriate investigation.

VI. Good Faith Reporting

Reports must be made in good faith.

A good faith report is one made with a reasonable belief that the information disclosed indicates misconduct or a violation of law or policy.

A report ultimately determined to be unsubstantiated does not violate this policy if it was made in good faith.

Knowingly false, malicious, or reckless allegations may result in disciplinary action, up to and including termination of employment, consistent with applicable law and County policy.

VII. Confidentiality

The County will make reasonable efforts to protect the identity of individuals making reports and to maintain confidentiality to the extent permitted by law and consistent with conducting a thorough investigation.

Absolute confidentiality cannot be guaranteed where disclosure is required by law or necessary to conduct an effective investigation.

Anonymous reports may be accepted; however, anonymity may limit the County's ability to investigate or obtain additional information.

VIII. Investigation

The County Administrator, or his or her designee, shall coordinate the review and investigation of reports made under this policy unless the allegation involves the County Administrator. If the allegation involves the County Administrator, the Chairman of the Buchanan County Board of Supervisors, in consultation with legal counsel as appropriate, shall determine the appropriate individual to coordinate the review and investigation. If the allegation involves the County Attorney, the County Administrator shall designate another appropriate official or outside legal counsel, as appropriate, to coordinate or assist with the investigation.

When appropriate, the County Attorney, law enforcement, auditors, or other appropriate officials may participate in the investigation.

Reports involving potential criminal conduct, misuse of grant funds, procurement violations, or financial irregularities shall be referred to the appropriate authorities when warranted.

The County will take appropriate corrective action when an investigation substantiates misconduct.

IX. Protection Against Retaliation

Buchanan County strictly prohibits retaliation against any individual who, in good faith:

- Reports suspected misconduct;
- Assists in an investigation;
- Cooperates with auditors, investigators, or law enforcement; or
- Refuses to participate in unlawful conduct.

Retaliation includes, but is not limited to:

- Termination;
- Demotion;
- Reduction in pay;
- Harassment;
- Intimidation;
- Unwarranted disciplinary action; or
- Any other materially adverse employment action taken because an individual made or participated in a protected report.

Any employee who engages in retaliation is subject to disciplinary action, up to and including termination of employment.

X. False Reports

This policy is intended to encourage the reporting of legitimate concerns.

Individuals who knowingly make false allegations or intentionally provide materially false information during an investigation may be subject to disciplinary action.

XI. Relationship to Other Policies

This policy supplements, and does not replace, any other applicable County policies, procedures, or reporting requirements established by law, regulation, or grant conditions.

Nothing in this policy limits an employee's rights under applicable federal or Virginia law.

XII. Administration

The County Administrator is responsible for administering this policy and ensuring appropriate procedures exist for receiving, documenting, investigating, and resolving reports.

The County Attorney shall provide legal guidance regarding the interpretation and implementation of this policy.

Adopted by the Buchanan County Board of Supervisors this 3rd day of August, 2026, by roll call vote, as follows:

Motion by: Lee Dotson

Second by: Jeff Cooper

David Rose: yea

Tim Hess: yea

Tim Hess, Chairman

Buchanan County, Va. Board of Supervisors

Jeff Cooper: yea
Roger Rife: yea
Lee Dotson: yea
Trey Adkins: yea
Craig Stiltner: yea

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 Craig Stiltner with a 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 the following additional appropriations:

- Additional appropriation in the amount of \$126.30 to the Circuit Court Clerk’s Office, account number 21060-3320;
- Additional appropriation in the amount of \$90.39 to the Circuit Court Clerk’s Office, account number 21060-3320;
- Additional appropriation in the amount of \$3,412.01 to the Buchanan County Sheriff’s Office, account number 31020-6009 (vehicle and power equipment);
- Additional appropriation in the amount of \$10,881.97 to the Buchanan County Sheriff’s Office, account number 31020-6009 (vehicle and power equipment);
- Additional appropriation in the amount of \$250.00 to Prater Park and Rec., account number 71040-5604-05;
- Additional appropriation in the amount of \$250.00 to Prater Park and Rec., account number 71040-5604-05;
- Additional appropriation in the amount of \$1,295.05 to County Athletic Field, account number 71040-5604-09;
- Additional appropriation in the amount of \$700.00 to County Athletic Field, account number 71040-5604-09;
- Additional appropriation in the amount of \$769.71 to County Athletic Field, account number 71040-5604-09;
- Additional appropriation in the amount of \$1,446.31 to County Athletic Field, account number 71040-5604-09;
- Additional appropriation in the amount of \$339.71 to County Athletic Field, account number 71040-5604-09;
- Additional appropriation in the amount of \$1,017.42 to County Athletic Field, account number 71040-5604-09;
- Additional appropriation in the amount of \$2,184.80 to County Athletic Field, account number 71040-5604-09;

- Additional appropriation in the amount of \$118.54 to County Athletic Field, account number 71040-5604-09;
- Additional appropriation in the amount of \$650.00 to Rocklick District Park and Rec., account number 71040-5604-06;
- Additional appropriation in the amount of \$150.00 to Rocklick District Park and Rec., account number 71040-5604-06;
- Additional appropriation in the amount of \$30.79 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$189.08 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$206.04 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$100.00 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$6,210.65 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$82.07 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$156.66 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$40.75 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$436.10 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$521.38 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$475.01 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$360.47 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$64.22 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$423.14 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$404.28 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$80.21 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$18.00 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$88.56 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$615.56 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$383.00 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$188.03 to Hurricane District (supplies), account number 71040-6022-02;

- Additional appropriation in the amount of \$202.57 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$429.18 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$149.51 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$80.94 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$131.80 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$208.12 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$2,837.37 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$287.70 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$684.05 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$11,747.47 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$578.28 to Hurricane District (supplies), account number 71040-6022-02;
- Additional appropriation in the amount of \$981.79 to Hurricane District (supplies), account number 71040-6022-02.

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IN RE: CONSIDER APPROVING THE ABATEMENT OF A PUBLIC NUISANCE STRUCTURE LOCATED AT 3587 OLD ROCKCLICK ROAD, BIG ROCK, VIRGINIA

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson and with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, David Rose, Craig Stiltner, Tim Hess, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve the abatement of a public nuisance structure located at 3587 Old Rocklick Road, Big Rock, Virginia.

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IN RE: CONSIDER FILING A COMPLAINT IN BUCHANAN COUNTY CIRCUIT COURT IN REGARDS TO THE ABATEMENT OF THE PUBLIC NUISANCE STRUCTURE LOCATED AT 3587 OLD ROCKCLICK ROAD, BIG ROCK, VIRGINIA

Craig Stiltner, Rocklick District Supervisor stated it’s not in the county’s policy or the state code the county’s required to file a complaint in the Buchanan County Circuit Court in regards to the abatement of the public nuisance structure.

L. Lee Moise, County Attorney stated we are required to go to court, because one of the property owners in incarcerated in the Haysi Regional Jail.

There's nothing in state code that says that, stated Mr. Stiltner.

Someone incarcerated has a legal disability, we cannot run over him, stated Mr. Moise. It is the law in Virginia that if you have a legal action against someone in incarcerated that you have to proceed with that legal action in court against that person who is incarcerated. I'll get the complaint filed tomorrow and have the property owner served as well as his committee.

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**IN RE: CONSIDER RESCINDING THE MOTION TO APPROVE THE
ABATEMENT OF A PUBLIC NUISANCE STRUCTURE
LOCATED AT 3587 OLD ROCKCLICK ROAD, BIG ROCK,
VIRGINIA**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, David Rose, Craig Stiltner, Tim Hess, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby rescind the motion to approve the abatement of a public nuisance structure located at 3587 Old Rocklick Road, Big Rock, Virginia.

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**RE: CONSIDER APPROVING THE EMERGENCY ABATEMENT OF
A PUBLIC NUISANCE STRUCTURE LOCATED AT 3587 OLD
ROCKCLICK ROAD, BIG ROCK, VIRGINIA**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, David Rose, Craig Stiltner, Tim Hess, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve the emergency abatement of a public nuisance structure located at 3587 Old Rocklick Road, Big Rock, Virginia.

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**IN RE: CONSIDER FILING A COMPLAINT IN BUCHANAN COUNTY
CIRCUIT COURT IN REGARDS TO THE ABATEMENT OF THE
PUBLIC NUISANCE STRUCTURE LOCATED AT 3587 OLD
ROCKCLICK ROAD, BIG ROCK, VIRGINIA**

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

abatement of the public nuisance structure located at 3587 Old Rocklick Road, Big Rock, Virginia.

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**IN RE: CONSIDER ADOPTING THE SOLE SOURCE NOTICE AND
RESOLUTION REGARDING THE PURCHASE OF BODY
CAMERAS FOR THE BUCHANAN COUNTY SHERIFF’S OFFICE
FROM AXON ENTERPRISES, INC. IN THE AMOUNT OF
\$199,136.56 OR THE ALTERNATIVE IN PURSUING THIS UNDER
VIRGINIA STATE CONTRACT IF AVAILABLE**

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, David Rose, Craig Stiltner, Tim Hess, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby adopt the following Sole Source Notice and Resolution regarding the purchase of body cameras for the Buchanan County Sheriff’s Office from Axon Enterprises, Inc. in the amount of \$199,136.56 or the alternative in pursuing this under Virginia State Contract if available.

NOTICE

**RE: RE: DETERMINATION OF A SOLE SOURCE VENDOR FOR
PURCHASE OF BODY CAMERA’S FROM AXON ENTERPRISES, INC**

PLEASE TAKE NOTICE:

- 1) Due to the existence of only one source capable of providing body cameras and supplies, it has been determined that Axon Enterprises, Inc. is the only one source practicably available for the purchase of body cameras and supplies for a total of \$199,136.56 for the body cameras and supplies as itemized in the attached invoice from Axon Enterprises, Inc. which is attached and made a part of this resolution as Exhibit “A”; and
- 2) The Buchanan County, Va., Board of Supervisors at its August 3rd, 2026 board meeting held in the Board of Supervisors meeting room on the third floor of the Government Center Building located at 4447 Slate Creek Road, Grundy, Va. 24614 passed a Resolution to approve and issue a purchase order for body cameras and supplies for a total of \$199,136.56 for the body cameras and supplies as itemized in the attached invoice from Axon Enterprises, Inc. which is attached and made a part of this resolution as Exhibit “A”; and

PLEASE CONDUCT YOURSELF ACCORDINGLY.

Issued by directive of the County Administrator this 3rd day of August, 2026.

Robert Craig Horn,
County Administrator
Buchanan County, Virginia

RESOLUTION

**RE: DETERMINATION OF A SOLE SOURCE VENDOR FOR
PURCHASE OF BODY CAMERAS AND SUPPLIES T FROM AXON
ENTERPRISES, INC.**

WHEREAS, prior to the issuance of an invitation to bid for body cameras and supplies it has been determined that Axon Enterprises, Inc. is a sole source for body cameras and supplies, and such equipment and supplies are not available from any other vendor; and

WHEREAS, a purchase order needs to be issued to purchase body cameras and supplies from Axon Enterprises, Inc. for a total of \$199,136.56 for the body cameras supplies as itemized in the attached invoice from Axon Enterprises, Inc. which is attached and made a part of this resolution as Exhibit “A”; and

NOW, THEREFORE BE IT RESOLVED, that a purchase order be issued to purchase body cameras and supplies from Axon Enterprises, Inc. for a total of \$199,136.56 for the body cameras and supplies as itemized in the attached invoice from Axon Enterprises, Inc. which is attached and made a part of this resolution as Exhibit “A”; and

This resolution was adopted this the 3rd day of August 2026 by the Buchanan County, Va., Board of Supervisors.

Recorded Vote:

Moved by: Jeff Cooper
Seconded by: Craig Stiltner
Yeas: Seven
Nays: Zero

Tim Hess, Chairman of the
Buchanan County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CONSIDER APPROVING TO ISSUE A CHECK IN THE AMOUNT
OF \$183,333.33 TO PRATER VOLUNTEER FIRE AND RESCUE
FROM THE REMAINDER OF PRATER VOLUNTEER FIRE AND
RESCUE CASINO FUNDING**

After a general discussion by the board upon motion by David Rose seconded by Trey Adkins with a roll call vote of six (6) yeas, David Rose, Tim Hess, Trey Adkins, G. Roger Rife, Jeff Cooper, Lee Dotson and one (1) nay, Craig Stiltner, this board did hereby approve to issue a check in the amount of \$183,333.33 to Prater Volunteer Fire and Rescue from the remainder of Prater Volunteer Fire and Rescue casino funding.

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**IN RE: CONSIDER ADOPTING THE RESOLUTION ACCEPTING THE
DEED OF GIFT FROM THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF BUCHANAN COUNTY, VIRGINIA
REGARDING THE BUCHANAN COUNTY ANIMAL SHELTER**

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, David Rose, Craig Stiltner, Tim Hess, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby adopt the Resolution accepting the Deed of Gift from The Industrial Development Authority of Buchanan County, Virginia regarding the Buchanan County Animal Shelter:

RESOLUTION

**IN RE: ACCEPTANCE OF DEED OF GIFT TO
BUCHANAN COUNTY, VIRGINIA FROM THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF BUCHANAN COUNTY, VIRGINIA (TAX MAP NO:
2HH217031)**

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the deed for property upon which the Buchanan County Animal Shelter is situate and more particularly described in the attached Deed of Gift between Buchanan County, Virginia and The Industrial Development Authority of Buchanan County.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of August, 2026 by a roll call vote of seven for and zero against.

Vote Record:

Motion by Trey Adkins
Second by Lee Dotson
Yeas seven
Nays zero

Tim Hess, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CONSIDER ONLY REQUIRING TO ADVERTISE IN ONE
NEWSPAPER WITH GENERAL CIRCULATION IN BUCHANAN
COUNTY**

This issue was tabled, no action taken.

**IN RE: CONSIDER APPROVING/RATIFYING PART-TIME
EMPLOYEES**

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

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**IN RE: CONSIDER HIRING AN ECONOMIC DEVELOPMENT
DIRECTOR**

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**IN RE: CONSIDER SCHEDULING A PUBLIC HEARING FOR MONDAY,
SEPTEMBER 14TH, 2026 AT 6:30 P.M. IN REGARDS TO
GRANTING AN OPTION FOR A PARCEL OF COUNTY
PROPERTY**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, David Rose, Craig Stiltner, Tim Hess, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve to schedule a public hearing for Monday, September 14th, at 6:30 p.m. to hear public comments granting an option for a parcel of county property.

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**IN RE: CONSIDER APPROVING TO TRANSFER CODY BILLITER
FROM THE BUCHANAN COUNTY PUBLIC LIBRARY TO THE
BUCHANAN COUNTY ADMINISTRATOR'S OFFICE**

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, David Rose, Craig Stiltner, Tim Hess, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve to transfer Cody Billiter from the Buchanan County Public Library to the custodial position at the Buchanan County Administrator's Office.

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**IN RE: CONSIDER APPROVING THE HALF PERCENT (.05%) RAISE
FOR ALL CONSTITUTIONAL AND COUNTY OFFICE
EMPLOYEES AND AN ADDITIONAL APPROPRIATION IN THE
AMOUNT OF \$63,071.21 FOR THESE OFFICES RAISES AND
BENEFITS**

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, David Rose, Craig Stiltner, Tim Hess, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve the half percent (.05%) raise for all constitutional and county office employees and an additional appropriation in the amount of \$63,071.21 for these offices raises and benefits.

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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.

Tim Hess, Chairman of the
Buchanan County Board of Supervisors

Robert Craig Horn, County Administrator