

**MINUTES**

A regular meeting of the Buchanan County Board of Supervisors was held on Monday the 6<sup>th</sup> day of March, 2017 starting at 10:00 o'clock a.m. in the boardroom of the Buchanan County Courthouse located in Grundy, Virginia.

**PRESENT:** J. Carroll Branham, Chairman  
Trey Adkins  
William P. Harris  
Harold H. Fuller  
G. Roger Rife  
Earl Scott  
Craig Stiltner

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

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

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**IN RE: CONSIDER APPROVING MINUTES FOR FEBRUARY 6<sup>th</sup>, 2017**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, William P. Harris, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, Craig Stiltner, Trey Adkins and zero (0) nays, this board did hereby approve the minutes for February 6<sup>th</sup>, 2017.

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**IN RE: CONSIDER ADOPTING A RESOLUTION DECLARING FEBRUARY 18<sup>TH</sup>, 2017 AS GRUNDY WRESTLING CLUB DAY IN BUCHANAN COUNTY, VIRGINIA IN RECOGNITION OF THE GRUNDY HIGH SCHOOL TEAM'S ACCOMPLISHMENTS DURING THE 2016-2017 SEASON, INCLUDING THE STATE 2A CHAMPIONSHIP AND PRESENTATION OF PLAQUE TO GRUNDY HIGH SCHOOL WRESTLING TEAM**

Craig Stiltner, Rocklick District Supervisor stated he'd been involved with the Grundy Wrestling Program since 1976. The Grundy High School Wrestling Team is the first team in the State of Virginia to ever win twenty (20) state titles in any sport, he stated.

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, William P. Harris, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, Craig Stiltner, Trey Adkins and zero (0) nays, this board did hereby adopt the following Resolution declaring February 18<sup>th</sup>, 2017 as

Grundy Wrestling Club Day in Buchanan County, Virginia in recognition of the Grundy High School Team's accomplishments during the 2016-2017 season, including the State 2A Championship and presentation of plaque to Grundy High School Wrestling Team:

**Buchanan County Board of Supervisors**

**RESOLUTION**

***Commending the Grundy High School Wrestling Team and the Grundy Wrestling Club***

WHEREAS, the Grundy High School Wrestling team in Buchanan County capped a remarkable 2017 wrestling season by capturing the Region 2A West Title and the team's 20<sup>th</sup> Virginia High School League State Wrestling Title; and

WHEREAS, six member of the Grundy High School team won the Region 2A West Titles along with four other members lead the Wave to the 20<sup>th</sup> State Wrestling Title; and

WHEREAS, the Grundy High School Wrestling Team was led by Christian McGeorge McGeorge, Brandon Owens, Andy Webb, Wes Belcher, Gabe Fiser, Jacob McNutt, Jonathan Belcher, Derick Endicott, Richie Smith, Cullen Cleek, Tyler Scarberry, Michael McCowan; and

WHEREAS, the Grundy High School Wrestling team was coached by Travis Fiser and assistant coaches Raymond Webb, Robert Hibbitts, Tass Robertson and Ethan Owens who instilled in the Grundy High School Wrestling team to rely on teamwork, determination, and perseverance to win the Virginia High School League Group 2A State Wrestling Championship; and

WHEREAS, the Buchanan County Board of Supervisors salute the Grundy High School Wrestling Team on their outstanding 2017 season; and

WHEREAS, the Buchanan County Board of Supervisors wishes to recognize and thank the Grundy Wrestling Club for its support of the Grundy High School Wrestling Team this season and its tremendous support for Grundy High School wrestling throughout the years;

WHEREAS, the Grundy Wrestling Club and the Grundy High School Wrestling Team have provided a source of pride for the citizens of Buchanan County for many years; and

NOW THEREFORE BE IT RESOLVED, this February 18<sup>th</sup>, 2017 is hereby declared Grundy Wrestling Club Day in Buchanan County, Virginia in recognition of the Club's support of the Grundy High School Wrestling Team and the Team's accomplishments in the 2016-2017 VHSL Wrestling season; and, be it

RESOLVED FURTHER, that the Clerk of the Buchanan County Board of Supervisors prepare a copy of this resolution for presentation to Travis Fiser in honor of the championship season of the Grundy High School Wrestling Team.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 6<sup>th</sup> day of March 2017.

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J. Carroll Branham, Chairman

ATTEST:

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Robert C. Horn, County Administrator

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**IN RE:           MADELINE FLETCHER-PRESENTATION OF PLAQUE**

Craig Stiltner, Rocklick District Supervisor presented Madeline Fletcher, former Buchanan County Building Code Secretary with a plaque for being dedicated and hardworking with the county over fifteen (15) years and two (2) months and retired at the age of 82. “Job well done Mrs. Fletcher,” stated Mr. Stiltner.

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**IN RE:           ASHER MCGLOTHLIN, TUCKER DAVIS AND RODNEY SHORTT,  
PRESIDENT OF BUCHANAN COUNTY HISTORICAL SOCIETY-  
DISCUSS COURTHOUSE PROJECT**

Asher McGlothlin, former resident of Buchanan County thanked the board for allowing him the opportunity to speak here today. I lived in Buchanan County all of my life before going to the University of Virginia where I graduated with a Bachelor of Science in Architecture. I currently work for an architecture firm in Charlottesville, Virginia and specialize in the design of k-12 schools, he stated.

The reason I’m here today is to speak in favor of renovating the existing courthouse, he stated. After reading the article in the Virginia Mountaineer a couple weeks ago about the proposal to build a new courthouse, I looked into the proposal documents on the county’s website, commented Mr. McGlothlin.

After reading these documents, the reason given for a new facility as opposed to renovation of the existing facility is: space constraints, security concerns, ADA access, acoustics in courtrooms, potential hazardous materials in the building and parking limitation, stated Mr. McGlothlin. Each of these concerns can be alleviated in a renovation.

As far as the space constraints, the existing courthouse has 38,000 square feet and the new building is to accommodate 40,375 square feet, he commented. The additional space need could be added to the existing courthouse in a minor addition.

The security concerns could be resolved through a redesign of the layout of interior spaces, Mr. McGlothlin suggested. Also, the ADA access could be accommodated by designing more parking spaces on Walnut Street and Main Street just outside of the courthouse as reserved for those with disabilities and by adding an additional elevator during the renovations.

Mr. McGlothlin stated the hazardous materials such as black mold and asbestos are routinely successfully removed from buildings during major renovations. It could be highly expensive, but if the courthouse is already being renovated and the interior walls are already being replaced, the cost of the asbestos and mold abatement is lessened, he commented.

If there is a concern regarding parking on Main and Walnut Streets, the Grundy

Community Center parking garage is a six (6) minute walk away and the parking garage at Walmart is a seven (7) minute walk away, stated Mr. McGlothlin.

I've heard about the issues with the existing plumbing in the courthouse, but that in a major renovation that sees the replacement of all interior walls, re-piping the entire building should not be seen as prohibitively expensive, commented Mr. McGlothlin.

Mr. McGlothlin stated, the Request for Proposals (RFP) that was issued on November 21<sup>st</sup>, 2016 for the Design-Build of a new courthouse and government center stated: "The county will consider proposals that provide conceptual phase design, anticipated schedule for design and construction, and estimates of cost for the New Courthouse and Government Center." This RFP asked for cost estimates, which shows that currently, no cost estimates currently exists for this project, he commented. Therefore, the point cannot be made that renovation will be more expensive than new construction, since no study has been undertaken to estimate the cost of both options.

I don't specialize in projects of this type, but when looking at school construction renovations, it typically comes in at about half of the cost of new construction, stated Mr. McGlothlin. This would be for major renovations too.

The Buchanan County Courthouse is listed on the National Register of Historic Places and the county could have the opportunity to receive federal grant funding to help pay for any renovations, he stated. If the board of supervisors chooses to renovate, I'll be happy to research specific grants that could be used to fund restorations, thus saving the county money, stated Mr. McGlothlin.

If the board is unconvinced that renovations will cost less than new construction, then I suggest you speak to one of the architecture firms from the list that I provided to you that are experienced in projects of this type as they will bring expertise to the table that can result in inexpensive construction methods and design expertise that ensure our courthouse is properly renovated the first time and issues creating additional cost to the county do not arise in the near future, suggest Mr. McGlothlin. As a famous architect once said: "You think hiring an experienced designer is expensive, try hiring an inexperienced one."

Thank you for giving me the ability to speak today, stated Mr. McGlothlin. I love this area with all of my heart and I would be honored to do anything I can do to help see the courthouse being preserved for generations to come.

Tucker Davis, former resident stated thanked the board for allowing him to speak at today's meeting. When I first heard the news that the courthouse was going to be torn down, I thought how are we going to pay for this, he stated.

We know that this board wouldn't be bonded to comply with the judge's order, which would require the construction of a new courthouse for the county, stated Mr. Davis.

I don't think any of us here today, would want to be in your position and the difficult decisions that you've found in over the past couple years, stated Mr. Davis.

There is no doubt that the courthouse is in need of a complete renovation, commented Mr. Davis. After years of neglect and patchwork, I think it's time to renovate to the grandeur it once had.

I understand the concerns of mold and faulty plumbing, but if you look at the two largest renovation projects this county has probably ever seen, which is the law school and the pharmacy school, stated Mr. Davis. The former Garden High School now the pharmacy school had faulty plumbing, mold and didn't even have air conditioning, cost an estimate of \$2 million. The law school renovation project cost approximately \$7 million. I think just those two (2) expansion renovation projects shows that it can be done right, which could save our county money, commented Mr. Davis.

I think you have a room full of people here today who are willing to help you make the right decision and restore this facility and save the taxpayers money, commented Mr. Davis.

Rodney Shortt, President of Buchanan County Historical Society thanked the board for allowing him to speak today. The Buchanan County Courthouse was listed on both the Virginia Landmarks Register and the National Register of Historic Places in 1982. We cannot allow our last historical building to be torn down, stated Mr. Shortt.

I understand there are people that works here in the courthouse that would like to have a nice, new, modern office and I'm all for that and I'd be willing to chip in and help any way I can to get these people a nice, new, modern office, as long as it's in another stated, commented Mr. Shortt.

Trey Adkins, Knox District Supervisor stated I'm only in the courthouse six (6) to eight (8) hours per month for board meetings, which doesn't affect me, but the people that's in this building every day, it could affect their health conditions. If someone gets some sort of cancer ten (10) years down the road and their family loses them because of the hours that they worked in this courthouse is a great concern of mine, he stated.

We do have a space issue, we don't have the room that we need in this courthouse, stated Mr. Adkins. We have a parking issue too. I can walk from the Walmart parking garage or the community center parking garage, but there's a lot of people that can't walk six (6) to seven (7) minutes.

I've looked at a lot of the government buildings spread out over the county; the PSA building and school board office, they're in bad shape, stated Mr. Adkins. I'm going to make a couple motions today, whether the courthouse can be renovated or not.

J. Carroll Branham, Chairman stated we're just trying to get everything out to where we can see what we can do, because we've got about six (6) different options or directions we can go.

Billie Campbell, with Terra Tech Engineering Services stated the county has five (5) options to consider regarding the courthouse and proposed government facility. Option A, approximate cost to county is \$15.5 million, which is to build a new 57,000-foot facility at the present courthouse location, total demolition of existing courthouse, former Judge Williams building and old fuel station; temporary relocation of all offices in current courthouse to another location; brings courts and county offices to present code and 48 parking spaces adjacent to new building. This will take 18 months to complete, stated Mr. Campbell.

Option B, approximate cost to county is \$20.7 million, which is to build a new 36,000 foot-facility for the government offices at the Watkins Branch site, stated Mr. Campbell. The county will have to purchase the property at Watkins Branch and relocate all offices in current courthouse to a temporary location. Also, it would allow for the consolidation of other satellite government offices. There would be 100 plus parking spaces at the new site. This would take approximately 18 months to complete, he stated.

Also, option B was to build a new 40,000 foot-facility at approximate cost to county is \$20.7 million for court services at present courthouse location, which would include demolishing the existing courthouse, former Judge William building and old fuel station. Relocate all offices in current courthouse temporary to another location; brings courts and county offices to present code and 48 parking spaces adjacent to new building. This will take 18 months to complete, stated Mr. Campbell.

Option C, approximate cost to county is \$21.0 million, which is to build a new 36,000 foot-facility for the government offices at the Watkins Branch site, stated Mr. Campbell. The county will have to purchase the property at Watkins Branch and relocate all offices in current courthouse to a temporary location. Also, it would allow for the consolidation of other satellite government offices. There would be 100 plus parking spaces at the new site. This would take approximately 18 months to complete, he stated.

Then demolition of all additions to the historic courthouse (past 1917), renovate the old historic courthouse area, which is 9,000 square feet and add new 32,000 foot-facility for court services at present courthouse location, stated Mr. Campbell. This would require selective demolition and renovations. Also, a temporary location of all offices in current courthouse to another location. This would bring the court system to code and allow 48 parking spaces adjacent to new building. This will take 18 months to complete, stated Mr. Campbell.

Option C, would demolish the 1950's and 1980's section of the courthouse and save the 1917 historical part, stated Mr. Campbell.

Option D, approximate cost to county is \$15 million, which is to build a new 57,000 foot-facility for court services and government offices at Watkins Branch site, stated Mr. Campbell. The county will have to purchase the property at Watkins Branch. There would not be a need to relocate any offices in current courthouse until the project is completed. Also, it would allow for the consolidation of other satellite government offices. There would be 100 plus parking spaces at the new site. This would take approximately 18 months to complete, he stated.

Option D, would leave the existing courthouse intact and it would be vacated by the county and state offices, including the court system, stated Mr. Campbell. The existing courthouse could be used by non-profit organizations. Could potentially demolish the new additions to the courthouse to being operating cost down for non-profit organizations.

This option requires a referendum on removing the existing courts to another address in the Town of Grundy, stated Mr. Campbell. The county would have to vote in favor of this referendum allowing for the relocation of the court to a new site and allowing the county to appropriate necessary funds to accomplish the task. If this referendum fails, the county would be in the same position as they are today, he stated.

Finally, Option E, approximate cost to county is \$3 million, stated Mr. Campbell. This is to do minimal renovations to the existing courthouse structure. It would include, completely replace the MEP, plumbing and HVAC. Clean the building environmentally, (mitigate mold, asbestos, etc.). There would not be any cosmetic remodeling. The county would demolish the former Judge Williams building and old fueling station for additional parking. This would take approximately 12 months, stated Mr. Campbell.

This option does not bring the building to code nor does it alleviate security, circulation and prisoner transfer problems with the courts, stated Mr. Campbell. Nor does this option address existing file storage shortage for clerks and county offices.

Michael McGlothlin, Attorney stated I think it would be valuable for the citizens of Buchanan County to be able to see all these documents on the website. It would allow them to be able to have a discussion about all of the options with a little more knowledge and then have a public meeting.

L. Lee Moise, County Attorney stated the county is going through the Public Private Education Facilities and Infrastructure Act (PPEA) before any agreement will be reached.

Curtis Elswick, Vice President, Regional Executive for Skanska USA Building, Inc. stated architects have looked at the courthouse and there was a Request for Proposal (RFP) for a PPEA to renovate the courthouse advertised.

Mr. McGlothlin stated the PPEA said only to maintain the clock tower nothing about renovating the courthouse.

Mr. Elswick stated there was only one (1) response to the RFP and stated it would be almost impossible to renovate the courthouse. The 1950's and 1980's portions of the courthouse don't work and can't be modified to make it work.

Craig Stiltner, Rocklick District Supervisor stated this board has received over the course of three (3) years information and options. The first option was to tear this building down and I don't think there's four (4) votes to tear this building down, he stated.

We've had to cut \$10 to \$12 million from our budget and if we hadn't done this then we'd have the funds to put \$15 million plus into this courthouse, stated Mr. Stiltner.

We had to demolish the jail, because of the condition it was in, stated Mr. Stiltner. We could do some renovations around the courthouse to make up to 60 or more parking spaces. I would like to see a new government center at Watkins Branch that would include the PSA, school system, mapping and coal haul road offices, but we need to take care of what's best for the county, he stated.

Mr. Campbell stated the jail's structure wasn't built to last 100 years. There were major issues and safety concerns with the jail, which was the reason it was demolished.

G. Roger Rife, South Grundy District Supervisor stated if we decide to save the courthouse and use it for something else, we still would need to bring it up to code first for safety issues?

If the board of supervisors transferred ownership of the courthouse to a non-profit organization, the organization would be able to apply for grants to bring it up to code, stated Mr. Campbell. If the county would maintain control of the courthouse, yes it would need to be brought up to code.

We might as well bring it up to code and if we bring it up to code then we might as well use it, stated Mr. Rife.

Everyone here today is here to support and save this building and we know that this building is not what it was in 1917, stated Mr. Adkins. You can add on parking garages and even add on to this building, but it's not this building anymore. It's a new building with an old building hid inside of it, he commented. If you try to tear this building down inside and save the structure on the outside, it's going to be extremely dangerous. No contractor will want to do this and the cost will be high, he stated. This courthouse should be used for a museum and given to a non-profit organization with zero maintenance to the county, since the non-profit organization can apply for a grant to assist with the renovations, commented Mr. Adkins.

Mr. Adkins made a motion to pursue a RFP for the construction of a new government facility at Watkins Branch that will house all government entities and court system and to



petition the circuit court to place on the ballot in an upcoming election the potential relocation of the court system from the existing courthouse to the new government facility and option B an RFP for the construction of a new government facility and the \$3 million renovations of the court system only in this courthouse, Craig Stiltner seconded his motion.

Mr. Adkins stated if this fails on the ballot, then I will vote to protect the employees that works in the courthouse and if that means to tear this building down, because I don't want to see any employees suffer from cancer because of this building.

Rodney Shortt, President of the Buchanan County Historical Society stated the historical society is self-sustaining organizations. We are the only county around here that doesn't have a museum. Also, there's no way the historical society could keep up this building, he commented.

I feel like we could get grants to help with the renovations of the courthouse, stated Mr. Adkins.

This board has tried to purchase a building from People Inc. to use as a historical museum and haven't been successful, stated Mr. Stiltner. I know there would be annual grants for the historical society.

Grants sounds good, but they're hard to get, stated Mr. Shortt.

John F. Smith, resident stated I'm glad to see a room full of people today. I think the motion that Mr. Adkins has made is putting the cart before the horse. There needs to be a meeting with the architects, historical society etc. first, he commented. I've heard that there's black mold in the courthouse since 1986.

How much does real estate and personal property taxes bring into the county, asked Mr. Smith. There's only ten (10) mines operating in the county now. The severance tax isn't here for the cost of a government center, he stated. This board needs to form a committee to present options that we can understand. Also, the board needs to table this today and work together as a committee and look at what's best for the kids that are yet to be born in this county, commented Mr. Smith.

Mr. Adkins stated I've made the motion to pursue a RFP for the construction of a new government facility at Watkins Branch that will house all government entities and court system and to petition the circuit court to place on the ballot in an upcoming election the potential relocation of the court system from the existing courthouse to the new government facility and option B an RFP for the construction of a new government facility and the \$3 million renovations of the court system only in this courthouse, Craig Stiltner seconded his motion.

We need to see the numbers, then we'll have a public hearing and decide what to do, stated Mr. Adkins.

The following roll call vote was taken: two (2) yeas, Trey Adkins, Craig Stiltner and five (5) nays, G. Roger Rife, William P. Harris, J. Carroll Branham, Earl Scott and Harold H. Fuller.

Mr. Fuller stated I can't vote for this until I talk to the people in the Garden District.

I'm willing to renovate the courthouse if we have the money, but I'm not willing to borrow money and leave the debt for younger people to pay, so I vote no, stated Mr. Rife.

Mr. Branham stated if we spend \$20 to \$25 million for a government center and we're looking at spending another \$16 to \$20 million on a sewer plant down at Conaway, which we're going to have to do, we don't have any choice in that one. You understand what happens here, the people in this county will be ones to pay the bill, he commented. There's nothing but to raise taxes to pay it, due to how coal business is in the county, so I vote no, stated Mr. Branham.

Mr. Stiltner stated this vote was strictly political. The motion was made to get options and the true number and put it on the ballot for the people to decide what to do. We've paid these guys 2 ½ years to come up with designs and the motion gets turned down, and we're spending taxpayer's money, stated Mr. Stiltner. Now, since this going to delay the project, it's going to cost more money. Just because it goes out for bid doesn't mean we have to accept it, commented Mr. Stiltner.

I want the public to understand this courthouse was never in any jeopardy, stated Mr. Stiltner. Never in jeopardy of being torn down.

Michael McGlothlin, Attorney requested that all documents be put on the county's website.

Upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Craig Stiltner, Harold H. Fuller, William P. Harris, Trey Adkins, Earl Scott, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby approve that all documents regarding the courthouse renovation project/proposed government center be posted on the county's website.

Ruth Horn, Commissioner of Revenue stated I do have concerns about this courthouse as far as safety and health issues. But, I honestly think that if you put a man on the moon and if you can move a mountain, you can renovate a courthouse, she commented.

If this board decides to move the offices in the courthouse, then I think the people in this courthouse should be involved, stated Ms. Horn.

Doug Shortridge with Friends of the Courthouse group, stated in the 1980's the board of supervisors had a vision of getting higher education in this county, which helps grow our economy. I don't have a problem relocating part of the government within the town, as long as we can save this courthouse, stated Mr. Shortridge. I understand there's logistics and I

understand as a carpenter's son there's problems with a building that's a hundred years old, but let's not destroy our heritage.

Upon motion by Trey Adkins that all discussions regarding the proposed courthouse renovation project/government center be in open session seconded by Craig Stiltner.

Robert C. Horn, County Administrator stated this would be very difficult to do.

Everything that was done here today was a waste of time, stated Mr. Stiltner. The only thing we're trying to do, is to get some numbers to see how much it would cost. We have employees in this courthouse breathing black mold, he stated. You wouldn't put your children in this position.

Mr. Branham stated we've been working on this project a long time. We've tried to let everyone participate then the more people you have and try to make decisions, someone isn't happy. Every time we changed something, it cost more money, he stated. We need to make a decision and stick with it and do it the most cost effective way.

Lee Keen, resident stated you need to go to Pikeville and tour their government facilities and get some information from them on how they did their facilities. It's fantastic.

Mr. Adkins stated my districts multimillion-dollar water projects have come in lower than projected. My motion earlier was to get prices/bids to see how much construction cost would be. The judge doesn't have the authority to force us to move, but when he does this building is coming down, he commented.

Ray Foster, Sheriff stated I was fortunately enough that the board approved to purchase a building for the sheriff's office at Vansant. At the former jail when we plugged up the fax and air conditioner at the same time, the fuses would kick. At that time, I was putting my men and people in danger, he stated. I feel healthier and better since I've been out of the former jail.

William P. Harris, Hurricane District Supervisor stated if relocating the court system was on the ballot there's no way it's going to pass.

Mr. Adkins made a motion earlier that all discussions regarding the proposed courthouse renovation project/government center be in open session seconded by Craig Stiltner and with the following roll call vote of five (5) yeas, Trey Adkins, Craig Stiltner, William P. Harris, J. Carroll Branham, Earl Scott and two (2) nays, Harold H. Fuller and G. Roger Rife.

**IN RE:            CONSIDER APPOINTING AN ADVISORY COMMITTEE  
REGARDING THE RENOVATIONS TO THE COURTHOUSE  
AND/OR POSSIBILITY OF BUILDING A NEW GOVERNMENT  
CENTER**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, Earl Scott, G. Roger Rife, Harold H. Fuller, William P. Harris and zero (0) nays, this board did hereby appoint the following individuals to the Advisory Committee regarding the renovations to the courthouse and/or possibility of building a new government center:

Tucker Davis, Chair  
Asher McGlothlin  
Rodney Shortt  
Trey Adkins  
Billie Campbell  
Curtis Elswick  
Robert C. Horn

Also, upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, Earl Scott, G. Roger Rife, Harold H. Fuller, William P. Harris and zero (0) nays, this board did hereby appoint Judge Patrick Johnson to the Advisory Committee.

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**IN RE:            MARCUS STILTNER, COAL HAUL ROAD ENGINEER - CONSIDER  
AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT  
THE LOWEST RESPONSIVE AND RESPONSIBLE BID TO  
PROVIDE HOT MIX ASPHALT ON COUNTY MAINTAINED ROADS  
AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY  
BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR  
BUCHANAN COUNTY, VIRGINIA TO EXECUTE THE CONTRACT  
ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS  
TO FORM BY THE COUNTY ATTORNEY, WITH SUCH  
CONTRACT TO BE FORMALLY RATIFIED BY THE BOS AT APRIL  
3<sup>RD</sup> MEETING**

Marcus Stiltner, Coal Haul Road Engineer stated we had bid the hot mix asphalt for county maintained roads out prior to the board meeting, but didn't receive any bids. Therefore, we had to do it again to obtain bids.

After a general discussion by the board upon motion by Trey Adkins seconded by Earl Scott and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, Earl Scott, G. Roger Rife, Harold H. Fuller, William P. Harris and zero (0) nays, this board did hereby approve to accept the lowest responsive and responsible bid to provide hot mix asphalt on county maintained roads upon recommendation by the Coal Haul Road Engineer and

authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute the Contract on behalf of Buchanan County with the approval as to form by the County Attorney, with such contract to be formally ratified by the BOS at April 3<sup>rd</sup> meeting.

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**IN RE: CONSIDER ADOPTING THE RESOLUTION TO ACCEPT THE DEED OF GIFT FOR DESTINY ROAD LOCATED IN THE ROCKLICK MAGISTERIAL DISTRICT BETWEEN THELMA LESTER, WIDOW; JEFFERY DEAN LESTER AND SANDRA KAY LESTER, HUSBAND AND WIFE AND BRIAN KEITH LESTER TO BUCHANAN COUNTY, VIRGINIA AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH DEED ON BEHALF OF BUCHANAN COUNTY TO ACKNOWLEDGE ITS ACCEPTANCE OF SUCH PROPERTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

Marcus Stiltner, Coal Haul Road Engineer stated this is an addition to Destiny Road, which was approved by the board about two (2) years ago.

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, Earl Scott, G. Roger Rife, Harold H. Fuller, William P. Harris and zero (0) nays, this board did hereby adopt the following Resolution to accept the Deed of Gift for Destiny Road located in the Rocklick Magisterial District between Thelma Lester, Widow; Jeffery Dean Lester and Sandra Kay Lester, Husband and Wife and Brian Keith Lester to Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney:

**RESOLUTION**

**IN RE: ACCEPTANCE OF DEED OF GIFT BY AND BETWEEN THELMA LESTER, WIDOW, JEFFERY DEAN LESTER AND SANDRA KAY LESTER, HUSBAND AND WIFE, BRIAN KEITH LESTER TO BUCHANAN COUNTY, VIRGINIA REGARDING DESTINY ROAD LOCATED IN THE ROCKLICK MAGISTERIAL DISTRICT, COUNTY ROAD NUMBER 2024**

**BE IT RESOLVED**, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto Between Thelma Lester, Widow, Jeffery Dean Lester and Sandra Kay Lester, Husband and Wife, Brian Keith Lester and Buchanan County, Virginia and Authorized the Chairman of the Buchanan County

Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 6<sup>th</sup> day of March, 2017 by a roll call vote of seven for and zero against.

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Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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Robert Craig Horn, County Administrator

**THIS DEED OF GIFT**, made and entered into on this the 6<sup>th</sup> day of March, 2017, by and between **THELMA LESTER, widow, JEFFERY DEAN LESTER AND SANDRA KAY LESTER, husband and wife, BRIAN KEITH LESTER;** hereinafter sometimes referred to as “**GRANTORS**”, and **BUCHANAN COUNTY, VIRGINIA**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “**GRANTEE**”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

**WITNESSETH:**

**WHEREAS, WHEREAS**, the Grantee wishes to maintain an extension of a public road in the Rocklick Magisterial District for the traveling public, name Destiny road, County Road #2024; and

**WHEREAS**, the Grantors desire to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way for a road with turn around area which is part of the public road in the Rocklick Magisterial District for the traveling public, name Destiny road, County Road #2024; and

**NOW THEREFORE**, for and in consideration of promoting the public interest by providing a road with turn around area which is part of a public road Destiny road, County Road #2024 for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE** , all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Rocklick Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

**REFERENCE THELMA LESTER DEED BOOK 273 PAGE 428**

**BEGINNING** at a point in the center of Rocklick Creek, said point has an approximate NAD 1983 Virginia South Zone coordinate value of N=3,683,615.314 and E=10,416,001.298 ; thence leaving said Rocklick Creek S 32°14'32" E a distance of 21.76' to a point on the existing pavement of Destiny Road; thence with said Destiny Road and with a curve turning to the left with an arc length of 32.72', with a radius of 31.91', with a chord bearing of S 77°45'10" E, with a chord length of 31.30' to a point,; thence N 47°34'05" W a distance of 44.42' to a point in Rocklick Creek; thence down Rocklick Creek S 62°23'00" W a distance of 10.62'; to the point of beginning, having an area of 551.580 square feet, and containing 0.013 acres more or less.

**REFERENCE JEFFERY DEAN LESTER and SANDRA KAY LESTER  
DEED BOOK 373 PAGE 237**

**BEGINNING** at a point in Rocklick Creek, said point has an approximate NAD 1983 Virginia South Zone coordinate value of N=3,683,630.341 and E=10,416,039.112; thence leaving said Rocklick Creek S 32°14'32" E a distance of 42.57' to a point on the existing pavement of Destiny Road; Thence with said Destiny Road S 77°29'23" W a distance of 18.77' to a point; thence leaving Destiny Road N 47°34'05" W a distance of 44.42' to a point in Rocklick Creek; thence up with Rocklick Creek N 70°25'10" E a distance of 30.14'; to the point of beginning, having an area of 967.377 square feet, and containing 0.022 acres more or

**REFERENCE BRYAN KEITH LESTER WILL BOOK 23 PAGE 600**

**BEGINNING** at a point in Rocklick Creek, said point has an approximate NAD 1983 Virginia South Zone coordinate value of N=3,683,630.341 and E=10,416,039.112; thence down said Rocklick Creek S 70°25'10" W a distance of 1.86' to a point; thence leaving said Rocklick Creek N 53°49'23" W a distance of 22.35' to a point on the right-of-way of Route 645; thence up and with said right-of-way N 58°44'39" E a distance of 10.04' to a point; thence leaving said right-of-way S 32°14'32" E a distance of 21.02'; to the point of beginning, having an area of 122.728 square feet, and containing 0.003 acres more or less.

Source and title for grantors: THELMA LESTER, widow, acquired a parcel of land, a portion of which is affected by this right-of-way deed, by a deed conveyance recorded in Deed Book 273 Page 428 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 011 on Tax Map #2HH-235.

Source and title for grantors: JEFFERY DEAN LESTER AND SANDRA KAY LESTER, husband and wife, acquired a parcel of land, a portion of which is affected by this right-of-way deed, by a deed conveyance recorded Deed Book 373 Page 237 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-

way deed is shown as parcel # 011B on Tax Map #2HH-235.

Source and title for grantors: BRIAN KEITH LESTER acquired a parcel of land, a portion of which is affected by this right-of-way deed, by a deed conveyance recorded in Will Book 23 PAGE 600 and Deed Book 288 Page 439 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 009 on Tax Map #2HH-235.

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

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

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

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

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

That on the 6<sup>th</sup> day of March, 2017, the Buchanan County Board of Supervisors, at a



duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

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**IN RE: CONSIDER ADOPTING THE RESOLUTION TO ACCEPT THE DEED OF GIFT FOR APPLE TREE ROAD LOCATED IN THE KNOX MAGISTERIAL DISTRICT BETWEEN DON AND MAXIE JUSTUS, HUSBAND AND WIFE; FREEMAN AND DEBBIE JUSTUS, HUSBAND AND WIFE AND BENNY AND PATRICIA L. JUSTUS, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH DEED ON BEHALF OF BUCHANAN COUNTY TO ACKNOWLEDGE ITS ACCEPTANCE OF SUCH PROPERTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, Earl Scott, G. Roger Rife, Harold H. Fuller, William P. Harris and zero (0) nays, this board did hereby adopt the following Resolution to accept the Deed of Gift for Apple Tree Road located in the Knox Magisterial District between Don and Maxie Justus, Husband and Wife; Freeman and Debbie Justus, Husband and Wife and Benny and Patricia L. Justus, Husband and Wife to Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney:

**RESOLUTION**

**IN RE: ACCEPTANCE OF DEED OF GIFT BY AND BETWEEN DON AND MAXINE JUSTUS, HUSBAND AND WIFE; LESTER AND PAULINE MCCOY, HUSBAND AND WIFE; FREEMAN AND DEBBIE JUSTUS, HUSBAND AND WIFE AND BENNY AND PATRICIA L. JUSTUS, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA REGARDING APPLE TREE ROAD LOCATED IN THE KNOX MAGISTERIAL DISTRICT, COUNTY ROAD NUMBER 2464**

**BE IT RESOLVED**, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto between Don and

Maxine Justus, husband and wife; Lester and Pauline McCoy, husband and wife; Freeman and Debbie Justus, husband and wife and Benny and Patricia L. Justus, husband and wife and Buchanan County, Virginia and Authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 6<sup>th</sup> day of March, 2017 by a roll call vote of seven for and zero against.

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

ATTEST:

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

**THIS DEED OF GIFT**, made and entered into on this the 6<sup>th</sup> day of March, 2017, by and between, **Don and Maxine Justus, husband and wife, Lester and Pauline McCoy, husband and wife, Freeman and Debbie Justus, husband and wife, Benny and Patricia L. Justus, husband and wife;** hereinafter sometimes referred to as "**GRANTORS**", and **BUCHANAN COUNTY**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as "**GRANTEE**". [**Exempt from recordation taxes pursuant to Code §58.1-811.3.**]

**WITNESSETH:**

**WHEREAS**, the Grantee wishes to maintain a road with turning area which is a part of the public road in the Knox Magisterial District for the traveling public, named Apple Tree Road, County Road # 2464; and

**WHEREAS**, the Grantors desire to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way with turning area for a road, which is part of the public road, known as Apple Tree Road, County Road # 2464; and

**NOW THEREFORE**, for and in consideration of promoting the public interest by providing a road with turning area, which is part of a public road, known as Apple Tree Road, County Road # 2464 n the Knox Magisterial District for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, all their right, title and interest in and to all of those certain tracts or parcels of land situate in the South

Grundy Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

**Beginning** at a point in the Southerly right of way of Rte. 647 (Old Guesses Fork Road) and in the centerline of the proposed Apple Tree Road (centerline sta. 10+00), thence leaving the said right of way and with the centerline of the said Apple tree Road, S 30-12-06 W 46.02, to a curve to the left (chord bearing S 01-35-56 E 73.51'), thence S 33-23-57 E 108.92', thence a curve to the right (chord bearing S 19-32-09 E 87.57'), thence S 05-40-22 E 50.02', thence a curve to the left (chord bearing S 47-10-47 E 60.92'), thence S 88-41-13 E 55.20', thence a curve to the right (chord bearing S 65-00-22 E 35.74') thence S 41-19-32 E 41.00' to the end (centerline sta. 15+70.23'), and containing 11403.1 sq. ft. (0.26 acres).

#### Turn Area

**Beginning** at a point in the centerline of the proposed Apple Tree Rd. (centerline sta. 15+70.23), thence leaving the said centerline N 48-40-28 E 10.00' to a point in the outside right of way of Apple Tree Rd. and with the said right of way a curve to the left (chord bearing S 62-44-09 E 6.90'), thence S 84-08-47 E 20.00', thence S 05-51-13 W 20.00', thence N 84-08-47 W 17.63', thence S 05-51-13 W 17.63', thence N 84-08-47 W 20.00', thence N 05-51-13 E 20.00', thence a curve to the left (chord bearing N 17-44-09 W 5.98'), thence N 48-40-28 E 10.00' to the beginning and containing 1077.9 sq. ft.(0.025 acres).

Source and title for Grantors: Don and Maxine Justus, acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in Deed Book 224 Page 228, in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 002 Tax Map #2HH-043.

Source and title for Grantors: Lester and Pauline McCoy, acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in Deed Book 224 Page 228, in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 002 Tax Map #2HH-043.

Source and title for Grantors: Freeman and Debbie Justus, acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in Deed Book 224 Page 228, in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 002 Tax Map #2HH-043.

Source and title for Grantors: Benny and Patricia L. Justus, acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in Deed Book 224 Page 228, in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 002 Tax Map #2HH-043.

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

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

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

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

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

That on the 6<sup>th</sup> day of March, 2017, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein

and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

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**IN RE: GENERAL DISCUSSION CONCERNING COUNTY MAINTAINED ROADS**

G. Roger Rife, South Grundy District Supervisor asked if you have a prescriptive right-of-way on a county road, can you continue to work it.

Marcus Stiltner, Coal Haul Road Engineer stated Street Road located on Dry Fork has been maintained for over 20 years, but the road you're discussing the property owners have not lived there only about 10-11 years.

L. Lee Moise, County Attorney asked if it was in the 1987 prescriptive right-of-ways?

Mr. Stiltner stated yes, but the current property owners are contesting the right-of-way, and don't want the ditchline cleaned out.

Mr. Rife stated I think we can get this worked out with the property owners.

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**IN RE: PUBLIC HEARING - 10:15 A.M. – CONSIDER CONTINUING THE PUBLIC HEARING TO APRIL 3<sup>RD</sup> AT 10:15 A.M. TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED ADOPTION OF THE CABLE FRANCHISE AGREEMENT WITH CHARTER BETWEEN BUCHANAN COUNTY AND TIME WARNER SOUTHEAST LLC, LOCALLY KNOWN AS CHARTER COMMUNICATIONS AND PUBLIC HEARING – 10:20 A.M. - CONSIDER CONTINUING THE PUBLIC HEARING TO APRIL 3<sup>RD</sup> AT 10:20 A.M. TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED ADOPTION OF A REVISED ORDINANCE ENTITLED: “BUCHANAN COUNTY CABLE TELEVISION SYSTEM FRANCHISE ORDINANCE” CHAPTER 28 OF THE BUCHANAN COUNTY CODE**

After a general discussion by the board upon motion by Harold H. Fuller seconded by William P. Harris and with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, Earl Scott, G. Roger Rife, Harold H. Fuller, William P. Harris and zero (0) nays, this board did hereby approved to continue the Public Hearing to April 3<sup>rd</sup> at 10:15 a.m. to hear public comments regarding the proposed adoption of the Cable Franchise Agreement with Charter between Buchanan County and Time Warner Southeast LLC, locally known as Charter Communications. Also, to continue the Public Hearing to April 3<sup>rd</sup> at 10:20 a.m. to

hear public comments regarding the proposed adoption of a Revised Ordinance entitled: “Buchanan County Cable Television System Franchise Ordinance” Chapter 28 of the Buchanan County Code.

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**IN RE: DEBBIE MILTON WITH CUMBERLAND PLATEAU PLANNING DISTRICT. – CONSIDER APPROVING THE FOLLOWING FOR THE COON BRANCH WATERLINE EXTENSION CONSTRUCTION-READY PROJECT AND ROUTE 643/DUTY ROAD/PAW PAW/SWAN FORK WATERLINE EXTENSION PROJECT**

Debbie Milton with Cumberland Plateau Planning District stated there are several documents that needs approved for the Hurley Waterline Extension Project different phases.

The first is the closeout forms for Hurley Phase V Waterline Project, she stated.

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, Earl Scott, G. Roger Rife, Harold H. Fuller, William P. Harris and zero (0) nays, this board did hereby approve the Hurley Phase V Waterline Project closeout forms. A copy of these forms are located in the Buchanan County Administrator’s Office, 4<sup>th</sup> floor of the courthouse for review.

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, Earl Scott, G. Roger Rife, Harold H. Fuller, William P. Harris and zero (0) nays, this board did hereby adopt the following:

- Request for Release of Funds and Certification;
- Agreement between Buchanan County Board of Supervisors and Public Service Authority;
- Residential Anti-Displacement and Relocation Assistance Plan Certification;
- Letter to Matt Weaver with VDHCD, Request for Prior Authorization;
- Local Buchanan County Business and Employment Plan;
- Fair Housing Certification;
- Resolution;
- Administrative Agreement between Cumberland Plateau Planning District Commission and Buchanan County Board of Supervisors.

**A copy of the Request for Release of Funds and Certification and Local Buchanan County Business and Employment Plan are located in the Buchanan County Administrator’s Office, 4<sup>th</sup> floor of the courthouse for review.**

## AGREEMENT

This Agreement entered into this 6<sup>th</sup> day of March, 2017, by and between the Board of Supervisors of Buchanan County, Virginia, (hereinafter referred to as Buchanan County), and the Buchanan County Public Service Authority (hereinafter referred to as PSA).

### Witnesseth

WHEREAS, Buchanan County has been approved by the Virginia Department of Housing and Community Development (VDHCD) to receive Virginia Community Development Block Grants (VCDBG) in accordance with grant applications submitted by Buchanan County in order to construct water lines located in Buchanan County Virginia Coon Branch Waterline Extension Construction-Ready Project (hereinafter referred to as the Water Project); and

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

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

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

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

WHEREAS, the County has formally agreed to obtain and provide all additional funding required in order to complete the Water Project being that amount of funding by which the total cost of the Water Project exceeds the amount of the VCDBG funding.

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

1. Buchanan County agrees to accept VCDBG grant.
2. Buchanan County agrees to enter into the necessary Agreement with DHCD to make all to the assurances required in the contract documents which are incorporated as part of the Agreement the County must sign in order to implement the VCDBG and receive the grant funds.
3. PSA hereby formally agrees that it will own and operate water systems which Buchanan County constructs with CDBG monies.
4. Buchanan County agrees to make draw downs in accordance with the VDHCD regulations not to exceed the amount of the approved VCDBG grant.
5. No request for a draw down on grant funds will be made by Buchanan County unless complete and accurate progress and financial reports satisfactory to Buchanan County indicating the nature of work or activity covered by this request, have been submitted by its contractors and engineers and are certified as being true and accurate by the official representative of the contractors and engineers.

6. Buchanan County agrees to appropriate funds not to exceed the amount of the VCDBG monies. Such appropriations shall only be made after receipt of grant funds by Buchanan County through the Virginia Department of Housing and Community Development.
7. Buchanan County, agrees to obtain and provide the necessary matching share funds required to complete the Water Project being the difference of the Water Project and the County CDBG grant.
8. The county shall initiate the activities required by the contract documents beginning as soon as the VCDBG contract is executed.
9. The county shall complete the work as described in the contract documents in compliance with the implementation schedule submitted to VDHCD.
10. The county hereby agrees to carry out all of the terms of the Agreement entered into by and between Buchanan County and the VDHCD including all of the General Conditions, Special Conditions, and Assurances made a part of the contract documents listed heretofore which are incorporated by reference in this Agreement, as if set out in full.
11. The county hereby agrees to properly administer the VDHCD through the VDHCD for the Water Project in accordance with all applicable federal, state county laws. The county also agrees to comply with any and all regulations and restrictions to the Virginia Department of Housing and Community Development in the administration of the VCDBG and in the construction phase of the Water Project. It is agreed by and between the parties that any and all financial, administrative and other records required to be maintained in conjunction with this project by an applicable regulation or agreement will be prepared and maintained by the county through the CPPDC. The county shall be responsible for all fiscal accounting responsibility in accordance with the disbursement of funds under all of the VCDBG, together with the preparation and filing of any and all reports necessary for processing and implementation of the VCDBG and for the obtaining of the draw down of funds for the Water Project. Buchanan County agrees to receive and review progress and financial reports before requesting a draw down of Block Grant funds, with administrative assistance from the CPPDC.
12. The county agrees to ensure that all construction work performed in connection with the Water Project complies with all applicable laws as outlined in the VDHCD Grant Management Manual and is accomplished in a professional and work workmanlike manner. It is hereby agreed by and between the parties that the county will be responsible for ensuring that all work performed on the Water performed on the Water Project is in compliance with the terms of the VDHCD-VCDBG grant and any and all specifications of the these funding agencies.
13. The parties agree that the county is fully responsible for all purchasing, bidding and contracting in connection with the Water Project and is responsible for complying with all applicable Federal, State and County procurement laws and bidding procedures as outlined in the VDHCD Grant Management Manual. Their engineer and or administrative assistant will assist the county in these efforts.
14. PSA agrees to save and hold harmless Buchanan County, the Board of Supervisors of Buchanan County, and its officers, agents, and employees from any and all liability, claim, suits, judgments and recoveries of whatsoever nature which may



arise in connection with the administration of the VCDBG for the Water Project and the construction work performed on the project.

15. In executing this Agreement, it is the intention of the parties that the PSA shall own and operate the water systems on behalf of the county. The county will be fully responsible for procuring and performance of all the engineering, construction, administration and related work on the Water Project in accordance with the plans, specifications, engineering studies of the grant application and all other VCDBG contract documents as heretofore specified. The county shall bear the full responsibility for auditing its records of expenditures and disbursement of all funds in connection with the Water Project. Buchanan County is responsible for the audit of its financial records relating to the receipt and disbursement of the VCDBG and other funds.
16. The parties agree that the Board of Supervisors of Buchanan County, its agents, officers, and employees shall not be liable for PSA's default, negligence, neglect, malfeasance, failure to properly account for funds, failure to comply with federal, state, or local laws, or any failure of the PSA to comply with the terms of the VCDBG, or any provisions of the contract documents heretofore enumerated in conjunction with the Water Project.
17. Furthermore, upon completion of said construction the PSA will assume ownership and responsibility of system and agrees to operate and maintain the water facilities completed under this grant as a part of its regular operations.
18. This Agreement may be amended from time to time only by written authorization of both parties, executed with the same formality as this Agreement.
19. This Agreement comports in all respects with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have hereunto set their signatures and seal this 6<sup>th</sup> day of March, 2017.

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J. Carroll Branham, Chairman  
Board of Supervisors of  
Buchanan County, Virginia

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Greg McClanahan, Executive Director  
Buchanan County Public Service Authority

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

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

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

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

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

Buchanan County’s FY 16 project includes the following activities:

The Coon Branch Waterline Extension consists of 4,270 LF of 6-inch waterline, 9,750 LF of 4-inch waterline, 1,380 LF of 2-inch waterline, 3,330 LF of ¾-inch service line, 2 fire hydrants and 31 meters.

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

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

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Robert Craig Horn  
 County Administrator  
 Buchanan County Board of Supervisors

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Date

Mr. Matt Weaver  
Associate Director  
Virginia Department of Housing and Community Development  
Project Management Office  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

**Re: Request for Prior Authorization of Costs  
Hurley Regional Water Project, Phase VI**

Dear Mr. Weaver:

Please accept this letter as a formal request for authorization to incur administrative costs prior to the execution of our Community Improvement Grant contract agreement with the Virginia Department of Housing and Community Development. A grant offer has been made to us under the Commonwealth of Virginia's FY 2016 Community Development Block Grant Construction-Ready Program.

We anticipate incurring these costs effective September 1, 2016 but prior to execution of a contract agreement.

- |                                                                                                                                                                                                                                                                                                                                  |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. Administration                                                                                                                                                                                                                                                                                                                | \$2,000.00 |
| <ul style="list-style-type: none"><li>• Performance-based Project Budget</li><li>• Project Management Plan</li><li>• Local Business &amp; Employment Plan</li><li>• Procurement Procedures/Advertisements</li><li>• Selection Criteria</li><li>• Anti-displacement Plan</li><li>• Section 504 Handicapped Requirements</li></ul> |            |
| 2. Environmental Review Record/Notices/<br>Release of Funds                                                                                                                                                                                                                                                                      | \$1,500.00 |
| 3. Workshop Attendance (if applicable)                                                                                                                                                                                                                                                                                           | \$500.00   |

**Total Prior Authorized Costs: \$4,000.00**

We would appreciate your approval to incur these costs and to charge them to the grant after the signing of the grant contract agreement. **We understand that these costs will be allowed only if we have completed all requirements necessary for contract execution within sixty (60) days of our contract negotiation meeting, unless specifically extended by DHCD in writing.**

**FAIR HOUSING  
CERTIFICATION**

Compliance with Title VIII of the Civil Rights Act of 1968

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

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

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

### **RESOLUTION**

WHEREAS, Buchanan County, Virginia has been obligated, contingent on certain conditions, \$387,500 from the Virginia Community Development Construction-Ready Block Grant (CDBG) Program for the Coon Branch Waterline Extension Construction-Ready Project;

NOW THEREFORE, BE IT RESOLVED, that the County hereby appropriates the sum of \$387,500 to this project contingent on receiving the funds from the Virginia Department of Housing and Community Development.

This 6<sup>th</sup> day of March, 2017.

\_\_\_\_\_  
J. Carroll Branham, Chairman

ATTEST:

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

### ***ADMINISTRATIVE AGREEMENT***

#### ***Coon Branch Waterline Extension Construction Ready Project***

This Agreement entered into this 6<sup>th</sup> day of March, 2017, by and between the Cumberland Plateau Planning District Commission, hereinafter referred to as the "PDC," and Buchanan County Board of Supervisors, hereinafter referred to as the "Grantee."

### **WITNESSETH**

**WHEREAS**, the Housing and Community Development Act of 1974, amended in 1981, provides for federal grant funds to states to assist local governmental units to deal with local community development related problems; and

**WHEREAS**, the Grantee is authorized to obtain federal grant assistance made available under the Virginia Department of Housing and Community Development Act of 1974, as amended in 1981; and

**WHEREAS**, the PDC is authorized by Chapter 42 of Title 15.2 Code of Virginia

(1950), as amended, to assist local governmental units in planning their development; and

**WHEREAS**, the Grantee has agreed the installation of Coon Branch Waterline Extension Construction-Ready Project will improve the lives of the residents by providing clean, safe potable water.

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

**I. Scope of Work Required of PDC**

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

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

**II. Time of PDC Performance**

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

**III. Duties and Responsibilities of the PDC**

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

1. **General Coordination** – The PDC will provide assistance to the Grantee in completing the pre-contact activities as discussed during contract negotiations as soon as possible. The PDC will provide coordination and administration of the project by working as a liaison between the Grantee, engineer, contractor, DHCD and all other funding agencies. The PDC will assist the Grantee in the preparation of correspondence relating to the implementation of the project.
2. **Financial Record Keeping** - The PDC will assist the Grantee in maintaining accurate records of the financial expenditures of the CDBG monies in this project. All requests for payment will require authorization for payment by the Grantee. The PDC will prepare all draw downs for the Grantee's submission to DHCD. Following submission the PDC will distribute full drawdown packets back to the Grantee and the Buchanan County PSA and keep financial files in order with support invoices, EDI statements, bank statements and check copies for future compliance reviews. The PDC will prepare monitoring spreadsheets for compliance showing allocation of funds to approved budget line items. The PDC will track all expenditures of leverage funds in regard to the project. The PDC will assist the Grantee in preparing

and requesting budget revisions. The PDC will assist the Grantee in determining eligible budget expenses for the project activities and assist the Grantee with budget monitoring.

3. **Project Management Plan** - The PDC will assist the Grantee with the preparation of the Project Management Plan and any revisions and updates of the Plan. The PDC will conduct monthly Management Team Meetings to meet all tasks according to identified timelines. Revised Project Management Plans and minutes will be forwarded monthly to parties involved. Monthly and annual updates of project progress to will be sent to DHCD.
4. **General Record Keeping** - The PDC will be responsible for setting up the files associated with the CDBG related activities of the project in accordance with the guidelines set forth in the Community Improvement Grant Manual. All items required will be kept in appropriate files for future compliance reviews by DHCD. Specifically, the PDC will provide initial response to all CDBG related correspondence and identify proper location of all correspondence in the project files.
5. **Reporting** - The PDC will prepare all reports required by DHCD in conformance to the Grantee's implementation of the CDBG contract requirements. These will include, but not necessarily be limited to, the annual status reports, the monthly status reports to the Community Development Specialist, the various compliance and closeout documents required including, but not limited to, a final financial report, a final construction report, and a final evaluation report. In the event the PDC chooses to use subcontractors during the course of its work, all payments to the subcontractors will be the exclusive responsibility of the PDC.
6. **Compliance** - The PDC will act as the Compliance Officer for the project for labor standards, equal employment opportunities, Section 3 compliance, and environmental regulations. In terms of labor standards, the PDC will verify the appropriate Davis-Bacon wage rates by conducting periodic contractor employee interviews and review payrolls from all contractors on a weekly basis to coordinate all information between the payroll sheets, Monthly Register of Assigned Employees and Employee Interview Sheets. The PDC will advise the Grantee of all compliance requirements regarding Equal Employment Opportunities and Section 3 requirements. The PDC will verify that the engineer has included all necessary compliance statements to be met by the contractor as part of the bid documents. The PDC will further verify that the engineer has prepared and performed all actions necessary to assure compliance to all applicable environmental legislation and regulations, and provide assurance to the Grantee that the project has received

approval from the regulatory agency stating that the project has been designed by the engineer specifically as proposed in the CDBG and other funding contracts. The PDC will attend the pre-construction conference for construction related tasks and review the Labor Standards, Equal Opportunity, and Section 3 requirements with the contractors. The PDC will attend the Bid Opening for construction for the project and will attend Progress Meetings with the Grantee, engineer and contractors.

7. **Procurement** - The PDC will advise and assist the Grantee in adhering to state and/or federal procurement legislation and regulations.
8. **Final close out** – The PDC will prepare and submit all final reports required to close out the CDBG grant.
9. **Subcontracting** - The PDC reserves the right to subcontract any tasks required in meeting the foregoing responsibilities.

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

The Grantee agrees to perform the following administrative activities:

1. **Financial Record Keeping** - The Grantee will maintain accurate records of the financial expenditures of the CDBG monies in this project and all other funding sources for the project listed as project leverage.
2. **General Record Keeping** - The Grantee will assist the PDC in maintaining accurate project files. All incoming correspondence directly and indirectly relating to the project will be opened and read by the Grantee and forwarded to the PDC for review. The Grantee will promptly notify the PDC of any correspondence that appears to need immediate action. All files, records, documentation and correspondence associated with this project shall be housed with the Grantee, with appropriate copies of said documents housed with the PDC.

**V. Method of Payment**

Grantee agrees to pay the PDC cash consideration not to exceed Thirty-five thousand dollars (\$35,000), which constitutes full and complete payment for the PDC's work and activities as set forth herein. Such sum will be paid in the following manner, in every case subject to receipt of the PDC's requisition for payment. It is understood that the payments to the PDC will be made according to the eligible performance thresholds.

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

**Performance thresholds agreed upon are as follows:**

<b>Threshold</b>	<b>%</b>	<b>Amount</b>	<b>Cum %</b>	<b>Cum Amount</b>
Execution of DHCD Contract	10%	3,500	10%	\$3,500

Construction Contract Award	20%	10,500	30%	\$14,000
Submission of monthly reports – approx 24 @ approx \$315 each	10%	3,500	40%	\$17,500
Monthly Mgmt Team Meetings – Approx 24 @ approx \$315 each	10%	3,500	50%	\$21,000
Construction Complete - Labor	15%	5,250	75%	\$26,250
Satisfactory Compliance Reviews – Approx 2 @ \$3,750 each	10%	3,500	85%	\$29,750
Achievement of Benefits	10%	3,500	95%	\$33,250
Administrative Closeout	5%	1,750	100%	\$35,000

**VI. Amendment**

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

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

Seal: Cumberland Plateau Planning District Commission  
 By \_\_\_\_\_  
 Executive Director

Seal: Buchanan County Board of Supervisors  
 By \_\_\_\_\_  
 Buchanan County Administrator

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

**IN RE: CONSIDER ADOPTING RESOLUTION REGARDING ROUTE 643/DUTY ROAD/PAW PAW/SWAN FORK WATERLINE EXTENSION PROJECT**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller with a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, G. Roger Rife, William P. Harris, Craig Stiltner and zero (0) nays, this board did hereby adopt the following Resolution regarding the Route 643/ Duty Road/Paw Paw/Swan Fork Waterline Extension Project:



**RESOLUTION**

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

WHEREAS, the County wishes to apply for Virginia Community Development Block Grant funds in the 2017 Competitive Grant funding cycle; and

WHEREAS, the title of the County’s grant project is the State Route 643/Duty Road/Paw Paw/Swan Fork Waterline Extension Project; and

WHEREAS, the County is requesting \$762,500 Virginia Community Development Block Grant Funds; and

WHEREAS, the County has obtained or will obtain the \$721,154 in additional funds for this project through SW W/WW (\$307,654 – will apply), CWDF (\$250,000 – will apply) and local funds (\$163,500 - Committed) through the Buchanan County Board of Supervisors for a total project cost of \$1,483,654; and

WHEREAS, 61 households representing 89 LMI persons (61%) will be served; and

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

NOW, THEREFORE BE IT RESOLVED, that the Buchanan County Board of Supervisors authorizes the submission of this grant proposal in the amount of \$762,500 to the Virginia Department of Housing and Community Development for the State Route 643/Duty Road/Paw Paw/Swan Fork Waterline Extension Project and designates the County Administrator as its representative to sign all documents pertaining thereto.

This 6th day of March 6, 2017.

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

ATTEST:

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

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**IN RE: PUBLIC HEARING – 10:30 A.M. – TO HEAR PUBLIC COMMENTS ON THE PROPOSED ADOPTION OF AN ORDINANCE ENTITLED: “AN ORDINANCE TO CREATE A REGIONAL INDUSTRIAL FACILITIES AUTHORITY PURSUANT TO SECTION 15.2-6400 ET. SEQ. OF THE CODE OF VIRGINIA”**

J. Carroll Branham, Chairman opened the public hearing for comments.

L. Lee Moise, County Attorney stated I’ve talked to the county attorneys involved with the creation of a Regional Industrial Facilities Authority for Russell and Tazewell

Counties. They both said that they're not ready to adopt an ordinance until the details are worked out and everybody is on the same page.

Mr. Branham stated he thought there was going to be two (2) members appointed from each county.

Lee and Scott Counties may join the authority too, stated Mr. Moise. I would suggest continuing this public hearing until April.

Upon motion by Trey Adkins seconded by Earl Scott and with a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, G. Roger Rife, William P. Harris, Craig Stiltner and zero (0) nays, this board did hereby approve to continue this public hearing until Monday, April 3<sup>rd</sup> at 10:30 a.m.

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**IN RE: CONSIDER ADOPTING THE PROPOSED ORDINANCE ENTITLED:  
“AN ORDINANCE TO CREATE A REGIONAL INDUSTRIAL  
FACILITIES AUTHORITY PURSUANT TO SECTION 15.2-6400 ET.  
SEQ. OF THE CODE OF VIRGINIA”**

Upon motion by Trey Adkins seconded by Earl Scott and with a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, G. Roger Rife, William P. Harris, Craig Stiltner and zero (0) nays, this board did hereby approve to table the proposed Ordinance entitled: “An adopting the proposed Ordinance entitled: “An Ordinance to Create a Regional Industrial Facilities Authority Pursuant to Section 15.2-6400 et. seq. of the Code of Virginia.”

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**IN RE: MIKE HATFIELD, DEPUTY – CONSIDER APPROVING THE  
SUPPLIER/VENDOR CERTIFICATION FORM FROM SYKES FOR  
THE REVIVE PROGRAM; ESTABLISHING AN ADDITIONAL LINE  
ITEM IN THE SHERIFF’S OFFICE BUDGET NAMED REVIVE  
PROGRAM; AND AN ADDITIONAL APPROPRIATION IN THE  
AMOUNT OF \$5,000 TO THE REVIVE PROGRAM ACCOUNT**

Ray Foster, Sheriff stated Governor Terry McAuliffe declared that the opioid addiction was a crisis here in Virginia in November 2016. I would like to request that a line item be established in the county’s budget called REVIVE, requested Sheriff Foster. The funding in this line item should roll-over each year.

Mike Hatfield, Deputy stated in 2013, fatal drug overdoses became the number one cause of unnatural deaths. Nasal Naloxone “Narcan” can be used in response and reversal of Opioid Overdose, he stated. Nasal “Narcan” is impossible to abuse. The use of Narcan is given in two (2) doses and it goes through the nasal cavities to reduce the overdose, he stated. Time is the assents during an opioid overdose.

Each deputy will be carrying two (2) doses of the Narcan, stated Deputy Hatfield.

In 2014, for the first time in Virginia, more people died from opioid related overdoses than in fatal car accidents, he stated. It was projected that by the end of 2016, the number of fatal opioid overdoses were expected to increase by 77 percent, as compared to five (5) years ago.

Sheriff Foster stated that local pharmacy is going to buy this for us the first doses. I'm requesting that \$5,000 be appropriated to the budget earmarked for REVIVE. It can be included in the upcoming budget, he stated.

Deputy Hatfield stated Medical Park Pharmacy is going to donate enough Narcan so that each deputy has two (2) doses. Also, Sykes is going to provide a \$1,000 grant to assist with this program.

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, G. Roger Rife, Earl Scott, Craig Stiltner, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby approve the Supplier/Vendor Certification Form from Sykes for the REVIVE Program and to establish a separate fund that shall roll over each year within the county's budget named REVIVE Program, which will be used to appropriate funding for the program.

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**IN RE: PUBLIC HEARING – 10:45 A.M. – TO HEAR PUBLIC COMMENTS ON THE PROPOSED AMENDED ORDINANCE TO CHAPTER 88, TAXATION OF THE BUCHANAN COUNTY CODE, IN REGARD TO REVISIONS OF REAL PROPERTY AND PERSONAL PROPERTY TAX RELIEF FOR CERTAIN ELDERLY AND PERMANENTLY AND TOTALLY DISABLED PERSONS AS WELL AS ADDING A NEW SECTION 88-75.1**

J. Carroll Branham, Chairman opened the public hearing for comments.

With no comments from the public, upon motion by Harold H. Fuller seconded by Earl Scott and with a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, G. Roger Rife, Earl Scott, Craig Stiltner, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby approve to close the public hearing.

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**IN RE:            CONSIDER ADOPTING THE PROPOSED ORDINANCE CHAPTER 88, TAXATION OF THE BUCHANAN COUNTY CODE, IN REGARD TO REVISIONS OF REAL PROPERTY AND PERSONAL PROPERTY TAX RELIEF FOR CERTAIN ELDERLY AND PERMANENTLY AND TOTALLY DISABLED PERSONS AS WELL AS ADDING A NEW SECTION 88-75.1**

After a general discussion by the board upon motion of Harold H. Fuller seconded by G. Roger Rife with a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, G. Roger Rife, Earl Scott, Craig Stiltner, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby adopt the following Ordinance Chapter 88, Taxation of the Buchanan County Code, in regard to revisions of Real Property and Personal Property Tax Relief for Certain Elderly and Permanently and Totally Disabled Persons as well as adding a new section 88-75.1:

**CHAPTER 88 – TAXATION**

**ARTICLE IX**

**Real Tax Relief for Certain Elderly and Permanently and Totally Disabled Persons**

**§ 88-50 Definitions; word usage.**

For the purpose of this article, the following terms, phrases and words have the meanings given herein. When inconsistent with the context, words in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

PERMANENTLY AND TOTALLY DISABLED

An individual who is permanently and totally disabled so to be unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment or deformity which can be expected to result in death or which can be expected to last for the duration of such person's life. A person receiving benefits from the Social Security Administration pursuant to 42 U.S.C. § 423(d) shall be deemed disabled.

ELDERLY

A person who has reached the age of 65 years as of December 31 of the preceding year.

JOINT DWELLING

The sole dwelling jointly held by a husband and wife, with no other joint owners, may qualify if either spouse is 65 or over or is permanently and totally disabled, and the proration of the exemption under § 58.1-3211.1 shall not apply for such dwelling

INCOME

The computation of annual income shall be based on adding together the income received during the preceding calendar year, without regard to whether a tax return is actually filed, by (i) owners of the dwelling who use it as their principal residence, (ii) owners' relatives

who live in the dwelling, except for those relatives living in the dwelling and providing bona fide caregiving services to the owner whether such relatives are compensated or not.

The total income shall not exceed \$25,000 per year, with the first \$5,000 of a relative's income living within the household being exempt as far as eligibility for the tax exemption. **[Amended 7-6-2006]**

#### EXEMPT PROPERTY

The sole dwelling (either house or manufactured home) and not to exceed one acre of land in which it is situated upon owned by and occupied as the sole dwelling of an owner who is at least 65 years of age or found to be permanently and totally disabled as of December 31 of the preceding year of the taxable year for which the exemption is claimed.

#### NET COMBINED FINANCIAL WORTH

The net financial worth, including equitable interest, as of the 31<sup>st</sup> day of December of the immediately preceding calendar year, of the owners and of the spouse of any owner that occupies the dwelling as their principal residents, excluding the value of the dwelling and the land not exceeding one acre upon which it is situated, does not exceed \$50,000. The assets, including the present value of equitable interests, less the liabilities prepared in accordance with generally accepted account principles.

Bona Fide Caregiver---If an owner qualifies for an exemption, and the owner can prove by clear and convincing evidence that his physical or mental health has deteriorated to the point that the only alternative to permanently residing in a hospital, nursing home, convalescent home or other facility for physical or mental care is to have a person move in and provide care for the owner, and if a person does then move in for that purpose, then none of the income of that person or of that person's spouse shall be counted towards the income limit, provided that the owner of the residence has not transferred assets in excess of \$10,000 without adequate consideration within a three-year period prior to or after that person moves into such residence

#### **§ 88-51 Requirements for exemption.**

Exemptions shall be granted to persons subject to the following provisions:

**A.** The title of the property for which exemption is claimed is held or is partially held by the person or persons claiming exemptions on January 1 of the taxable year.

**B.** Real property owned and occupied as the sole dwelling of an eligible person includes real property (i) held by the eligible person alone or in conjunction with his spouse as tenant or tenants for life or joint lives, (ii) held in a revocable inter vivos trust over which the eligible person or the eligible person and his spouse hold the power of revocation, or (iii) held in an irrevocable trust under which an eligible person alone or in conjunction with his spouse possesses a life estate or an estate for joint lives or enjoys a continuing right of use or support. The term "eligible person" does not include any interest held under a leasehold or term of years.

#### **C.**

The person occupying the dwelling and owning title or partial title thereto is 65 years of age or older or is permanently and totally disabled on December 31 of the year immediately preceding the taxable year. Such dwelling must be occupied as the sole dwelling of the

person not less than 65 years of age or permanently and totally disabled. A dwelling jointly held by a husband and wife, with no other joint owners, may qualify if either spouse is 65 or is permanently and totally disabled.

**D.** The gross combined income and the net combined financial worth, during the year immediately preceding the taxable year shall be in agreement with § **88-50**, definition of "income and net combined financial worth"

E. Failure of a taxpayer to be current in the payment of all local taxes shall result in the forfeiture of the tax relief provided herein.

F. The fact that persons who are otherwise qualified for tax exemption by an ordinance promulgated pursuant to this article are residing in hospitals, nursing homes, convalescent homes or other facilities for physical or mental health care for extended periods of time shall not be construed to mean that the real estate for which tax exemption is sought does not continue to be the sole dwelling of such persons during such extended periods of other residence so long as such real estate is not used by or leased to others for consideration.

G. Prorated Tax Exemptions ---The tax exemption for the dwelling that otherwise would have been provided shall be prorated by multiplying the amount of the exemption by a fraction that has as a numerator the percentage of ownership interest in the dwelling held by all such joint owners who are at least age 65 or permanently and totally disabled, and as a denominator, 100%. As a condition of eligibility for such tax exemption, the joint owners of the dwelling shall be required to furnish to the relevant local officer sufficient evidence of each joint owner's ownership interest in the dwelling.

#### § 88-52 **Filing for exemption.**

A person requesting the Commissioner of Revenue to consider an exemption shall file annually and beginning on March 1<sup>st</sup> and not later than May 1 of the taxable year an affidavit with the Commissioner of Revenue setting out the required information to comply with the requirements for the exemption of the net worth, income and age or handicapped status.

**A.**

The affidavit shall set forth, in a manner prescribed by the Commissioner of Revenue, (i) the names of the related persons occupying the real estate and (ii) that the total combined net worth including equitable interest and the combined income from all sources, of the persons specified in 58.1-3212, does not exceed \$50,000.

**B.**

If after audit and investigation by the Commissioner of Revenue, the Commissioner of Revenue determines that the person or persons are qualified for exemption, the Commissioner of Revenue shall so certify his findings to the Treasurer of Buchanan County who shall deduct the amount of the exemption for the claimant's real estate tax liability.

C. The Commissioner of Revenue has the discretion to grant extension of time until June 1<sup>st</sup> of each year for the filing of supporting documents required in this section (88-52).

D. If such person is under 65 years of age, such forms shall have attached thereto a certification by the Social Security Administrator, the Department of Veterans Affairs or the Railroad Retirement Board, or if such person is not eligible for certification by any of these agencies, a sworn affidavit by two medical doctors who are either licensed to practice medicine in the Commonwealth or are military officers on active duty who practice medicine with the United States Armed Forces, to the effect that the person is permanently and totally disabled, as defined in 58.1-3217; however a certification pursuant to 42 U.S.C. 423 (d) by the Social Security Administration so long as the person remains eligible for such social security benefits shall be deemed to satisfy such definition in 58.1-3217. The affidavit of at least one of the doctors shall be based upon a

physical examination of the person by such doctor. The affidavit of one of the doctors may be based upon medical information contained in the records of the Civil Service Commission which is relevant to the standard for determining permanent and total disability as defined in 58.1-3217.

**§ 88-53 Administration.**

According to the provisions of this article, the exemption shall be administered by the Commissioner of Revenue. The Commissioner of Revenue is hereby authorized and empowered to prescribe, adopt, promulgate and enforce rules and regulations in conformance with the provisions of this article, including the requirement of answers under oath, as may be reasonably necessary to determine qualifications as specified by the article. The Commissioner of Revenue may require the production of certified tax returns and appraisal reports to establish income or financial worth.

**§ 88-54 Amount of exemption.**

The person or persons qualifying for and claiming exemption shall be relieved of that portion of real estate tax levied on the qualifying dwelling and land in the amount calculated in accordance with the following schedule: Real estate tax exemptions shall not exceed \$125 for any one year. This exemption cannot be carried forward and can only be issued as a tax relief for the qualifying dwelling and the one acre of land upon which the house is situated. Should the tax liability on the property be less than \$125, the amount exempted would be the amount of the tax liability.

**§ 88-55 Changes in status.**

Changes in respect to income, financial worth, ownership of properties and other factors occurring during the taxable year for which the affidavit is filed and having the effect of exceeding or violating the limitations and conditions provided in this article shall nullify any relief of any real estate tax liability for the then current taxable year and the taxable year immediately thereafter. No change in reclassification and reassessment shall be required for a tax year if the change in circumstances is attributable to the death during the tax year of the person whose age or disability qualified the real estate for the relief granted by this article.

**§ 88-56. Violations and penalties.**

Any person or persons who falsely claim exemptions under this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$50 nor more than \$500 for each offense.

**CHAPTER 88 TAXATION**

**ARTICLE XIII PERSONAL PROPERTY TAX RELIEF FOR CERTAIN ELDERLY AND DISABLED PERSONS**

**§ 88-68. PURPOSE**

**The Board of Supervisors of Buchanan County, Virginia, finds that elderly and disabled taxpayers are bearing an extraordinary tax burden on certain tangible personal property in relation to their income and financial worth, and hereby ordains that such tangible personal property shall be eligible to assessed and taxed in accordance with the provisions of Article 1.01 of Chapter 35 of Title 58.1 of the Code of Virginia and this article.**

**§ 88-69 Definitions.**

For the purposes of this article and unless otherwise required by the context:

**ELDERLY**

A person who has reached the age of 65 years as of December 31 of the preceding year.

**DISABLED**

An individual who is permanently and totally disabled so to be unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment or deformity which can be expected to result in death or which can be expected to last for the duration of such person's life. A person receiving benefits from the Social Security Administration pursuant to 42 U.S.C. § 423(d) shall be deemed disabled.

**NET FINANCIAL WORTH**

The assets, including the present value of all equitable interests, less the liabilities of the individuals prepared in accordance with generally accepted accounting principles.

**QUALIFYING VEHICLE**

"Qualifying vehicle" means any passenger car, motorcycle, autocycle, and pickup or panel truck, as those terms are defined in § 46.2-100, that is determined by the commissioner of the revenue of the county or city in which the vehicle has situs as provided by § 58.1-3511 to be (i) privately owned; (ii) leased pursuant to a contract requiring the lessee to pay the tangible personal property tax on such vehicle; or (iii) held in a private trust for nonbusiness purposes. In determining whether a vehicle is a qualifying vehicle, the commissioner of revenue must rely on the registration of such vehicle with the Department pursuant to Chapter 6 (§ 46.2-600 et seq.) of Title 46.2 or, for leased vehicles, the information of the Department pursuant to subsections B and C of § 46.2-623, unless the commissioner of the revenue has information that the Department's information is incorrect, or to the extent that the Department's information is incomplete. For purposes of this chapter, all-terrain vehicles and off-road motorcycles titled with the Department of Motor Vehicles and mopeds shall not be deemed qualifying vehicles.

**§ 88-70 Special elderly or disabled vehicle classification.**

**A.**

A vehicle which is primarily used and owned by an elderly or disabled owner who meets the income eligibility requirements of § ~~88-71~~ and the net worth eligibility requirements of § ~~88-72~~ may apply for the classification, assessment and taxation of such vehicle pursuant to § ~~88-73~~.

**B.**

A vehicle which is qualified for the relief provided by this article shall be classified as "Elderly or Disabled Owner Vehicle" and subject to the tax on tangible personal property annually imposed on such classification.

**§ 88-71 Income limitation.**

The total income received by an elderly or disabled vehicle owner during the calendar year immediately preceding the tax year for which the relief provided by this article is sought shall not exceed \$25,000. This income limitation shall be computed by aggregating the income of a husband and wife who reside in the same dwelling regardless of how such vehicle may be titled.



**§ 88-72 Net worth limitation.**

The net financial worth of an elderly or disabled vehicle owner as of December 31 of the immediately preceding calendar year and for each day of the tax year shall not exceed \$50,000. This net worth limitation shall be computed by excluding the unencumbered fair market value of the elderly or disabled owner's principal residence and up to one acre of land on which the principal residence is situated and any liabilities secured by such principal residence and land (and excluding the value of household furnishings, furniture, appliances and other items typically used in a home, which shall include any specialized equipment typically used in a home by a person with a disability). The assets and liabilities of a husband and wife who reside in the same dwelling shall be aggregated regardless of how the elderly or disabled owner vehicle may be titled.

**§ 88-73 Application procedure.**

**A.**

Any person desiring the tax relief allowed under this article shall file an application with the Commissioner of Revenue between March 1 and May 1 of the tax year for which relief is to be granted. The application shall be on forms provided by the Commissioner of Revenue.

**B.**

The application shall contain an affidavit that the owner satisfies the age or disability requirements; that the vehicle is primarily used by the owner whose age or disability is the basis upon which relief is sought; that the owner and the spouse of the owner satisfy the income and net worth limitations set forth in §§ **88-71** and **88-72**; and that the applicant reasonably expects to continue to satisfy the net worth limitation and, if applicable, the disability requirement, throughout the tax year for which relief is sought.

**C.**

The application shall also contain a complete copy of the Federal and Virginia income tax returns of the individuals whose income is subject to the limitation in § **88-71** for the calendar year preceding the tax year for which relief is sought. If such tax returns are not available when the application is required to be filed, the copies shall be provided to the Commissioner of the Revenue immediately after they have been filed with the appropriate tax officials.

**D.**

If relief is sought on the basis of the disability of the owner, the application shall contain a certification by the Social Security Administration, the Department of Veterans Affairs or the Railroad Retirement Board. If the owner is ineligible for certification by any of these agencies, the application shall contain a sworn affidavit by two medical doctors who are either licensed to practice medicine in Virginia or are military officers on active duty who practice medicine with the United States Armed Forces, that the owner or the owner's spouse is permanently and totally disabled, as defined in Va. Code § 58.1-3506.3. The affidavit of at least one of the doctors shall be based upon a physical examination of the applicant by the doctor making the affidavit. The affidavit of one of the doctors may be based upon medical information contained in the records of the Civil Service Commission which is relevant to the standards for determining permanent and total disability.

**E.**

The Commissioner of Revenue shall make any other reasonable inquiry, including, if need be, requiring the questions be answered under oath, for the purpose of determining if the owner is eligible for the relief provided under this article.

**F.**

The Commissioner of Revenue has the discretion to grant extension of time until June 1<sup>st</sup> of each year for the filing of supporting documents required in this section (88-73).

**§ 88-74 Change in circumstances.**

**A.**

If there is a change in circumstances during the tax year that would have the effect of violating the ownership or disability requirements of § **88-70**, or the net worth limitation of § **88-72**, then the owner is ineligible for relief and the vehicle shall be classified, assessed and taxed for the tax year as in no relief had been granted under this article. No such reclassification and reassessment shall be required for a tax year if the change in circumstances is attributable to the death during the tax year of the person whose age or disability qualified the vehicle for the relief granted by this article.

**B.**

The additional tax attributable to any reclassification and reassessment required by this section shall be prorated as follows:

**(1)**

If the change of circumstances occurred after January 1 but before May 1 of the tax year, then 100% of the additional tax shall be assessed.

**(2)**

If the change of circumstances occurred after May 1 but before December 31 of the tax year, then none of the additional tax shall be assessed.

**§ 88-75 Effective date; tax rate; notice to taxpayers.**

**A.**

The effective date of this article is January 01, 2008 for the taxable year 2008 and thereafter. The tax relief provided herein shall be in the amount of \$50, which shall be deducted as a credit on the personal property tax bill for one motor vehicle per disabled or elderly taxpayer meeting the income and net financial worth criteria set forth in §§ **88-71** and **88-72**. Failure of a taxpayer to be current in the payment of all local taxes shall result in the forfeiture of the tax relief provided herein.

**B.**

The Commissioner of Revenue shall employ reasonable means to notify residents of the terms and conditions of the relief available under this article.

**88-75.1 Violations and penalties.**

Any person or persons who falsely claim exemptions under this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$50 nor more than \$500 for each offense.

It is so ORDAINED this 6<sup>th</sup> day of March, 2017.

RECORDED VOTE:

MEMBERS PRESENT: Seven

MEMBERS ABSENT: Zero

AYES: Seven

NAYS: Zero

ABSTENTIONS: Zero

ATTEST:

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

\_\_\_\_\_  
J. Carroll Branham, Chairman

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**IN RE: CONSIDER ADOPTING THE RESOLUTION TO ACCEPT THE DEED FROM THE INDUSTRIAL DEVELOPMENT AUTHORITY TO BUCHANAN COUNTY, VIRGINIA REGARDING TWO (2) TRACTS OF REAL ESTATE ALONG STATE ROUTE 80**

After a general discussion by the board upon motion by William P. Harris seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, William P. Harris, Trey Adkins, Earl Scott, J. Carroll Branham, Craig Stiltner, G. Roger Rife, Harold H. Fuller and zero (0) nays, this board did hereby approve to adopt the following Resolution to accept the Deed from the Industrial Development Authority to Buchanan County, Virginia regarding two (2) tracts of real estate along State Route 80. A copy of the deed is located in the Buchanan County Administrator’s Office, 4<sup>th</sup> floor of the courthouse for review.

**RESOLUTION**

**IN RE: ACCEPTANCE OF DEED FROM THE INDUSTRIAL DEVELOPMENT AUTHORITY OF BUCHANAN COUNTY, VIRGINIA TO BUCHANAN COUNTY, VIRGINIA REGARDING TWO (2) TRACTS OF REAL ESTATE ALONG STATE ROUTE 80**

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

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 6<sup>th</sup> day of March, 2017 by a roll call vote of seven for and zero against.

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

ATTEST:

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

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**IN RE: PUBLIC HEARING – 10:45 A.M. – TO HEAR PUBLIC COMMENTS CONCERNING THE CONVEYANCE OF SEVERAL PARCELS OF PROPERTY INVOLVED IN THE RIGHT OF WAY FOR THE ROCKWALL CURVE PROJECT, ROUTE 80 LOCATED IN THE HURRICANE MAGISTERIAL DISTRICT TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION**

J. Carroll Branham, Chairman opened the public hearing for comments.

Billie Campbell with Terra Tech Engineering Services stated in order to transfer the property to the Virginia Department of Transportation a public hearing had to be held.

Upon motion by Harold H. Fuller seconded by Earl Scott and with a roll call vote of seven (7) yeas, William P. Harris, Trey Adkins, Earl Scott, J. Carroll Branham, Craig Stiltner, G. Roger Rife, Harold H. Fuller and zero (0) nays, this board did hereby approve to close the public hearing.

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**IN RE: CONSIDER ADOPTING THE RESOLUTION TO APPROVE THE CONVEYANCE OF THE DEED OF GIFT FOR SEVERAL PARCELS OF PROPERTY INVOLVED IN THE ROCKWALL CURVE PROJECT, ROUTE 80 LOCATED IN THE HURRICANE MAGISTERIAL DISTRICT TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH DEED ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by William P. Harris seconded by Harold H. Fuller and with a roll call vote of seven (7) yeas, William P. Harris, Trey Adkins, Earl Scott, J. Carroll Branham, Craig Stiltner, G. Roger Rife, Harold H. Fuller and zero (0) nays, this board did hereby adopt the following Resolution to approve the conveyance of the Deed of Gift for several parcels of property involved in the Rockwall Curve Project, Route 80 located in the Hurricane Magisterial District to the Virginia Department of Transportation and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County with the approval as to form by the County Attorney:

**RESOLUTION**

**IN RE: CONVEYANCE OF DEED FROM BUCHANAN COUNTY, VIRGINIA TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION**

**BE IT RESOLVED**, by the Buchanan County Board of Supervisors after conducting a public hearing pursuant to the provisions of Virginia Code section 15.2-1800 approves the conveyance of the property to the Virginia Department of Transportation by the county as described in that Deed attached hereto between the Virginia Department of Transportation

and Buchanan County, Virginia and authorizes the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 6<sup>th</sup> day of March, 2017 by a roll call vote of seven for and zero against.

Moved by: William P. Harris

Seconded by: Harold H. Fuller

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Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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Robert Craig Horn, County Administrator

**THIS DEED OF GIFT**, made and entered into on this the 6<sup>th</sup> day of March, 2017, by and between **BUCHANAN COUNTY, VIRGINIA**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “**GRANTOR**”, and, the **COMMONWEALTH OF VIRGINIA**, through the **VIRGINIA DEPARTMENT OF TRANSPORTATION**, an agency of the Commonwealth of Virginia, hereinafter sometimes referred to as “**GRANTEE**”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

**WITNESSETH:**

**THAT WHEREAS**, the VDOT revenue sharing Rt. 80 Rockwall Curve Project has been completed and

**WHEREAS**, certain properties acquired or previously owned by the Grantor that were used in the Rockwall Curve Project need to now be transferred to the Grantee; and

**WHEREAS**, the Grantee needs title to the six parcels of property to be able to properly

Maintain Rt. 80, a primary highway in the Commonwealth of Virginia transportation system; and

**WHEREAS**, the Grantor now desires to grant and convey as a gift and the Grantee now desires to acquire such property as set forth in this deed of conveyance for right of way to finalize the Virginia Department of Transportation’s Rt. 80, Rockwall Curve Revenue Sharing Project in Buchanan County, Virginia; and,

**NOW THEREFORE**, for and in consideration of the benefit to the citizens of Buchanan County, Virginia and the traveling public at large, and the assistance of the

Virginia Department of Transportation rendered in regard to the Route 80, Rockwall Curve Revenue Sharing Project, and VDOT's future maintenance of Rt. 80, the Grantor does hereby give, grant, and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, all its right, title and interest in and to all of that certain six tracts or parcels of land situate on the waters of Russell Fork River, a tributary of the Levisa Fork of the Big Sandy River, in Buchanan County, Virginia, and being a portion of the same property which was acquired by the Grantor as set out in the premises herein, and being:

**1) AREA 1 ON PLAT INSTRUMENT #140000003 JAMES I. COMPTON AND LOUISE COMPTON, VIRGINIA C. SMITH by RENNA S. COOK AND C. ALLEN COOK (GRANTORS) TO BUCHANAN COUNTY, VIRGINIA (GRANTEE)**

**BEGINNING** at a point, said point has an approximate NAD 1983 Virginia South Zone State Plane coordinate value of N=3572758.840 and E=10441478.345, said point is also a common corner to the Buchanan County Industrial Development Authority Property reference Deed Book 390 Page 267 and is located below the existing Route 80; Thence with said Buchanan County Industrial Development Authority property the following S 59°17'10" W A Distance Of 78.70' to a point; Thence S 35°39'23" W A Distance Of 77.79' to a point, a corner to the property of James I Penley, reference Deed Book 204 Page 016; Thence leaving the Buchanan County Industrial Development Authority property and with the James I. Penley property the following, N 21°00'00" W A Distance Of 102.52' to a point; Thence N 77°50'00" W A Distance Of 116.00' to a point; Thence N 50°00'00" W A Distance Of 428.49' to a point; Thence N 37°20'00" W A Distance Of 29.96' to a point on the existing Southern right-of-way of State Route 80; Thence leaving the James I. Penley property and with said right-of-way the following S 49°58'52" E A Distance Of 75.75' to a point; Thence S 50°58'25" E A Distance Of 107.25' to a point; Thence S 50°58'25" E A Distance Of 165.32' to a point; Thence S 55°31'22" E A Distance Of 25.24' to a point; Thence With A Curve Turning To The Left With An Arc Length Of 132.89', With A Radius Of 163.98', With A Chord Bearing Of S 84°02'26" E, With A Chord Length Of 129.29', to a point; Thence N 71°59'26" E A Distance Of 22.47' to a point; Thence leaving said right-of-way S 15°23'50" E A Distance Of 21.36' to a point; Thence N 74°36'10" E A Distance Of 108.14' to a point; Thence S 42°09'41" E A Distance Of 84.34' to a point; Thence S 06°54'06" E A Distance Of 20.66'; to the point of beginning, having an area of 27557.244 Square Feet, and containing 0.633 Acres more or less.

**2) AREA 2 ON PLAT INSTRUMENT #140000003 JAMES I. COMPTON AND LOUISE COMPTON, VIRGINIA C. SMITH by RENNA S. COOK AND C. ALLEN COOK (GRANTORS) TO BUCHANAN COUNTY, VIRGINIA (GRANTEE)**

**BEGINNING** At A point, said point has an approximate NAD 1983 Virginia State Plane South Zone Coordinate value of N=3,572,908.280 and N=10,441,359.111 and is located on the Northern right-of-way of State Route 80 ; Thence with said right-of-way line the following S 74°36'10" W A Distance Of 67.80' to a point; Thence S 15°23'50" E A Distance Of 28.61' to a point; Thence S 71°59'26" W A Distance Of 23.84' to a point; Thence With A Curve Turning To The Right With An Arc Length Of 129.67', With A Radius Of 130.26', With A Chord Bearing Of N 79°13'15" W, With A Chord Length Of 124.38', to a point; Thence N 50°58'25" W A Distance Of 124.99' to a point; Thence N 50°51'11" W A Distance Of 210.69' to a

point; Thence leaving said right-of-way and with a new line N 39°38'10" E A Distance Of 35.97' to a point; Thence S 77°23'56" E A Distance Of 157.29' to a point; Thence S 59°30'35" E A Distance Of 317.77' to a point; Thence S 42°09'41" E A Distance Of 19.12'; to the point of beginning, having an area of 48128.681 Square Feet, and containing 1.105 Acres more or less.

**3) AREA 3 ON PLAT PART OF D.B. 329 PG.307 BUCHANAN CO. BOARD SUPERVISORS**

**BEGINNING** at a point on an existing 40' right-of-way, said point has an approximate NAD 1983 Virginia South Zone State Plane coordinate value of; N=3,572,541.004 and E=10,441,354.221 thence leaving said right-of-way S 65°29'35" W a distance of 51.08' to a point, a corner to parcel standing in the name of Buchanan County, Virginia; thence with said Buchanan County Virginia parcel the following N 25°45'01" W a distance of 41.52' to a point; thence N 47°39'59" W a distance of 61.00' to a point; thence N 54°53'09" E a distance of 137.34' to a point; thence S 20°59'37" E a distance of 23.41' to a point, a corner to a parcel standing in the name of Buchanan County IDA; thence with said parcel the following S 35°39'27" W a distance of 32.36' to a point; thence S 21°14'07" E a distance of 52.73' to a point on an existing 40' right-of-way; thence leaving said Buchanan County IDA parcel with a curve turning to the left with an arc length of 41.23', with a radius of 68.59', with a chord bearing of S 16°14'13" W, with a chord length of 40.61'; to the point of beginning, having an area of 9803.771 square feet, and containing 0.225 acres more or less and shown as AREA 3 on a plat prepared for the Virginia Department of Transportation.

**4) AREA 4 ON PLAT PART OF INSTRUMENT #1300002231 JAMES I. PENLEY AND PATRICIA G. PENLEY TO BUCHANAN COUNTY, VIRGINIA.**

**BEGINNING** at a point, said point has an approximate NAD 1983 Virginia State Plane South Zone coordinate value of N=3,572,508.140 and E=10,441,282.131; thence N 34°29'54" W a distance of 274.53' to a point; thence N 15°24'50" W a distance of 55.39' to a point; thence N 10°26'31" W a distance of 68.81' to a point; thence N 50°54'46" W a distance of 306.51' to a point; thence N 39°38'10" E a distance of 22.19' to a point; thence S 37°20'00" E a distance of 18.58' to a point on the right-of-way of Route 80; thence, S 50°00'00" E a distance of 428.49' to a point; thence S 77°50'00" E a distance of 116.00' to a point; thence S 21°00'00" E a distance of 79.11' to a point; thence S 54°53'09" W a distance of 137.34' to a point; thence S 47°39'59" E a distance of 61.00' to a point ; thence S 25°45'01" E a distance of 41.52' to a point; thence S 65°29'35" W a distance of 28.15'; to the point of beginning, having an area of 39885.453 square feet, and containing 0.916 acres more or less.

**5) AREA 5 ON PLAT**

**BEGINNING** at a point on the Eastern existing right-of-way of Route 80, said point has an approximate NAD 1983 Virginia South Zone State Plane coordinate value of N=3,572,642.656 and E=10,441,492.408; thence leaving said right-of-way S 59°23'02" E a distance of 101.56' to a point on the proposed new right-of-way; thence continuing with the new proposed right-of-way the following S 28°42'36" E a distance of 125.37' to a point; thence S 16°07'22" W a distance of 149.03' to a point on the existing right-of-way; thence with said right-of-way the following N 39°22'50" W a distance of 203.96' to a point; thence with a curve turning to the right with an arc length of 168.26', with a radius of 99.75', with a chord bearing of N 08°56'46" E, with

a chord length of 149.01';; to the point of beginning, having an area of 31,961.972 square feet, and containing 0.734 acres more or less.

**6) AREA 6 ON PLAT**

**BEGINNING** at a point on the existing Western right-of-way of Route 80, said point has an approximate NAD 1983 Virginia South Zone coordinate value of N=3,572,730.891 and E=10,441,481.728; thence with said right-of-way S 57°16'10" W a distance of 38.72' to a point; thence with a curve turning to the left with an arc length of 163.00', with a radius of 179.75', with a chord bearing of S 31°17'29" W, with a chord length of 157.47' to a point ;; thence leaving said right-of-way N 21°14'07" W a distance of 57.67' to a point; thence N 35°39'27" E a distance of 110.15' to a point; thence N 59°17'10" E a distance of 78.70'; thence S 06°54'06" E a distance of 28.15'; to the point of beginning, having an area of 5235.177 square feet, and containing 0.120 acres more or less.

The six afore-described parcels are depicted on a Plat prepared by William M Ramey, L.S. #2265, which said Plat is attached and incorporated by reference into this deed as Exhibit "A".

Said property was acquired by the Grantor as set out in the premises herein, reference to the documents described in the premises herein is made for a more particular description of such land.

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

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

There is hereby excepted and reserved from the operation of this conveyance such of the coal, oil, minerals, rights, privileges, etc., as may have been heretofore sold or excepted from said land by prior owners. This conveyance is subject to all prior conveyances, including, without limitation, easements, conditions, restrictions and reservations of record that touch upon or otherwise concern the property conveyed hereby.

That on the 6<sup>th</sup> day of March, 2017, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, after conducting a Public Hearing pursuant to section 15.2-1800 of the Va. Code of 1950, as amended, approved the conveyance of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that



the Buchanan County Board of Supervisors has authorized this conveyance to the Commonwealth of Virginia through its agency, namely the Virginia Department of Transportation.

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)**

**J. Carroll Branham**, Chairman of the  
Buchanan County, VA. Board of Supervisors

**BY:** \_\_\_\_\_ **(SEAL)**

**Robert Craig Horn**, County Administrator  
for Buchanan County, VA.

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**IN RE: PUBLIC HEARING – 11:30 A.M. – TO HEAR PUBLIC COMMENTS CONCERNING THE LEASE AGREEMENT BETWEEN BUCHANAN COUNTY, VIRGINIA AND MICHAEL ASHBY REGARDING THE GO-KART RACE TRACK PROPERTY AT POPLAR GAP/SOUTHERN GAP TO MICHAEL ASHBY**

J. Carroll Branham, Chairman opened the public hearing for comments.

Linda Stiltner, resident asked why does the county pay the workers that assists at the track and pay all the utilities?

Trey Adkins, Knox District Supervisor stated last year the guy that had leased the go-kart track donated \$75.00 to the county fair and this year Mr. Ashby who has the lease will be donating 100% of the go-kart race to the fair.

The county shouldn't pay for employees and utilities stated Ms. Stiltner. This board should think about this before they vote.

G. Roger Rife, South Grundy District Supervisor stated when a horse show is held the workers are paid out of the proceeds. What's the difference between the horse show and the race track?

L. Le Moise, County Attorney stated the horse show the workers are part-time employees of the county. The individual is operating the go-kart track pursuant to a lease.

Then I think both should be governing the same way, stated Mr. Rife.

This is a different situation because the county is leasing the go-kart track to a third party, stated Mr. Moise.

Craig Stiltner, Rocklick District Supervisor asked if the part-time county employees are they paid for working the horse shows? If so, the \$3,000 or so that Mr. Ashby's donates to the county fair for the race during the fair, should be enough to pay for the two (2) employees that works the go-kart races.

Ms. Stiltner stated someone else is making the money at the go-kart track.

Follow the money, stated Mr. Adkins.

The horse show is run by the county and when we lease the go-kart track out, then it's no longer run by the county, stated Mr. Rife. It's being runned by someone else. If we're leasing it for \$1, then why can't the person leasing the track, at least make enough money for two (2) or three (3) workers, instead of the county paying them.

Mr. Adkins requested the amount that the horse show brings in and what goes out for employees verses the cost of the race track and what it does for us. Once, we get these numbers then we can have a fair discussion about this. Throwing out this information without facts and numbers, numbers don't lie, he commented.

Upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, William P. Harris, Earl Scott, G. Roger Rife, Harold H. Fuller, J. Carroll Branham and zero (0) nays, this board did hereby approve to close the public hearing.

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**IN RE:            CONSIDER RATIFYING THE LEASE AGREEMENT BETWEEN  
                      BUCHANAN COUNTY, VIRGINIA AND MICHAEL ASHBY  
                      REGARDING THE GO-KART RACE TRACK AT POPLAR  
                      GAP/SOUTHERN GAP**

G. Roger Rife, South Grundy District Supervisor stated we can't keep putting money into recreational in the county. It should be in the lease agreement that the lessee will be responsible to pay the workers and utilities.

Trey Adkins, Knox District Supervisor stated the funds made from a horse show goes into one of South Grundy District accounts. Where are the part-time employees paid from that works the horse shows and where are the utilities paid from for the horse ring?

Robert C. Horn, County Administrator stated all of them get paid from general properties.

Harold H. Fuller, Garden District Supervisor stated I'll vote yes if the lease is legal.

L. Lee Moise, County Attorney stated I drafted what I was told to draft.

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of five (5) yeas, Craig Stiltner, Trey Adkins, William P. Harris, J. Carroll Branham, Harold H. Fuller and two (2) nays, Earl Scott

and G. Roger Rife, this board did hereby ratify the following Lease Agreement between Buchanan County, Virginia and Michael Ashby regarding the Go-Kart Race Track at Poplar Gap/Southern Gap:

**THIS LEASE AGREEMENT** ("Lease") made this \_\_\_\_ day of \_\_\_\_\_, 2017 between **BUCHANAN COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, ("Lessor") and **MICHAEL ASHBY**, ("Lessee") an individual, whose address is 3105 Hurley Road, Hurley, Virginia 24620.

WITNESSETH:

THAT WHEREAS, Lessor is a political subdivision of the Commonwealth of Virginia that is continuing to diversify and grow the local economy for the benefit of its citizens; and

WHEREAS, Lessor is seized and possessed of, and the owner of that certain tract or parcel of land known as the Buchanan County Go-Kart Race Track with improvements thereon located in the Poplar Gap/Southern Gap area of Prater Magisterial District of Buchanan County, Virginia; and

WHEREAS, Lessor desires to lease the Buchanan County, Va. Go-Kart Race Track to Lessee to operate; and

WHEREAS, the Lessor believes that the Lessee's operation of the Buchanan County, Va. Go-Kart Race Track will result in increased economic activity in the County that will benefit local businesses and the County in general; and

NOW, THEREFORE, in consideration of the aforementioned premises and the mutual covenants conveyed herein, the parties agree as follows:

1. **Premises:**

Lessor hereby leases to Lessee and Lessee leases from Lessor, at the rental, and upon all of the conditions set forth herein, that portion of a parcel of property owned by Buchanan County, Va. with improvements and recorded in the Clerk's Office of the Circuit Court of Buchanan County in Deed Book 428, page 529, in Plat Book 12, page 188, and known as the Buchanan County, Va Go-Kart Race Track, (hereinafter know as "The Race Track or Premises") as designated and shown on Exhibit "A" 271615.2 square feet (6.2 acres) (the "Premises") which is attached hereto and incorporated herein, together with adequate parking to accommodate the vehicles of Lessee's employees and invitees.

2. **Term:**

Lessor agrees to lease the above Premises to Lessee for a period of one (1) year commencing on the 19<sup>th</sup> day of February, 2017.

3. **Rent:**

Lessee shall pay One Dollar (\$1.00) per year during the term of this Lease.

4. **Compliance with Law:**

Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, in effect during the term or any part of the term hereof, regulating the use of the Premises. Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

5. **Use:**

The Premises shall be used and occupied for Lessee's operation of the Race Track. Lessor will supply personnel to assist in the operation of the sound system and scales located at the Race Track.

6. **Condition of Premises:**

Lessee acknowledges that costs and expenses may be needed to be incurred in order to operate the Race Track. Lessee agrees to operate the Race Track at his sole cost and expense and accepts the Race Track described herein in its current "AS IS" condition existing as of the date hereof. The Lessee shall be responsible for providing insurance to drivers. The Lessee shall be responsible for all documentation in regard to driver's insurance and liabilities. Lessee shall be responsible for all rewards or payback to drivers. Lessee will be responsible for all finances obtained.

7. **Maintenance, Repairs, and Alterations:**

**Lessee's Obligations.** Lessee at his sole expense shall keep the Race Track in good order, condition and repair during the term of this Lease and any extension thereof.

8. **Lessor's Rights.** If Lessee fails to perform Lessee's obligations under this lease after 30 days written notice from Lessor (unless within such 30 day period Lessee performs such obligations or commences same and diligently proceeds to complete such performance), Lessor may at its option (but shall not be required to) enter upon the Premises (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf.

9. **Utilities:**

Lessor shall pay for all utilities.

10. **Severability:**

The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way effect the validity of any other provision thereof.

11. **Notices:**

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, and if given personally or by mail, shall be deemed sufficient given if addressed to Lessee or to Lessor at the address noted on the first page of this Lease, as the case may be. Either party may by notice to the other specify a

different address for notice purposes. A copy of all notices required or permitted to be given to either party hereunder shall be concurrently transmitted to such other party or parties at such addresses as Lessor or Lessee may from time to time hereafter designate by notice to the other.

**12. Binding Effect; Choice of Law:**

This Lease shall be governed by the laws of the Commonwealth of Virginia. Any disputes arising hereunder, resulting in litigation, shall be resolved by the Circuit Court of Buchanan County, Virginia.

Witness the following signatures and seals, all duly authorized, effective as of the date first above written:

**BUCHANAN COUNTY, VIRGINIA (LESSOR)**

By: \_\_\_\_\_(SEAL)  
Print Name: J. Carroll Branham  
Title: Chairman of Board of Supervisors

ATTEST:

By: \_\_\_\_\_(SEAL)  
Print Name: Robert C. Horn  
Title: County Administrator

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

**IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS**

After a general discussion by the board upon motion by William P. Harris seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, G. Roger Rife, Earl Scott, Harold H. Fuller, William P. Harris, Trey Adkins, Craig Stiltner J. Carroll Branham and zero (0) nays, this board did hereby approve the following additional appropriations:

- Additional appropriation to Hurricane District Park and Rec., account number 71040-6022-02 in the amount of \$350.00;
- Additional appropriation to Rowe Community Center, account number 53050-5604-02 in the amount of \$75.00;
- Additional appropriation to Garden District Park and Rec., account number 71040-5604-01 in the amount of \$1,200.00;
- Additional appropriation to Garden District Park and Rec., account number 71040-5604-01 in the amount of \$275.00;
- Additional appropriation to Garden District Park and Rec., account number 71040-5604-01 in the amount of \$150.00;

- Additional appropriation to Rocklick District Park and Rec., account number 71040-5604-06 in the amount of \$275.00.

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**IN RE: CONSIDER SCHEDULING A PUBLIC HEARING ON MONDAY, APRIL 3<sup>RD</sup> AT 11:00 A.M. TO HEAR PUBLIC COMMENTS REGARDING THE ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$815,000 TO THE BUCHANAN COUNTY DEPARTMENT OF SOCIAL SERVICES FOR STATE/FEDERAL FUNDING ALLOCATED**

Upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, G. Roger Rife, Earl Scott, Harold H. Fuller, William P. Harris, Trey Adkins, Craig Stiltner J. Carroll Branham and zero (0) nays, this board did hereby approve to schedule a public hearing for Monday, April 3<sup>rd</sup> at 11:00 a.m. to hear public comments regarding an additional appropriation in the amount of \$815,000 to the Buchanan County Department of Social Services for state/federal funding allocated.

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**IN RE: GREG MCCLANAHAN, DIRECTOR OF BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY (PSA) – CONSIDER APPROPRIATION TO THE PSA FOR BOND OBLIGATION**

Greg McClanahan, Director of Buchanan County Public Service Authority (PSA) stated two (2) bond payments are due in April and two (2) in June. The PSA needs the funding for the two (2) payment due in April now.

Upon motion by Trey Adkins seconded by William P. Harris to issue a check for the two (2) bond payments in the amount of \$19,784.38 and \$8,951.66 to the Buchanan County Public Service Authority from the CNX Gas account and with a roll call vote of two (2) yeas, Trey Adkins, William P. Harris and five (5) nays, G. Roger Rife, Harold H. Fuller, Craig Stiltner, Earl Scott, J. Carroll Branham. The motion failed.

Upon motion by Trey Adkins seconded by William P. Harris and with the following roll call vote of six (6) yeas, Trey Adkins, William P. Harris, Craig Stiltner, Earl Scott, Harold H. Fuller, J. Carroll Branham and one (1) nay, G. Roger Rife, this board did hereby approve to issue the following bond payments for the Buchanan County Public Service Authority from Fund 52:

- Series 2015A Bond Payment in the amount of \$19,784.38;
- Series 2001 in the amount of \$8,951.66.

Craig Stiltner, Rocklick District Supervisor requested an update of all the accounts and fund balances from the PSA monthly in the board of supervisor’s agenda packages.

**IN RE: KEN SMITH WITH SONS OF CONFEDERATE VETERANS -  
CONSIDER ADOPTING THE RESOLUTION DECLARING APRIL  
2017 AS CONFEDERATE HERITAGE AND HISTORY MONTH**

Ken Smith with Sons of Confederate Veterans wasn't present for the meeting.

After a general discussion by the board upon motion by Harold H. Fuller seconded by Trey Adkins and with a roll call vote of seven (7) yeas, G. Roger Rife, Trey Adkins, William P. Harris, Craig Stiltner, Earl Scott, Harold H. Fuller, J. Carroll Branham and zero (0) nays, this board did hereby adopt the following Resolution declaring that April 2017 be designated as Confederate Heritage and History Month:

**Confederate Heritage and History Month Resolution**

Be it hereby resolved that the Buchanan County Board of Supervisors in Commemoration of the Distinguished Service of the Confederate Veterans of Buchanan County declare that April 2017 be designated as Confederate Heritage and History Month.

The American Civil War was a difficult and trying time for this Nation and the Commonwealth of Virginia and this fledgling county.

The Recognition of the Service of these Buchanan County residents needs to be remembered and honored: As they fought and served to protect their homes and families.

Of over 500 men in 1860 from Buchanan County, nearly 400 served in the Confederate Army and another 100 served in the Federal Army and with this resolution the service of these men will be remembered and honored.

So it is with great pride and honor that the Buchanan County Board of Supervisors do adopt this resolution sponsored by the Lt. Col. Vincent Addison Witcher Camp # 1863, Virginia Division, Army of Northern Virginia of the Sons of Confederate Veterans.

This resolution was adopted on the 6<sup>th</sup> day of March, 2017.

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

ATTEST:

\_\_\_\_\_  
County Administrator

**IN RE: CONSIDER APPROVING INVOICE FROM SAMATHA FIELDS**

After a general discussion by the board upon motion by William P. Harris seconded

by Harold H. Fuller and with the following roll call vote of six (6) yeas, Harold H. Fuller, William P. Harris, Craig Stiltner, J. Carroll Branham, Earl Scott, G. Roger Rife, zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve the invoice from Samatha Fields in the amount of \$150.00 for cleaning the Rowe Community Center.

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**IN RE:           JOBETH WAMPLER WITH THE GRUNDY WOMAN’S CLUB -  
CONSIDER DECLARING APRIL AS CHILD ABUSE AND NEGLECT  
PREVENTION MONTH IN BUCHANAN COUNTY**

JoBeth Wampler with the Grundy Woman’s Club wasn’t present for the meeting.

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, William P. Harris, Craig Stiltner, J. Carroll Branham, Earl Scott, G. Roger Rife and zero (0) nays, this board did hereby adopt the following Proclamation declaring April as Child Abuse and Neglect Prevention Month in Buchanan County:

**DECLARING APRIL CHILD ABUSE AND NEGLECT PREVENTION MONTH IN  
BUCHANAN COUNTY**

**WHEREAS**, during State Fiscal Year 2015, there were 49,868 children reported as possible victims of abuse or neglect in 33,020 completed reports which were accepted by Virginia’s city and county departments of social services, according to the Virginia Department of Social Services.

**WHEREAS**, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

**WHEREAS**, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don’t know how to cope; and

**WHEREAS**, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

**WHEREAS**, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships created among families, social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

**WHEREAS**, the GFWC Grundy Woman's Club, an affiliate of the General Federation of Women's Clubs and GFWC Virginia, supports the work of Prevent Child Abuse America and PCA Virginia, whose mission is to prevent the abuse and neglect of all children in the United States;

**THEREFORE, BE IT RESOLVED**, that the Town of Grundy supports the GFWC Grundy Woman's Club collaborative efforts on behalf of the children of Buchanan County, and



**THEREFORE**, I, J. Carroll Branham, Chairman of the Buchanan County Board of Supervisors, do hereby proclaim April 2017 as **Child Abuse Prevention Month** and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and neglect and strengthening the communities in which we live.

ATTEST:

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J. Carroll Branham, Chairman of the  
Buchanan County Board of Supervisors

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**IN RE:           JOBETH WAMPLER WITH THE GRUNDY WOMAN’S CLUB -  
CONSIDER DECLARING APRIL AS AUTISM AWARENESS MONTH  
IN BUCHANAN COUNTY**

JoBeth Wampler with the Grundy Woman’s Club wasn’t present for the meeting.

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, William P. Harris, Craig Stiltner, J. Carroll Branham, Earl Scott, G. Roger Rife and zero (0) nays, this board did hereby adopt the following Proclamation proclaiming the month of April as Autism Awareness Month in Buchanan County:

**DESIGNATION OF APRIL AS  
AUTISM AWARENESS MONTH  
IN BUCHANAN COUNTY**

**WHEREAS**, Autism is a pervasive developmental disorder affecting the social, communication, and behavioral skills of those affected by it. More than 3.5 million Americans live with an autism spectrum disorder; and

**WHEREAS**, Autism is the fastest-growing developmental disability, with prevalence increasing 6-15 percent each year since 2002. While statistics vary, the U.S. Center for Disease Control & Prevention estimates 1 in 68 American children have been diagnosed with autism; however, a National Center for Health Statistics survey estimates the rate may be as high as 1 in 45 children. The disorder is reported to occur in all racial, ethnic, and socioeconomic groups; and

**WHEREAS**, Only 16.8 percent of the population with disabilities is employed, and 35 percent of young adults (ages 19-23) with autism have not had a job or received postgraduate education after leaving high school; and

**WHEREAS**, There is no cure for autism, but it is well-documented that if individuals with autism receive treatment early in their lives, it is often possible for those individuals to lead significantly improved lives and studies suggest progress has been made in identifying children with autism spectrum disorder (ASD) at younger ages; and

**WHEREAS**, Individuals with autism often require a lifetime of specialized and community support services to ensure their health and safety, and to support families' resilience as they manage the psychological and financial burdens autism presents.

**BE IT FURTHER RESOLVED**, that the Buchanan County Board of Supervisors will support the efforts of the GFWC Grundy Woman's Club by designating the month of April 2017 as Autism Awareness Month and will light the exterior of the Buchanan County Courthouse in blue to encourage residents to show support for the local autism community.

**DATED** on this 6th day of March 2017.

ATTEST:

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

\_\_\_\_\_  
J. Carroll Branham, Chairman

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**IN RE:            CONSIDER APPROVING THE EXTENSION AND AMENDMENT OF  
THE APCO AGREEMENT FOR ELECTRIC GENERAL SERVICE  
BETWEEN APCO AND BUCHANAN COUNTY**

After a general discussion by the board upon motion by William P. Harris seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, William P. Harris, Craig Stiltner, J. Carroll Branham, Earl Scott, G. Roger Rife and zero (0) nays, this board did hereby approve the extension and amendment of the APCo Agreement for Electric General Service between APCo and Buchanan County. A copy of this agreement is located in the Buchanan County Administrator's Office, 4<sup>th</sup> floor of the courthouse for review.

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**IN RE:            CONSIDER APPROVING TO ISSUE A CHECK FOR THE  
FOLLOWING COYOTE CLAIMS IN THE AMOUNT OF \$50.00 AND  
CONSIDER A TRANSFER/ADDITIONAL APPROPRIATION TO  
FUND 10, LIVESTOCK CLAIMS ACCOUNT NUMBER 35010-8104**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, Harold H. Fuller, Craig Stiltner, William P. Harris, J. Carroll Branham, G. Roger Rife, Earl Scott and one (1) nay, Trey Adkins, this board did hereby approve to issue a check for the following coyote claims

in the amount of \$50.00 and if funding isn't available for all claims the board approved to take the funding from each of the seven (7) district accounts:

- Lisa Blankenship
- Tyler Sutherland
- Joseph Hess
- Billy Green
- Brannon Breeding
- Ethan Stiltner
- Alfred Lee Yates
- Chris Wolford (2 claims)
- Jerry McClanahan
- Clinton Hurley (3 claims)
- Doug Raines (2 claims)
- Charles Compton (2 claims)
- Arvil Quinley (2 claims)

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**IN RE: CONSIDER APPROVING THE APPLICATION AND CERTIFICATE FOR PAYMENT IN THE AMOUNT OF \$118,673.05 TO D. H. GRIFFIN WRECKING CO., INC. AND CHANGE ORDER NO. 3 (DECREASE IN THE AMOUNT OF \$312.45) REGARDING THE BUCHANAN COUNTY JAIL DEMOLITION**

After a general discussion by the board upon motion by Harold H. Fuller seconded by William P. Harris and with the following roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, Craig Stiltner, William P. Harris, J. Carroll Branham, G. Roger Rife, Earl Scott and zero (0) nays, this board did hereby approve the application and certificate for payment in the amount of \$118,673.05 to D. H. Griffin Wrecking Co., Inc. and Change Order No. 3 (decrease in the amount of \$312.45) regarding the Buchanan County Jail Demolition.

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**IN RE: CONSIDER APPROVING REIMBURSEMENT TO KATHY A. MITCHEUM, 1025 ZENITH DRIVE, GRUNDY IN THE AMOUNT OF \$36.00 FOR UTILITY TAXES PAID FOR GARBAGE PICKUP SINCE JANUARY 2015 AND TO REQUEST THAT MS. MITCHEUM SUBMIT HER REQUEST EVERY TWO (2) YEARS FOR REIMBURSEMENT, PROSPECTIVELY**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, Craig Stiltner, William P. Harris, J. Carroll Branham, G. Roger Rife, Earl Scott and zero (0) nays, this board did hereby approve the reimbursement to Kathy A. Mitcheum, 1025 Zenith Drive, Grundy, Virginia 24614 in the amount of \$36.00 for utility taxes paid for

garbage pickup since January 2015 and to request that Ms. Mitcheum submit her request every two (2) years for reimbursement, prospectively.

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**IN RE: CONSIDER APPROVING TO CONDUCT AN ASBESTOS STUDY ON PROPERTY BELONGING TO EARL HAROLD MCCOY, 1252 ROSEANN ROAD, GRUNDY, VIRGINIA**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, Craig Stiltner, William P. Harris, J. Carroll Branham, G. Roger Rife, Earl Scott and zero (0) nays, this board did hereby approve to conduct an asbestos study on property belonging to Earl Harold McCoy, 1252 Roseann Road, Grundy, Virginia. This asbestos study will be paid from General Properties.

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**IN RE: CONSIDER APPROVING REQUEST FROM MS. ANGELA STACY IN THE AMOUNT OF \$583.05 FOR REIMBURSEMENT FOR DAMAGES TO HER 2005 CHEVY TRAILBLAZER AT THE HUD OFFICE**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, Craig Stiltner, William P. Harris, J. Carroll Branham, G. Roger Rife, Earl Scott and zero (0) nays, this board did hereby deny your request for reimbursement for damages to your 2005 Chevy Trailblazer while conducting business on January 26<sup>th</sup>, 2017 at 2:00 p.m. at the HUD Office on Slate Creek. Your request was denied in part due to the location of the property where the damages occurred is not owned by the county.

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**IN RE: CONSIDER APPROVING THE INVOICE FROM ATV & SXS ILLUSTRATED IN THE AMOUNT OF \$95.00 QUARTERLY FOR ADVERTISEMENT IN THE MAGAZINE TO BE PAID FROM THE TOURISM LINE ITEM ACCOUNT**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, Craig Stiltner, William P. Harris, J. Carroll Branham, G. Roger Rife, Earl Scott and zero (0) nays, this board did hereby the invoice from ATV & SXS Illustrated in the amount of \$95.00 quarterly for advertisement in the magazine to be paid from the tourism line item account.

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

Upon a motion by Earl Scott seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, Craig Stiltner, William P. Harris, J. Carroll Branham, G. Roger Rife, Earl Scott and zero (0) nays, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711 (A)(1), a personnel matter involving a claim for vacation leave from a former sheriff's office employee; Virginia Code Section, 2.2-3711 (A)(1), a personnel matter involving the Buchanan County Sanitation Dept.; Virginia Code Section, 2.2-3711 (A)(3)(7), a matter involving the acquisition of public property (E-W Road); Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel warranty claim regarding the Poplar Gap Park gymnasium; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding the local options for health insurance and Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding Southwest Regional Recreation Authority (SRRA).

Motion was made by Craig Stiltner to return from closed session seconded by Earl Scott and with a unanimous voice vote by the board.

This board's meeting resumed in open session after being in executive session for two (1) hour and forty-four (44) minutes.

A motion by Craig Stiltner seconded by Trey Adkins, with J. Carroll Branham, Chairman of the Buchanan County Board of Supervisors announcing during such session the board had also discussed Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding contracts for the Buchanan County Fair.

The board of supervisors ratified the discussion of the additional matter 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, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins and zero (0) nays.

**IN RE: SUSAN M. WHITE AND DOUG SHEETS WITH CLINCH VALLEY COMMUNITY ACTION, INC. – TO CONSIDER INCLUDING BUCHANAN COUNTY IN THE RETIRED AND SENIOR VOLUNTEER PROGRAM (RSVP) GRANT PROPOSAL**

Susan M. White, Director Senior Volunteer Service thanked the board for the opportunity to speak at today's meeting. She stated the Retired and Senior Volunteer Program at Clinch Valley Community Action, Inc. is wanting to expand services into Buchanan County and Russell County. Currently, we are in Tazewell County only.

Volunteers much be ages 55 or older to serve in the RSVP Program, stated Ms. White. The volunteers use their skills to serve in the ocmmit6y. We have a lot of volunteers in Tazewell County, but they are aging out, she stated.

We would love to come into Buchanan County and hire a part time administrator for the program, stated Ms. White. However, we will not come here without the blessings from the county.

Doug Sheets, Executive Director of Clinch Valley Community Action, Inc. stated we're not coming into the county to take over any other entities.

Ms. White stated the sponsors will be required to match 10% funding in year one, 20% funding in year two and 30% funding for each year after. Matching funds can be cash or in-kind.

Volunteers in the RSVP Program can assist in food services, transportation, meals, hospitals, schools and light housekeeping, stated Ms. White. The benefits as an enrolled RSVP volunteer are covered by personal liability and excess (supplemental) accident/automobile liability insurance at no cost. Benefits include up to \$25,000 in medical insurance and \$1,000,000 in personal liability insurance.

After a general discussion by the board Upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins and zero (0) nays, this board did hereby adopt the following Resolution regarding Buchanan County's willingness to participate in the Retire and Senior Volunteer Program (RSVP) Grant Proposal:

***RESOLUTION ON BUCHANAN COUNTY'S WILLINGNESS***

***TO PARTICIPATE IN THE RETIRED AND SENIOR VOLUNTEER PROGRAM GRANT PROPOSAL***

Be it resolved, by the Buchanan County, Va. Board of Supervisors, that Buchanan County, Va., states it desire to be included in The Retired and Senior Volunteer Program (RSVP) grant proposal.

Be it further resolved, that the County Administrator shall mail on behalf of the Board a copy of this resolution to Susan M. White and Doug Sheets with Clinch Valley Community Action, Inc.

Adopted on this the 6<sup>th</sup> day of March, 2017.

Recorded Vote:

Moved by: Trey Adkins

Seconded by: Harold H. Fuller

Yeas: Seven

Nays: Zero

\_\_\_\_\_  
J. Carroll Branham, Chairman,

Buchanan County, Va. Board of Supervisors

ATTEST:

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

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

**IN RE: CONSIDER APPROVING THE ROLL-OFF CONTAINER  
PERMANENT SERVICE AGREEMENT AND TEMPORARY  
SERVICE AGREEMENT**

Keith Baldwin, Public Works Director requested the board to approve the two (2) agreements for the roll off containers.

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins and zero (0) nays, this board did hereby approve the Roll-Off Container Permanent Service Agreement and Temporary Service Agreement.

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**IN RE: CONSIDER APPROVING TO REQUEST BIDS THROUGH SMALL  
PURCHASE PROCUREMENT FOR THE PURCHASE OF ROLL-OFF  
CONTAINERS**

Robert C. Horn, County Administrator asked if the county could use the previous bid that was received for the purchase of additional roll-off containers?

L. Lee Moise, County Attorney stated if it was a specific number then we need to do a new bid.

Craig Stiltner, Rocklick District Supervisor stated we can't wait and go out for bids, because we have a company wanting six (6) to eight (8) and they're not going to wait for us.

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins and zero (0) nays, this board did hereby approve to request bids through small purchase procurement, best value concept for the purchase of roll-off containers up to \$50,000 or less to be used by the Buchanan County Sanitation Department.

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**IN RE:            CONSIDER APPOINTING A COMMITTEE TO REVIEW THE RFP  
FOR A LICENSED AGENT OR BROKER TO OBTAIN AND  
NEGOTIATE FOR HEALTH AND DENTAL INSURANCE**

After a general discussion by the board upon motion by Trey Adkins seconded by Earl Scott and with the following roll call vote of seven (7) yeas, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Craig Stiltner, Trey Adkins and zero (0) nays, this board did hereby appoint J. Carroll Branham and Craig Stiltner to the committee to review the RFP for a licensed agent or broker to obtain and negotiate for health and dental insurance.

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**IN RE:            CONSIDER APPROVING CONTRIBUTIONS**

After a general discussion by the board upon motion by Trey Adkins seconded by William P. Harris and with the following roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby approve the following contributions:

Kiwanis Club of Council	\$1,000.00
Twin Valley High School (Senior Trip)	\$2,000.00
Council High School (Junior/Senior Prom)	\$500.00
Council High School (Senior Class)	\$5,000.00
Council Elem./Middle School (Boy Scout Pack 755 and Troop 700)	\$400.00
Clinch Independent Living Services, Inc.	\$2,000.00
Knox Creek Volunteer Fire Dept.	\$776.92
Big Rock Volunteer Fire Dept. Inc.	\$1,147.00

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**IN RE: CONSIDER RATIFYING PAYROLL AFTER REVIEW**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby ratify the payroll after reviewing.

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**IN RE: CONSIDER RATIFYING THE PAYMENT OF BILLS BY RESOLUTION ADOPTED ON JANUARY 9<sup>TH</sup>, 2017. (INCLUDING THE BUCHANAN COUNTY HEAD START RATIFIED BILL LIST AND BILL LIST)**

After a general discussion by the board upon motion by Harold H. Fuller seconded by William P. Harris and with the following roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby ratifying the payment of bills by Resolution adopted on January 9<sup>th</sup>, 2017. (including the Buchanan County Head Start ratified bill list and bill list)

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**IN RE: CONSIDER APPROVING REQUEST FROM SCOTT COUNTY BOARD OF SUPERVISORS REGARDING THE REGIONAL JAIL AUTHORITY PROPOSED BUDGET FOR THE FISCAL YEAR 2018**

This issue was tabled, no action taken.

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**IN RE: CONSIDER APPROVING A FEASIBILITY STUDY TO TURN THE FORMER RUSSELL PRATER ELEMENTARY SCHOOL TO A JAIL FACILITY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby approve to do a feasibility study to turn the former Russell Prater Elementary School to a jail facility to be paid from the E-911 account.

**IN RE:            CONSIDER APPROVING TO REHIRE RICK BAILEY AS  
                      COORDINATOR FOR THE E-911 OFFICE**

Upon motion by G. Roger Rife seconded by Earl Scott and to reinstate Rickey Bailey's position as E-911 Coordinator.

Craig Stiltner, Rocklick District Supervisor stated I thought we decided last year that Marcus Stiltner or Keith Baldwin can make the signs.

Mr. Rife stated if we're going to spend the 911 money then we should at least have somebody up there looking after the E-911 funding.

What's he going to do, asked Mr. Stiltner? Pay him \$50K to \$70K per year counting benefits and all, to make and put up signs. I'd step off this board right now to work four (4) hours a day to put up four (4) signs a month for \$60 thousand dollars a year, he stated.

Trey Adkins, Knox District Supervisor suggested waiting until the end of June to hire someone.

Marcus Stiltner, Coal Haul Road Engineer stated when Mr. Riggsby retires in June, we need someone to help with mapping and Mr. Riggsby's salary is paid from coal haul road funds.

Upon motion by G. Roger Rife seconded by Earl Scott and to reinstate Rickey Bailey's position as E-911 Coordinator effective the following day after Sonny Riggsby's retirement and with the following roll call vote of five (5) yeas, G. Roger Rife, Earl Scott, J. Carroll Branham, William P. Harris, Harold H. Fuller and two (2) nays, Trey Adkins and Craig Stiltner.

**IN RE:            CONSIDER APPROVAL TO ISSUE A CHECK TO THE BUCHANAN  
                      COUNTY PUBLIC SERVICE AUTHORITY FROM THE COAL HAUL  
                      ROAD ACCOUNT**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, G. Roger Rife, Earl Scott, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby approve to issue the check in the amount of \$425,365.01 to the Buchanan County Public Service Authority from the Coal Haul Road account.

**IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING THE DECLARATION OF LOCAL EMERGENCY ON MARCH 1<sup>ST</sup>, 2017**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, G. Roger Rife, Earl Scott, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby adopt the following Resolution regarding the Declaration of Local Emergency on March 1<sup>st</sup>, 2017:

**RESOLUTION**

**IN RE: DECLARATION OF LOCAL EMERGENCY ON MARCH 1, 2017**

**THAT WHEREAS,** Buchanan County sustained substantial property damage and debris removal resulting from severe weather, including high winds, thunder storms and significant rainfall which occurred on or about March 1, 2017; and

**WHEREAS,** on March 1, 2017, at noon, Robert Craig Horn, Buchanan County Emergency Management Director, declared a local emergency effective as of March 1, 2017 a result of the severe weather that occurred on March 1, 2017; and

**NOW THEREFORE, BE IT RESOLVED,** by the Buchanan County Board of Supervisors that such declaration of a local emergency is hereby ratified and confirmed pursuant to Virginia Code section 44-146.21.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 6<sup>th</sup> day of March, 2017.

Recorded Vote:

Moved: Trey Adkins  
Seconded: Harold H. Fuller  
Yeas: Seven  
Nays: Zero

\_\_\_\_\_  
J. Carroll Branham, Chairman  
Buchanan County, Va. Board of Supervisors

ATTEST:

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

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**IN RE: CONSIDER APPROVING TO ALLOW THE COUNTY ADMINISTRATOR TO ISSUE A CHECK UP TO \$10,000 TO DISMAL RIVER RESCUE SQUAD**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, G. Roger Rife, Earl Scott, William P. Harris, J. Carroll Branham and

zero (0) nays, this board did hereby approve to allow the County Administrator to issue a check up to \$10,000 to Dismal River Rescue Squad to allow the rescue squad to meet payroll from one of the Garden District accounts.

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**IN RE: GENERAL DISCUSSION CONCERNING E-911 OFFICE**

Craig Stiltner, Rocklick District Supervisor stated he wanted to know how many signs is installed by the E-911 Office each month. Also, how much time is spent in maintaining the equipment and putting up the signs between Keith Baldwin and Sonny Riggsby back twelve (12) months.

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**IN RE: CONSIDER ADOPTING THE RESOLUTION ENDING THE DECLARATION OF LOCAL EMERGENCY ON MARCH 1<sup>ST</sup>, 2017**

After a general discussion by the board upon motion by Trey Adkins seconded by William P. Harris and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, G. Roger Rife, Earl Scott, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby adopt the following Resolution ending the Declaration of Local Emergency:

**RESOLUTION**

**IN RE: ENDING DECLARATION OF LOCAL EMERGENCY**

**THAT WHEREAS**, on March 1, 2017 the Buchanan County Director of Emergency Management, Robert Craig Horn, declared a local emergency effective, 12 noon, March 1, 2017 as a result of severe weather, high winds and severe thunder storms causing significant property damage in Buchanan Count, Va.; and

**WHEREAS**, the circumstances supporting the local emergency ended on the 5<sup>th</sup> day of March, 2017; and

**NOW THEREFORE, BE IT RESOLVED**, by the Buchanan County Board of Supervisors that such declaration of a local emergency is declared concluded on the 5<sup>th</sup> day of March, 2017.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 6<sup>th</sup> day of March, 2017.

Recorded Vote:

Moved: Trey Adkins  
Seconded: William P. Harris  
Yeas: Seven  
Nays: Zero

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J. Carroll Branham, Chairman  
Buchanan County, Va. Board of Supervisors

ATTEST:

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

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

**IN RE:            CONSIDER APPROVING THE ADDITIONAL APPROPRIATION TO  
THE BUCHANAN COUNTY PUBLIC LIBRARY IN THE AMOUNT  
OF \$3,671.08 TO ACCOUNT NUMBER 73010-8101 (MACHINERY  
AND EQUIPMENT) FOR REIMBURSEMENT RECEIVED**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Earl Scott and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, G. Roger Rife, Earl Scott, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby approve the additional appropriation to the Buchanan County Public Library in the amount of \$3,671.08 to account number 73010-8101 (machinery and equipment) for reimbursement received.

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**IN RE:            CONSIDER APPROVING PROPOSAL FROM HDH TECHNICAL,  
INC. REGARDING THE ENVIRONMENTAL CONSULTING  
SERVICES**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Earl Scott and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, G. Roger Rife, Earl Scott, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby approve the proposal from HDH Technical, Inc. regarding the Environmental Consulting Services for the Buchanan County Courthouse, Old Gas Station and Old Judge Williams Building at the approximate fee of \$4,590.00.

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

**IN RE:            CONSIDER APPROVING THE LAND USE AGREEMENT FROM  
CONSOL ENERGY FOR COUNTY ROAD NUMBER 3200 LOCATE  
IN THE SOUTH GRUNDY MAGISTERIAL DISTRICT**

This issue was tabled, no action taken.

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

**IN RE: CONSIDER APPROVING CONTRACT BY AND BETWEEN FUN-TIME AMUSEMENTS AND BUCHANAN COUNTY AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas and zero (0) nays, this board did hereby approve the following Contract by and between Fun-Time Amusements and Buchanan County and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Contract on behalf of Buchanan County with the approval as to form by the County Attorney:

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 6<sup>th</sup> day of March 2017, by and between **Fun-Time Amusements** party of the first part; hereinafter sometimes referred to as “**Vendor**,” and **Buchanan County, Virginia**, a political subdivision of the Commonwealth of Virginia, interested party hereto, hereinafter referred to as “**County**”.

**WITNESSETH:**

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

**I.**

The Vendor agrees to provide an all-inclusive job including but not limited a carnival/midway ride and attraction equipment for the 2017 Buchanan County Fair during the three-day event (June 22<sup>nd</sup> through June 24<sup>th</sup>, 2017). The specifications for the scope of services to be provided by the Vendor are set forth in the Invitation to Bid, which is attached and made a part of this contract by reference as Exhibit “A”. This is an all-inclusive job and the price will include all equipment, mechanical operators, travel expense and liability insurance for the event. The Vendor’s contract is attached and made part of this contract by reference as Exhibit “B”. However, in the event there is any language in Exhibit “B” that is in conflict with the language of this Contract, the language in this Contract shall be controlling.

**II.**

The Vendor agrees to perform and complete or cause to be performed or completed all such work as set forth in the scope of services set forth in Exhibit “A” (Invitation to Bid) in accordance with the techniques and methods of provided for by applicable law.

**III.**

The Vendor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers, Compensations Act as well as General Liability insurance covering damages to persons and property in the minimum amount of \$1,000,000.00. Buchanan County, its officers, agents, and employees shall be listed as additional insured on such policies of General Liability insurance and worker compensation insurance. The Vendor shall furnish certificates of insurance to Buchanan County verifying such coverages with the Buchanan County, Va. Board of Supervisors listed as an additional

insured. At all times during the performance of this contract it is understood that the Vendor is an independent contractor.

**IV.**

Contract bid price is: **TWENTY-TWO THOUSAND AND FIVE HUNDRED DOLLARS**  
**(\$22,500.00)**

The County shall pay Vendor on June 24<sup>th</sup> 2017 at the conclusion of the County Fair.

**V.**

The Vendor shall indemnify and save harmless Buchanan County, and their officers, agents 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 attorney fees incurred by them on account of any thereof.

**VI.**

In the event that the Vendor fails to complete the services required of it under this Agreement or abandons the said services or in any other way is in default of performance vendor forfeits all compensation to be paid to the vendor under this agreement.

**VII.**

In the performance of the services under this Agreement, the Vendor shall conform to all applicable laws, ordinances, rules and regulations now in force or hereafter adopted and shall obtain all permits, license and consents required by such laws, ordinances, rules and regulations.

**VIII.**

No extra work, not required by the by this agreement and Invitation for Bid hereinbefore mentioned shall be performed unless on written order of County certifying that the performance of such extra work has been approved and authorized by it.

**IX.**

No extra compensation not specified in this Agreement shall be demanded or received by the Vendor for any changes or alterations in the services performed under this Agreement, or for any extra services unless the provisions of this Agreement have been complied with strictly and prior approval is received by the Buchanan County Va., Board of Supervisors.

**X.**

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

**XI.**

County may cancel this Agreement at any time based upon a decision by County that such cancellation is in the best interest of County. Any such decision shall be a discretionary decision of County. In the event of a cancellation pursuant to this paragraph, then County shall not be liable to the Vendor for his bidding cost or for an amount other than the fair

market value of the services provided by the Vendor pursuant to this Contract as of the time of the cancellation.

## **XII.**

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

## **XIII.**

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

## **XIV.**

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

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

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

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

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

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

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

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

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



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

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

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

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

**XV.**

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

**XVI.**

The Vendor 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 NEXT TWO PAGES.**

**WITNESS** the following signatures and seals:

**BUCHANAN COUNTY**

By: \_\_\_\_\_  
J. Carroll Branham, Chairman of the  
Buchanan County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Robert Craig Horn, County Administrator  
For Buchanan County, Virginia

**APPROVED AS TO FORM ONLY:**

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

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

**IN RE: CONSIDER APPROVING CONTRACT BY AND BETWEEN SKIN AND BONES ENTERTAINMENT AND BUCHANAN COUNTY AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, William P. Harris, G. Roger Rife, Craig Stiltner, J. Carroll Branham, Earl Scott and zero (0) nays, this board did hereby approve the following Contract by and between Skin and Bones Entertainment and Buchanan County and authorize the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Contract on behalf of Buchanan County with the approval as to form by the County Attorney:

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 6<sup>th</sup> day of March, 2017, by and between **Skin and Bones Entertainment**, party of the first part; hereinafter sometimes referred to as “**Vendor**,” and **Buchanan County, Virginia**, a political subdivision of the Commonwealth of Virginia, interested party hereto, hereinafter referred to as “**County**”.

**WITNESSETH:**

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

**I.**

The Vendor agrees to provide an all-inclusive job including but not limited Comedy Circus for the 2017 Buchanan County Fair during the three-day event (June 22<sup>nd</sup> through June 24<sup>th</sup>, 2017). This is an all-inclusive job and the price will include all equipment, animals, operational staff, travel expense and liability insurance for Comedy Circus. The Vendor’s contract is attached and made a part of this contract by reference as Exhibit “A”. However, in the event there is any language in Exhibit “A” that is in conflict with the language of this Contract, the language in this Contract shall be controlling.

**II.**

The Vendor agrees to perform and complete or cause to be performed or completed all such work as set forth in the scope of services set forth in Exhibit “B” and this contract in accordance with the techniques and methods of provided for by applicable law and the standards of the industry.

**III.**

The Vendor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers, Compensations Act as well as General Liability insurance covering damages to persons and property in the minimum amount of \$1,000,000.00. Buchanan County, its officers, agents, and employees shall be listed as additional insured on such policies of General Liability insurance and worker compensation

insurance. The Vendor shall furnish certificates of insurance to Buchanan County verifying such coverages with the Buchanan County, Va. Board of Supervisors listed as an additional insured. At all times during the performance of this contract the vendor shall be deemed an independent contractor.

**IV.**

Contract price is: **TWO THOUSAND AND FOUR HUNDRED DOLLARS (\$2,400.00).**

The County shall pay Vendor on June 24<sup>th</sup> 2017 at the conclusion of the County Fair.

**V.**

The Vendor shall indemnify and save harmless Buchanan County, and their officers, agents 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 attorney fees incurred by them on account of any thereof.

**VI.**

In the event that the Vendor fails to complete the services required of it under this Agreement or abandons the said services or in any other way is in default of performance vendor forfeits all compensation to be paid to the vendor under this agreement.

**VII.**

In the performance of the services under this Agreement, the Vendor shall conform to all applicable laws, ordinances, rules and regulations now in force or hereafter adopted and shall obtain all permits, license and consents required by such laws, ordinances, rules and regulations.

**VIII.**

No extra work, not required by the plans and specifications hereinbefore mentioned shall be performed or other material furnished unless on written order of County certifying that the performance of such extra work has been approved and authorized by it.

**IX.**

No extra compensation not specified in this Agreement shall be demanded or received by the Vendor for any changes or alterations in the services performed under this Agreement, or for any extra services unless the provisions of this Agreement have been complied with strictly and prior approval is received by the Buchanan County Va., Board of Supervisors.

**X.**

No modification of any of the terms of this Agreement, nor any extension of the length of time allowed for the completion of the work governed by this Agreement, shall be valid without the advance written approval of the Buchanan County, Va. Board of Supervisors.

**XI.**

County may cancel this Agreement at any time based upon a decision by County that such cancellation is in the best interest of County. Any such decision shall be a discretionary

decision of County. In the event of a cancellation pursuant to this paragraph, then County shall not be liable to the Vendor for his bidding cost or for an amount other than the fair market value of the services provided by the Vendor pursuant to this Contract as of the time of the cancellation.

## **XII.**

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

## **XIII.**

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

## **XIV.**

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

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

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

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

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

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

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

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

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

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

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

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

**XV.**

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

**XVI.**

The vendor 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 NEXT TWO PAGES.**

**WITNESS** the following signatures and seals:

**BUCHANAN COUNTY**

By: \_\_\_\_\_  
J. Carroll Branham, Chairman of the  
Buchanan County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Robert Craig Horn, County Administrator  
For Buchanan County, Virginia

**APPROVED AS TO FORM ONLY:**

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

**PERFORMANCE CONTRACT**

This contract made the twenty-seventh day of February, 2017, between Mariah M. Skinner and Robert L. Bone, trading as Skin & Bones (hereinafter called Artists) and The Buchanan County Fair, hereinafter called Employer), witnesseth:

Employer agrees to engage Artists and Artists agree to provide their act known as Skin & Bones Comedy Circus for the dates, places and consideration hereinafter set forth.

Artists' act shall consist of performances (three shows per day, four shows on Saturday) by two persons and seven animals, and shall have a duration of approximately thirty minutes per show. Artists have the right to modify acts as to number of persons and/or animals.

The performances shall be presented at the following place: at the fairgrounds in Grundy, VA, between June 22 - 24, 2017.

The schedule will allow for a minimum break of one hour between the end of one show, and the beginning of the next.

Employer agrees to pay Artists the sum of \$2,400.00, payable after the last performance. Please make check out to "Maria Skinner, DBA Skin & Bones."

It is agreed that in the event Artists shall become unable to perform any or all of the conditions of this contract due to illness, injury, Act of God or other causes beyond their control, Artists shall be relieved of their obligation to perform, and the sum paid for the performance shall either be reduced as agreed or returned to Employer. This provision shall apply whether the inability to perform is on the part of either person or animal.

Employer shall hold Artists harmless for any damages caused by said performance or act other than those suffered by members of the troupe used by Artists, providing however the Artists shall be responsible for the conduct and behavior of any animals used in their act, and further agrees to hold Employer harmless from any liability for injury sustained as a result of injury caused by such animal.

It is agreed that in the event Employer shall terminate this contract, other than by mutual agreement of Artists and Employer, the sum agreed to be paid to be paid to Artists shall become immediately due and payable as liquidated damages, and in event should Artists obtain other employment during the period of time this contract was to be performed it shall in no way alter Artists contractual rights as set out herein.

Artists shall not be required to perform any services other than those contracted for and which are necessary to the production of its performance. Artists shall notify Employer in advance of the date of performance of any unusual requirements at the place of performance- such as, but not limited to-area required, access to 110 electricity and potable water. And Artists shall be the final judge of the safety of the performance area and any equipment supplied by Employer.

This contract may be modified, altered or terminated at any time only by the written agreement of the parties hereto.

Additional provisions:

Upon return of this contract, signed, Artists will provide the Buchanan County Fair, and any sponsoring entities, with an additional insured certificate.

Artists will provide backdrop, sound and lights for the show, and perimeter fencing for show and patron safety.

Artists require a level site, 50 'wide by 60' deep, with access to four separate circuits of 110 electricity, and access to potable water within 100'. Employer shall provide any passes required to get in and out of the fairgrounds. Artists must be allowed to exercise their dogs

and pigs, consistent with USDA Animal Welfare Act mandates, and will always do so in a responsible manner.

Artists request permission to sell souvenir items (dog noses, pig noses, clown noses, and Skin & Bones coloring books after each show.

In witness whereof the parties hereto have set their hands and seals the day and year above set forth.

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**IN RE: CONSIDER ADVERTING FOR BIDS/QUOTES FOR THE FAIR, WHICH WILL BE RATIFIED AT THE NEXT BOARD OF SUPERVISORS MEETING**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Harold H. Fuller, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby to allow the county administrator to advertise for bids/quotes for the fair, which will be ratified at the next board of supervisors meeting.

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**IN RE: CONSIDER RATIFYING THE INVITATION FOR BID FOR THE CARNIVAL/MIDWAY RIDE AND ATTRACTION EQUIPMENT**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Harold H. Fuller, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby ratify the following Invitation for Bid for the Carnival/Midway Ride and Attraction Equipment:

**INVITATION TO BID**

RE: Carnival/Midway Ride and attraction equipment for the 2017 Buchanan County Fair to be held on June 22-24, at Poplar Gap Park located in Grundy, VA.

The Buchanan County, VA, Board of Supervisors is requesting bids for Carnival/Midway ride and attraction equipment for the 2017 Buchanan County Fair. This is an all-inclusive job and the price will include all equipment, mechanical operators, travel expenses and liability insurance for the event. This equipment will be needed for a three-day time frame (June 22nd through 24th) during Fair operational hours (Thursday 5pm-10pm, Friday 2pm-10pm & Saturday 10am-10pm). List the attractions out individually by their cost for the event. If awarded contract, full payment will be received June 24, 2017 after all services are rendered.

**BID SUBMISSION**

Bids/quotes will be received until 4:00 PM on Tuesday February 28, 2017. Bids can be emailed (brooke.boyd@buchanancounty-va.gov) mailed (P.O. Box 1735, Grundy, VA 24614) or faxed (276-935-4479) to the Attention of Brooke Boyd, Parks Manager, Buchanan

County. **ALL BIDS SHOULD BE MARKED AS A BID OR QUOTE FOR CARNIVAL/MIDE RIDES 2017 BUCHANAN COUNTY FAIR.** Please include information from the Evaluation and Award Criteria sections b, c, d and e in your bid.  
**EVALUATION AND AWARD CRITERIA**

- A. Code of Virginia section 2.2-4300 best value concepts will be used when evaluating the Invitation for Bid results, such as best value concept factors that will be considered are as follows:
- a. Overall combination of price and quality of work;
  - b. General experience with servicing County Fairs/Events;
  - c. Best quality of up-to-date equipment;
  - d. Variety of diverse attraction rides;
  - e. Professional references (Provide three)

The bid that provides the best overall combination of the above will be the successful bid.

B. Award of Contract

The selection process shall be in accordance with the County Code sections 16-35 and the Best Value Concepts listed above

**SCOPE OF SERVICES**

Provide equipment, operations and liability insurance for ride attraction for the 2017 Buchanan County Fair to be held on June 22-24, 2017 at Poplar Gap Park located in Grundy, VA. The Vendor will be responsible for running rides during the fair operational hours. Vendor operator will take tickets and follow all proper procedures in operating the attraction equipment. Looking for no less than nine pieces of equipment rides. Contract terms and conditions are incorporated by reference into this Invitation for Bid.

**STATEMENT OF REQUISITE QUALIFICATIONS OF BIDDERS**

The successful shall be properly qualified to do business in the Commonwealth of Virginia.

**COUNTY NOT LIABLILE FOR PROSPECTIVE BIDDER BID COSTS**

The Buchanan County, VA Board of Supervisors will not be responsible for the costs incurred by a prospective bidder in submitting a bid in this matter.

**BID SUBMISSION QUOTES**

**All bid submission quotes must be received on or before 4:00 p.m. Tuesday February 28, 2017.**

**WITRHDRAWAL OF BID PROCEDURE**

Any bidder claiming the right to withdraw his bid shall give notice in writing of this claim of right to withdraw his bid within two business days after the conclusion of the bid procedure. Furthermore, bid withdrawal is subject to, and limited by section 2.2-4330 of the Code of Virginia of 1950, as amended, and section 16-34 of the Buchanan County Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Craig Horn, County Administrator  
12366



**IN RE:            CONSIDER APPROVING TO ADVERTISE ANOTHER RFP**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of four (4) yeas, Trey Adkins, Craig Stiltner, William P. Harris, J. Carroll Branham and three (3) nays, Earl Scott, G. Roger Rife, Harold H. Fuller, this board did hereby approve to advertise another RFP under the PPEA guidelines requesting proposals on the following different options:

Option 1) build a government center at Watkins Branch that would put all county offices, School Board and School Administration, PSA, mapping etc. under one roof—along with the Courts and Clerks being moved to that new building at Watkins Branch along with renovating the old Courthouse building for a different use such as a County Museum; and

Option 2) would be to build a government center building at Watkins Branch for the offices set forth above but to leave the court system in a renovated courthouse building (without tearing it down –or only portions that would be necessary to remove to make renovation work for the courts and clerks, holding cells, etc. meet code and solve all the other problems if the court system stays in the Courthouse building.

**IN RE:            ADJOURNMENT**

Upon motion by Craig Stiltner seconded by William P. Harris and with a unanimous voice vote by the board, this board did hereby approve to adjourn the meeting.

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J. Carroll Branham, Chairman of the  
Buchanan County Board of Supervisors

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Robert Craig Horn, County Administrator