

## MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on Monday the 1<sup>st</sup> day of May, 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: PRESENTATION OF PLAQUE TO HURLEY REBEL FOOTBALL TEAM & CHEERLEADERS**

Trey Adkins, Knox District Supervisor stated I'm very proud of the accomplishments the Hurley Rebel Football Team and Cheerleaders did in 2016. The Rebel's football team was the 2016 Black Diamond District Champs, 3<sup>rd</sup> team in Buchanan County to go undefeated in regular season. The team had a 10-0 regular season record, #1 scoring team in Virginia with an average of 54.7 points per game, he stated.

It's really sad this coaching staff and athletics didn't receive any recognition from the Buchanan County School Board Office, stated Mr. Adkins.

I appreciated each and every one of you, he commented. The staff, cheerleaders and parents.

Greg Tester, Coach of Hurley Rebel Football Team thanked Mr. Adkins and the board of supervisors for supporting the football team. These kids really worked hard and I appreciate everything they've done.

Mr. Adkins presented a plaque to honor the achievements of the Hurley Rebel Football Team.

**CONGRATULATIONS 2016  
HURLEY REBEL FOOTBALL TEAM  
& HURLEY REBEL FOOTBALL CHEERLEADERS**

2016 Black Diamond District Champs  
10-0 Regular Season Record  
#1 Scoring Team in Virginia  
54.7 Average Points Per Game

3<sup>rd</sup> Team in Buchanan County  
to go Undefeated in Regular Season  
School Record for total Offense

Keaton Matney, Alex Pack, Tyler Justice, Devin Tester, Zack Lester, Tayten Sykes, Tyler Young, Dustin Harden, Rusty Bailey, Brady Justice, Dustin Stinson, Anthony Jackson, Jonathan Hurley, Nick Gibson, Keaton Dotson, Taylor Justus, Bailey Osborne, Steven Christian, Jacob McClanahan, Dalton Mullins, Jacob Hurley, Matthew Young, Logan Justus, Cody Justus, A.J. Justus, Dylan Hall, Austin Hagy, Chris Blankenship, Logan Hurley, Channing Estep, Fred Abel, Rocky Justus, Jacob Sutherland, John Justus, Shane Boyd, Trevor Dotson, Zack Dotson, Randall Bailey, Joseph Phelps, Logan Young, Austin Boyd

**Cheerleaders:** Kaeleigh Rife, Jayda Davis, Breanna Stacy, Carlee Coleman, Toni Lester, Kaitlyn Cooper, Kristin McCoy, Candi Stinson, Tyla Layne, Morgan Cline, Morgan Lane, Kathy Cocoa Stacy, Brianna Justus, Alison Bandy, Celina Whitt

**Cheerleading Head Coach:** Angie Wolford

**Football Head Coach:** Greg Tester

**Football Asst. Coaches:** Brandon Davis, Travis Quinley, Ethan Owens, John Justus, Shawn Tester, Tanner Charles

**Conference:** CRC "47"

**Videographer:** Gary Street

**Statistician:** Chris Pack/Gary Shafer

**Athletic Director:** Mark Cooper

**Region:** 1A West

**District:** Black Diamond

**Mascot:** Rebels

**Manager:** Greg "Pistol" Smith

**Principal:** Pamela Tester

Presented By: Trey Adkins, Supervisor of the Knox Magisterial District

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**IN RE: CONSIDER APPROVING MINUTES FOR MARCH 27<sup>TH</sup>, 31<sup>ST</sup>, APRIL 3<sup>RD</sup> AND 7<sup>TH</sup>, 2017**

After a general discussion by the board upon motion by Earl Scott 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 approve the minutes for March 27<sup>th</sup>, 31<sup>st</sup>, April 3<sup>rd</sup> and 7<sup>th</sup>, 2017.

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**IN RE: KITTY BARKER, EXECUTIVE DIRECTOR FOR HEART OF APPALACHIA TOURISM AUTHORITY – UPDATE OF HOA AND THE MARKETING PLAN FOR THE NEXT YEAR**

Kitty Barker, Executive Director for the Heart of Appalachia (HOA) Tourism Authority stated the HOA was created by the General Assembly Legislation to market the region to a tourism audience to increase visitation; build tourism leadership and marketing in the region; and also, to create a sustainable funding plan for eight (8) localities in the coalfield region to promote tourism.

The HOA received \$168,000 for marketing, which was used for television commercials with theme song, radio commercials with jingle, 75,000 copies of a 40 page guide, the website, social media such as Facebook, twitter, Instagram and blogs, stated Mrs. Barker.

We've marketed Appalachian Backroads with television commercials, maps, magazines, internet digital ads, newsletters and tradeshow, stated Mrs. Barker. Also, we've done the marketing for the Spearhead Trails with television commercials, tradeshow, brochures, internet digital marketing and search engine marketing.

Mrs. Barker requested funding for the HOA. She stated \$2,500 is the Investment Program, Pinnacle Level; \$1,250 is the Investment Program Mountain Top Level and \$500 is the Investment Program Sweetheart Level. Buchanan County received the Mountain Top Level last year for free, she stated.

The funding sources for HOA is through Virginia Tourism grants, Tobacco Commission grants, Department of Mines and Minerals and investment programs, stated Mrs. Barker. The Hatfield and McCoy Trail partnered with Kentucky and Virginia and was awarded \$800,000 from ARC. This grant will provide \$50,000 to Spearhead Trails to promote ATV's for the next two (2) years, she stated. Spearhead's marketing plan is to highlight Buchanan and Tazewell Counties. The ARC power grant will go through the Hatfield and McCoy and the marketing plan must be approved by ARC, stated Mrs. Barker.

I plan on taking the \$25,000 and apply for another grant, stated Mrs. Barker. The HOA marketing grant will be used to assist Buchanan County with a new brochure and distribution. Also, to update the county's website.

Craig Stiltner, Rocklick District Supervisor asked if anyone could be a part of the Back of the Dragon motorcycle trail?

We are working on a new map and we have three (3) routes in Buchanan County that can be marketed, stated Mrs. Barker.

Mr. Stiltner stated we are still trying to develop Coal Canyon Trail, which has about 70 miles of trail. It's hard to market the ATV trail if the riders cannot get to food and gasoline.

You are correct, it's a tremendous help if the ATV riders can connect to gas and food, stated Mrs. Barker.

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott and one (1) nay, William P. Harris, this board did hereby approve to issue a check in the amount of \$1,250.00 to Heart of Appalachia from the tourism account number 81010-5604.

**IN RE: KEITH VIERS, EXECUTIVE DIRECTOR FOR CUMBERLAND PLATEAU REGIONAL HOUSING AUTHORITY**

Keith Viers, Executive Director for Cumberland Plateau Regional Housing Authority(CPRHA) provided a copy of the annual report for CPRHA.

He stated the Hurley Heights Subdivision was developed several years ago through a block grant from the Virginia Department of Housing and Community Development. This housing development was one of the Hurley Flood Recovery projects and was given to CPRHA, he stated.

We've received notice of violation from the Virginia Department of Environmental Quality (DEQ) once the contract for the maintenance of the septic system ended, he stated.

The septic system is a unique system, which serves three (3) residents, stated Mr. Viers. The time that it was constructed there was a AEP power pole installed for the electricity for the septic system.

I've been on site and trying to get the issues resolved and just wanted to make the board of supervisors aware of the situation, stated Mr. Viers.

William P. Harris, Hurricane District Supervisor asked if CPRHA can do these projects anymore?

Mr. Viers stated no, Mt. Rogers Planning District is the fiscal agent now for the plumbing rehabilitation program.

The residents may need to enter into a maintenance agreement as well as the service for power regarding the septic system, stated Mr. Viers. Hopefully, we can get the information from DEQ and transfer the permit to the property owners.

Also, I would like to request that CPRHA is included in the upcoming budget for the county, stated Mr. Viers. In the past, CPRHA received a small stipend from the county.

Robert C. Horn, County Administrator stated CPRHA did receive \$5,000 from the county then it was cut to \$2,000 and then completely removed about two (2) years ago.

J. Carroll Branham, Chairman stated we'll look at the budget and see what we can do.

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**IN RE: GREG MCCLANAHAN, DIRECTOR OF BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY – CONSIDER APPROVING AN ADDITIONAL BUDGET APPROPRIATION IN THE AMOUNT OF \$337,518.04 REGARDING THE TWO LOAN PAYMENTS DUE JUNE 1<sup>ST</sup> IN THE AMOUNT OF \$43,007.88 (SERIES 2002B) AND \$294,510.16 LOAN NUMBER WSL-08-12 FOR A TOTAL AMOUNT OF \$337,518.04**

Greg McClanahan, Director of Buchanan County Public Service Authority (PSA) stated the PSA has two (2) loans due on June 1<sup>st</sup>.

Upon motion by Trey Adkins to issue a check to the PSA in the amount of \$337,518.04 from the CNX Gas account with no second to his motion and with a roll call

vote of three (3) yeas, Trey Adkins, J. Carroll Branham, Harold H. Fuller and four (4) nays, Craig Stiltner, G. Roger Rife, Earl Scott and William P. Harris, the motion failed.

Mr. Stiltner stated I won't vote to take any money from the CNX Gas account. I will support to pay off the loans if the PSA would become more self-sufficient, he stated.

Mr. Adkins made a motion to issue a check to the PSA from the general fund.

Robert C. Horn, County Administrator stated I don't recommend the Board to do this.

Mr. Adkins withdrew his motion.

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**IN RE: CONSIDER APPROVING THE AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND BUCHANAN COUNTY REGARDING THE COON BRANCH WATERLINE EXTENSION PROJECT AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH AGREEMENT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

Upon motion by Trey Adkins seconded Craig Stiltner and a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, G. Roger Rife, Earl Scott, William P. Harris, Craig Stiltner, J. Carroll Branham and zero (0) nays, this board did hereby approve the Agreement between the Virginia Department of Housing and Community Development and Buchanan County regarding the Coon Branch Waterline Extension Project and authorize the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County with the approval as to form by the County Attorney. 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: RICHARD LEE, LITTER CONTROL OFFICER -CONSIDER APPROVING TO PROCURE AND PURCHASE FOUR (4) USED ROLL-OFF CONTAINERS FROM THE LITTER CONTROL BUDGET GRANT FUNDS 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**

Richard Lee, Litter Control Officer stated the litter control office received a grant in the amount of \$7,500 to \$8,500. He requested the board's approval to purchase four (4) used roll-off containers for the county's recycling program from the grant funding.

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

purchase four (4) used roll-off containers from the litter control budget grant funds 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.

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**IN RE: CONSIDER RATIFYING THE PUBLIC HEARING NOTICE REGARDING THE PROPOSED SECONDARY SIX-YEAR PLAN FOR FISCAL YEARS 2017/2018 THROUGH 2022/2023 IN BUCHANAN COUNTY AND ON THE SECONDARY SYSTEM CONSTRUCTION BUDGET FOR FISCAL YEAR 2017/2018**

Upon motion by Trey Adkins seconded Harold H. Fuller and a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, G. Roger Rife, Earl Scott, William P. Harris, Craig Stiltner, J. Carroll Branham and zero (0) nays, this board did hereby ratify the Public Hearing Notice regarding the proposed Secondary Six-Year Plan for fiscal years 2017/2018 through 2022/2023 in Buchanan County and on the Secondary System Construction Budget for fiscal year 2017/2018.

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**IN RE: PUBLIC HEARING – 10:15 A.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED SECONDARY SIX-YEAR PLAN FOR FISCAL YEARS 2017/2018 THROUGH 2022/2023 IN BUCHANAN COUNTY AND ON THE SECONDARY SYSTEM CONSTRUCTION BUDGET FOR FISCAL YEAR 2017/2018**

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

John Watson, Residency Administrator for Virginia Department of Transportation stated there's four (4) projects in the Secondary System Construction plan for 2018/2019 through 2022-2023. They are Main Knox Road, Route 706, widening; Burnt Chestnut Road, Route 638, grade, ditch and pavement; Slate Creek Road, Route 83 curve realignment and Bull Creek Road, Route 614, replacement bridge over Coal Creek.

Upon motion by Trey Adkins seconded Harold H. Fuller and a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, G. Roger Rife, Earl Scott, William P. Harris, Craig Stiltner, 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 RESOLUTION APPROVING THE  
SECONDARY SIX-YEAR PLAN FOR FISCAL YEARS 2017/2018  
THROUGH 2022/2023 IN BUCHANAN COUNTY AND ON THE  
SECONDARY SYSTEM CONSTRUCTION BUDGET FOR FISCAL  
YEAR 2017/2018**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, G. Roger Rife, Earl Scott, William P. Harris, Craig Stiltner, J. Carroll Branham and zero (0) nays, this board did hereby adopt the following Resolution approving the Secondary Highway Six-Year Plan (2017/2018 through 2022/2023) and on the Secondary System Construction budget for fiscal year (2017/2018) for Buchanan County:

**RESOLUTION**

**APPROVAL OF SECONDARY HIGHWAY SIX-YEAR PLAN (2017/18 THROUGH  
2022/23)  
AND CONSTRUCTION PRIORITY LIST (2017/18)  
BUCHANAN COUNTY, VIRGINIA**

**WHEREAS**, Sections 33.1-23 and 33.1-23.4 of the 1950 Code of Virginia, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan, and

**WHEREAS**, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2017/18 through 2022/23) as well as the Construction Priority List (2017/18) on May 1, 2017, after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List, and

**WHEREAS**, John Watson, Residency Administrator, Virginia Department of Transportation, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2017/18 through 2022/23) and the Construction Priority List (2017/18) for Buchanan County, Virginia.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Buchanan County, Virginia that since said Plan appears to be in the best interests of the Secondary Road System in Buchanan County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2017/18 through 2022/23) and Construction Priority List (2017/18) are hereby approved as presented at the public hearing.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1<sup>st</sup> day of May, 2017 by a roll call vote of seven (7) for and zero (0) against.

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

ATTEST:

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Robert Craig Horn, County Administrator

**IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING THE VIRGINIA DEPARTMENT OF TRANSPORTATION PROJECT ADJUSTMENTS TO ROUTE 645 PROJECT NEAR PAW PAW**

After a general discussion by the board upon motion of Trey Adkins seconded by Craig Stiltner and with a roll call vote of six (6) yeas, Harold H. Fuller, Trey Adkins, G. Roger Rife, Earl Scott, Craig Stiltner, J. Carroll Branham and one (1) nay, William P. Harris, this board did hereby adopt the following Resolution regarding the Virginia Department of Transportation project adjustments to Route 645 project near Paw Paw:

The Board of Supervisors of Buchanan County, in regular meeting on the 1st day of May, 2017, adopted the following:

**RESOLUTION**

WHEREAS, the Virginia Department of Transportation has constructed Route 645 on a new alignment under Project 0645-013-643, C503 (UPC 13641), and

WHEREAS, the project sketch and VDOT Form(s) AM4.3, attached and incorporated herein as a part of this resolution, defines adjustments required in the secondary system of state highways as a result of that construction, and

WHEREAS, the new road serves the same citizens as served by those portions of old road identified in the project sketch to be abandoned, which portions no longer serve a public need, and

NOW, THEREFORE, BE IT RESOLVED, this Board hereby requests the Virginia Department of Transportation to abandon segment(s) B-C, C-D, and D-E from the secondary system of state highways, pursuant to §33.2-912 of the Code of Virginia, and

BE IT FURTHER RESOLVED, this Board requests the Virginia Department of Transportation to add segment(s) B-C, C-D, D-E to the secondary system of state highways, pursuant to §33.2-705 of the Code of Virginia, for which sections this Board hereby guarantees the right of way to be clear and unrestricted, including any necessary easements for cuts, fills and drainage, and

BE IT FINALLY RESOLVED, this Board orders that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

Recorded Vote  
Moved By: Trey Adkins  
Seconded By: Craig Stiltner  
Yeas: Six  
Nays: One

A Copy Teste:  
  
\_\_\_\_\_  
Robert C. Horn  
County Administrator

**IN RE: GENERAL DISCUSSION CONCERNING STATE ROADS**

G. Roger Rife, South Grundy District Supervisor requested a traffic count be conducted by the Virginia Department of Transportation (VDOT) on Little Prater Road.



Also, stated the white lines needs to be repainted on the road if he has to pay for it from his districts highways, streets and bridges account. I've been trying for four (4) years to get the Little Prater Road widened, stated Mr. Rife.

John Watson, Residency Administrator for Virginia Department of Transportation stated I'll check the edge lines on Little Prater and get the traffic count done and forward the information to Mr. Horn.

J. Carroll Branham, Chairman stated the development of the Coalfield Expressway is near Joe's Branch on Poplar Creek. Is the cemetery located on Joe's Branch going to be relocated?

Mr. Watson stated I'll check on this and let you know.

Trey Adkins, Knox District Supervisor requested a traffic count be done on Elkins Branch.

I'll get both traffic counts done and provide the information to Mr. Horn and Marcus Stiltner, stated Mr. Watson.

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**IN RE: CONTINUED PUBLIC HEARING - 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**

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

L. Lee Moise, County Attorney stated agenda item number 14 has been completed and finalized. I've worked with Mike Tanck with Charter Communications and recommend approving the attached Franchise Agreement, he stated.

Craig Stiltner, Rocklick District Supervisor asked if the local cable companies have reviewed the agreement?

Mr. Moise stated no, but they would be required to sign off on a similar agreement.

Then I would suggest to table the agreement with Charter Communications, stated Mr. Stiltner.

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

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**IN RE: CONSIDER APPROVING THE FRANCHISE AGREEMENT BETWEEN BUCHANAN COUNTY AND TIME WARNER SOUTHEAST, LLC, LOCALLY KNOWN AS CHARTER COMMUNICATIONS**

This issue was tabled. No action taken.

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**IN RE: CONTINUED PUBLIC HEARING – 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**

This issue was tabled. No action taken.

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**IN RE: CONSIDER ADOPTING THE REVISED ORDINANCE ENTITLED: “BUCHANAN COUNTY CABLE TELEVISION SYSTEM FRANCHISE ORDINANCE” CHAPTER 28 OF THE BUCHANAN COUNTY CODE**

This issue was tabled. No action taken.

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**IN RE: CONSIDER APPROVING THE CONTRACT BETWEEN ALL RECREATION AND BUCHANAN COUNTY REGARDING THE PURCHASE OF PLAYGROUND EQUIPMENT FOR POPLAR GAP PARK IN THE AMOUNT OF \$13,115.00 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 TO BE PAID FROM SOUTH GRUNDY DISTRICT PARK AND DEVELOPMENT**

After a general discussion by the board upon motion by G. Roger Rife seconded by William P. Harris and with the following roll call vote of six (6) yeas, G. Roger Rife, Earl Scott, Craig Stiltner, William P. Harris, J. Carroll Branham, Harold H. Fuller, zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve to decline the bid from All Recreation and accept the bid from Game Time in the amount of \$14,889.52 based upon best value concept for the playground equipment for Poplar Gap Park 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 to be paid from South Grundy District Park and Development.

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 1<sup>st</sup> day of May, 2017, by and between **Buchanan County**, a Political Subdivision of the Commonwealth of Virginia, party of the first part; hereinafter sometimes referred to as “**County**,” and **Game Time**, party of the second part, hereinafter referred to as “**Vendor**”.

**WITNESSETH:**

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

**I.**

The Vendor agrees to sell and the County agrees to purchase and for delivery of playground equipment as described in the Invitation to Bid made a part of this contract by incorporation by reference as Exhibit “A” at the Poplar Gap Park located at 1818 Fairgrounds Circle, Grundy, VA.

**II.**

The Vendor shall deliver to County the following Playground Equipment:

1 – Burke Adventure Sky5

Size: H 12’08”  
Use zone 36’ x 38’

Ages 5 – 12    Capacity: 35 Children

Fall Height 7’

**III.**

County shall pay the Vendor for providing the same or comparable to the Scope of Services as described in Exhibit “A” at the purchase price of:

Purchase bid price is **\$14,889.52**.

Payment of the purchase price shall be made within thirty (30) days of delivery of the above.

**IV.**

Vendor warrants and guarantees County no later than the time of payment title to the playground equipment free and clear of all liens.

**V.**

In the event that the Vendor fails to complete the performance required of it under this Agreement or in other way is in default of performance hereunder, County shall have the right to the remedies set forth at Virginia Code section 8.2-711, 8.2-712, 8.2-713, 8.2-714, 8.2-715, 8.2-716 and 8.2-717, along with any other remedies provided by either statutory or common law that may be applicable.

**VI.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII.

Time is of the essence in the completion of this contract. The Vendor shall delivery the materials provided within the Scope of Services as described in Exhibit "A" thereto pursuant to this agreement within thirty (30) days of execution of this agreement. However, the County may extend this deadline upon a good cause showing of the Vendor.

**VIII.**

Not modification of any of the terms of this Agreement, nor any extension of the length of time allowed for the completion of performance governed by this Agreement, shall be valid except as permitted by Virginia Code section 2.2-4309.

**IX.**

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

**XI.**

County may cancel this Agreement at any time prior to complete performance by the Vendor 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.

**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.**

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.

**XIV.**

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

**EXECUTED IN DUPLICATE ORIGINALS.**

**WITNESS** the following signatures and seals:

**BUCHANAN COUNTY**

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

**ATTEST:**

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

**VENDOR:**  
**Game Time**  
BY: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

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**IN RE: CONSIDER DECLARING THE 2000 CHEVROLET 2500 SERVICE TRUCK SURPLUS AND SCHEDULE A PUBLIC SALE FOR FRIDAY, MAY 19<sup>TH</sup>, 2017 AT 1:00 P.M.**

After a general discussion by the board upon motion by Craig Stiltner seconded Earl Scott and a roll call vote of five (5) yeas, Craig Stiltner, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham, one (1) nay, William P. Harris and one (1) absent, Trey Adkins, this board did hereby approve to declare the 2000 Chevrolet 2500 Service Truck surplus and schedule a public sale for Friday, May 19<sup>th</sup>, 2017 at 1:00 p.m.

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**IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS**

After a general discussion by the board upon motion Harold H. Fuller seconded G. Roger Rife and a roll call vote of six (6) yeas, Craig Stiltner, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris, zero (0) nays and one (1) absent, Trey Adkins, 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 \$450.00;
- Additional appropriation to Rowe Community Center, account number 53050-5604-02 in the amount of \$75.00;
- Additional appropriation to Circuit Court Clerk’s Office, account number 21060-3320 in the amount of \$105.47;
- Additional appropriation to Treasurer’s Office, (office supplies), account number 12130-6001 in the amount of \$32.50;
- Additional appropriation to Landfill, (vehicle and power equipment), account number 42040-6009 in the amount of \$420.28;
- Additional appropriation to Rocklick Park and Recreation, account number 71040-5604-06 in the amount of \$450.00.

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**IN RE: CONSIDER APPROVING THE PROPOSAL FROM SKANSKA USA BUILDING, INC. TO PROVIDE MOVE PLANNING SERVICES REGARDING THE BUCHANAN COUNTY COURTHOUSE PROJECT**

After a general discussion by the board upon motion Craig Stiltner seconded Earl

Scott and a roll call vote of six (6) yeas, Craig Stiltner, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham, one (1) nay, William P. Harris and one (1) absent, Trey Adkins, this board did hereby approve the proposal from Skanska USA Building, Inc. to provide move planning services regarding the Buchanan County Courthouse Project.

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**IN RE:            CONSIDER APPROVING THE BYRNE JUSTICE ASSISTANCE GRANT THROUGH THE DEPARTMENT OF CRIMINAL JUSTICE SERVICES AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF BUCHANAN COUNTY**

After a general discussion by the board upon motion by Craig Stiltner seconded Harold H. Fuller and a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham and one (1) nay, William P. Harris, this board did hereby approve the Byrne Justice Assistance Grant through the Department of Criminal Justice Services and authorize the County Administrator to execute the Agreement on behalf of Buchanan County.

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**IN RE:            CONSIDER APPROVING COYOTE CLAIMS**

After a general discussion by the board upon motion by Craig Stiltner seconded Harold H. Fuller and a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham and one (1) nay, William P. Harris, this board did hereby approve to issue a check for the following coyote claims in the amount of \$50.00 from Fund 10, livestock claims account number 35010-8104:

- Charles Compton
- Shawn Woosley
- James Travis Mitchell (Two Claims)
- Amos Mullins
- Clinton Hurley (Three Claims)

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

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

board did hereby approve to advertise for sealed bids for general office and data processing supplies used by county departments and offices.

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

After a general discussion by the board upon motion by Craig Stiltner seconded Earl Scott and a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham and one (1) nay, William P. Harris, this board did hereby approve to advertise for sealed bids for janitorial supplies used by county departments and offices.

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**IN RE: CONSIDER APPROVING TO ADVERTISE FOR QUOTES FOR MOTOR OIL, SYNTHETIC OIL AND LUBRICANTS, HEATING OIL AND OFF-ROAD DIESEL FUEL**

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

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

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**IN RE: CONSIDER APPROVING AN ADDITIONAL BUDGET APPROPRIATION IN THE AMOUNT OF \$306,990.00 TO BUCHANAN COUNTY PUBLIC SCHOOLS CAFETERIA FUNDS**

This issue was tabled at this time.

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**IN RE: CONSIDER APPROVING BID FOR ROOF REPAIRS NEEDED FOR POPLAR GAP PARK GYMNASIUM 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**

This issue was tabled at this time.



**IN RE:            CONSIDER APPROVING BID FOR ROOF REPAIRS NEEDED FOR HURLEY GYMNASIUM 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**

This issue was tabled at this time.

**IN RE:            CONSIDER REPAIRS TO THE POPLAR GAP PARK AND HURLEY GYMNASIUM ROOFS**

Trey Adkins, Knox District Supervisors made a motion for the county building crew to make any necessary repairs to the Poplar Gap Park and Hurley gymnasiums roofs.

G. Roger Rife, South Grundy District Supervisor stated I've been trying for three (3) years to get the roof fixed on the Poplar Gap gymnasium.

L. Lee Moise, County Attorney stated a warranty claim was filed with the roofing company, but it was denied.

Upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of six (6) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, Trey Adkins, J. Carroll Branham and one (1) nay, William P. Harris, this board did hereby approve the county construction crew to make the necessary repairs to the Poplar Gap Park and Hurley gymnasium roofs after they complete the construction job that they are doing. The Poplar Gap Park gymnasium will be first and the Hurley gymnasium will be done second.

**IN RE:            CONSIDER COAL HAUL ROAD PLAN**

Upon motion by William P. Harris to reject the fiscal year 2017/2018 Coal Haul Road Plan seconded by Trey Adkins and with a roll call vote of two (2) yeas, William P. Harris, Trey Adkins, two (2) nays, Craig Stiltner, Harold H. Fuller and three (3) abstentions, Earl Scott, G. Roger Rife, J. Carroll Branham, the motion failed.

**IN RE:            CONSIDER RESCINDING MOTION ON MARCH 6<sup>TH</sup>, 2017 TO REINSTATE RICKEY BAILEY'S POSITION AS E-911 COORDINATOR EFFECTIVE THE FOLLOWING DAY AFTER SONNY'S RIGGSBY'S RETIREMENT**

This issue was tabled, no action taken at this time.

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**IN RE: CONSIDER ACCEPTING THE RESIGNATION FROM CRAIG STILTNER ON THE PEOPLE INCORPORATED BOARD OF DIRECTORS AND CONSIDER AN APPOINTMENT TO THE BOARD**

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, Craig Stiltner, Harold H. Fuller, William P. Harris, Earl Scott, G. Roger Rife, J. Carroll Branham, Trey Adkins and zero (0) nays, this board did hereby accept the resignation from Craig Stiltner on the People Incorporated Board of Directors.

No appointment was made to the People Incorporated Board of Directors.

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**IN RE: CONSIDER APPROVING THE 2017-2018 RENEWAL PROPOSALS FOR SELF-INSURANCE FOR PROPERTY, LIABILITY, AUTOMOBILE AND WORKERS' COMPENSATION COVERAGE FOR BUCHANAN COUNTY FROM VIRGINIA ASSOCIATION OF COUNTIES GROUP SELF INSURANCE RISK POOL**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, Craig Stiltner, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham, Trey Adkins and one (1) nay, William P. Harris, this board did hereby approve the 2017-2018 Renewal Proposals for Self-Insurance for Property, Liability, Automobile and Workers' Compensation Coverage for Buchanan County from Virginia Association of Counties Group Self Insurance Risk Pool.

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**IN RE: CONSIDER APPROVING QUOTE IN THE AMOUNT OF \$15,281.88 AND ESTIMATE OF \$3,000 REGARDING THE PURCHASE OF A SOUND SYSTEM FOR THE POPLAR GAP ATHLETIC FIELDS**

Upon motion by Trey Adkins seconded by William P. Harris to approve the quote in the amount of \$15,281.88 from Lee Hartman & Sons, Inc. and estimate of \$3,000 regarding the purchase of a sound system for the Poplar Gap Athletic Fields to be paid from Prater District Park and Development account. With no roll call vote, Mr. Adkins withdrew his motion and Mr. Harris his second to the motion.

This issue was tabled at this time.

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**IN RE: CONSIDER NOT ALLOWING SUPERVISORS TO TAKE FUNDING FROM ANOTHER SUPERVISORS ACCOUNT WITHOUT THE SUPERVISOR VOTING YES FOR THE MOTION**

Trey Adkins, Knox District Supervisor stated I don't think any funding should be taken from a supervisors account unless he votes yes for the motion.

Since this isn't on the agenda it would take a five (5) to two (2) vote, stated Robert C. Horn, County Administrator.

Upon motion by Trey Adkins to not allow any funding to be taken from a supervisors account unless he votes yes for the motion, seconded by William P. Harris and with a roll call vote of three (3) yeas, Trey Adkins, William P. Harris, Craig Stiltner and four (4) nays, J. Carroll Branham, Harold H. Fuller, Earl Scott and G. Roger Rife, this motion failed.

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**IN RE: CONSIDER APPROVAL BID FOR THE GENERAL TURF MAINTENANCE WORK FOR THE POPLAR GAP PARK ATHLETIC FIELDS 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**

This issue was tabled, no action taken.

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**IN RE: CONSIDER APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CARDNO, INC. AND BUCHANAN COUNTY REGARDING THE EARL HAROLD MCCOY PROPERTY ASBESTOS/LBP SURVEY**

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, William P. Harris, Trey Adkins, Craig Stiltner, Earl Scott, G. Roger Rife, Harold H. Fuller, J. Carroll Branham and zero (0) nays, this board did hereby approve the Professional Services Agreement between Cardno, Inc. and Buchanan County regarding the Earl Harold McCoy Property Asbestos/LBP Survey in the amount of \$2,490.00.

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**IN RE: CONSIDER APPROVING TO PAY THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CARDNO, INC. AND BUCHANAN COUNTY REGARDING THE EARL HAROLD MCCOY PROPERTY ASBESTOS/LBP SURVEY FROM GENERAL PROPERTIES**

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

G. Roger Rife, this board did hereby approve the Professional Services Agreement between Cardno, Inc. and Buchanan County regarding the Earl Harold McCoy Property Asbestos/LBP Survey in the amount of \$2,490.00 to be paid from general properties.

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**IN RE: CONSIDER REAPPOINTING CRAIG STILTNER TO THE SOUTHWEST REGIONAL RECREATION AUTHORITY BOARD (SRRA) FOR A THREE-YEAR TERM BEGINNING JULY 1<sup>ST</sup>, 2017 THROUGH JUNE 30<sup>TH</sup>, 2020**

After a general discussion by the board upon motion by Harold H. Fuller seconded by G. Roger Rife and with the following roll call vote of five (5) yeas, Harold H. Fuller, G. Roger Rife, Earl Scott, J. Carroll Branham, Craig Stiltner, one (1) nay, William P. Harris and one (1) absent, Trey Adkins, this board did reappoint Craig Stiltner to the Southwest Regional Recreation Authority Board (SRRA) for a three-year term beginning July 1<sup>st</sup>, 2017 through June 30<sup>th</sup>, 2020.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL BUDGET APPROPRIATION IN THE AMOUNT OF \$11,478.40 TO BUCHANAN COUNTY SHERIFF'S OFFICE, (POLICE SUPPLIES) ACCOUNT NUMBER 31020-6010 FOR GRANT FUNDING RECEIVED FROM THE VIRGINIA DEPARTMENT OF JUSTICE TO PURCHASE BULLET PROOF VESTS**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of five (5) yeas, Harold H. Fuller, G. Roger Rife, Earl Scott, J. Carroll Branham, Craig Stiltner, one (1) nay, William P. Harris and one (1) absent, Trey Adkins, this board did hereby approve an additional budget appropriation in the amount of \$11,478.40 to Buchanan County Sheriff's Office, (police supplies) account number 31020-6010 for grant funding received from the Virginia Department of Justice to purchase bullet proof vests.

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**IN RE: CONSIDER RAISING THE ANNUAL FEE FOR A SURFACE USE RIGHT-OF-WAY AGREEMENT FOR ANY AND ALL PERMANENT CROSSINGS TO \$10,000 PER YEAR**

This issue was tabled, no action taken.

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**IN RE: JERRY BOOTHE WITH CNX GAS COMPANY**

Jerry Boothe with CNX Gas Company stated the Temporary Land Use Agreements and Surface Use Agreement and Right-of-Way Easements will allow CNX to access seven (7) gas wells. We have a lot of people ready to work on these sites and if we don't obtain access we'll have to send them home, he stated.

CNX Gas has a commitment to drill wells by a certain date, commented Mr. Boothe. I would greatly appreciate it if the board would approve these agreements.

Regarding the agreement with Spearhead Trails for the development of ATV trails, CONSOL Energy has approved it, he stated. I'll call Shawn Lindsey, Director of Spearhead Trails and start working out an agreement. We've been working with Spearhead Trails, but had to go through several different departments and systems, stated Mr. Boothe.

Craig Stiltner, Rocklick District Supervisor stated the agreement that was given to CONSOL is the same type of agreement that was given to other coal companies. I don't know what the holdup has been.

We've been working on this tirelessly, stated Mr. Boothe. There's been a lot of phone calls, video calls etc. to get this through. Also, CNX Gas won't let our employees use ATV's on CNX property to get to gas wells, he commented.

There's been one man working on getting the Right-of-Way Agreement through for Spearhead and he's in charge of many many projects, stated Mr. Boothe.

The Spearhead Trail is crucial to Buchanan County, stated Mr. Stiltner. We've had other gas companies sign off without any problems. These other companies may not be as big as CNX Gas, but they were approved, he stated. We have local people that's invested \$1 million in a business in the county.

CONSOL has invested a lot of money in Buchanan County, stated Mr. Boothe. They've given 600 acres in Hurley to the county, which was supposed to been an ATV trail.

The property that CONSOL give to the county at Hurley, we can't get a right-of-way to, stated Mr. Stiltner.

We should have a right-of-way agreement before June to Spearhead Trail, stated Mr. Boothe.

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

Upon a motion by Earl Scott seconded by Harold H. Fuller and with a roll call vote of six (6) yeas, Trey Adkins, Harold H. Fuller, Craig Stiltner, J. Carroll Branham, G. Roger Rife, Earl Scott and one (1) nay, William P. Harris, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711 (A)(1), a personnel matter involving the E-911 employee; Virginia Code Section, 2.2-3711 (A)(7) consultation with legal counsel regarding Miller Richardson Estate Trust; Virginia Code Section, 2.2-3711 (A)(7),

consultation with legal counsel regarding Land Use Permits and Surface Use Right-of Way Agreements from CNX Gas Company and CONSOL; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding the Engagement Letter from Dan Siegel with Sands Anderson regarding bond counsel for courthouse renovation project; Virginia Code Section, 2.2-3711 (A)(3)(7), consultation with legal counsel regarding the acquisition of property for public purposes; Virginia Code Section, 2.2-3711 (A)(3)(7), consultation with legal counsel regarding the acquisition of the Booth Center from Southwest Virginia Community College Foundation; Virginia Code Section, 2.2-3711 (A)(3)(7), consultation with legal counsel regarding the acquisition of the gas station property based on Jay Rife's appraisal; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding possible amendments to County Code Section 88-3; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding the agent of record for health and dental insurance and Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding the Buchanan County Public Service Authority loans.

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Motion was made by William P. Harris to return from closed session seconded by Harold H. Fuller and with a unanimous voice vote by the board.

This board's meeting resumed in open session after being in executive session for three (3) hours and three (3) minutes.

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A motion by Trey Adkins seconded by Earl Scott, 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)(1), a personnel matter involving the mapping, E-911 and building code offices; Virginia Code Section, 2.2-3711 (A)(1), a personnel matter involving part-time employees for the Public Works Department and Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding procurement for the Public Works Department .

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.

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**IN RE: CONSIDER APPROVING PART-TIME EMPLOYEES FOR THE COUNCIL PARK**

After a general discussion by the board upon motion by G. Roger Rife seconded by William P. Harris 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 following part-time employees for the Council Pool at a payrate of \$9.00 to \$10.00 per hour:

Amanda Barton  
Kiara Thompson  
Madison Mathis  
Kaitlyn Barton  
Jacob Gilbert  
Morgan Rose  
Alexis Yates  
Hunter Taylor  
Logan Ratliff  
Shelby Rose  
Allie Austin  
Dillion Yates

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**IN RE: CONSIDER APPROVING TO REQUEST FUNDING FROM THE COAL HAUL ROAD COMMITTEE TO PURCHASE A JOHN DEERE MOTOR GRADER**

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 to request funding from the Coal Haul Road Committee to purchase a John Deere motor grader from Meade Equipment in the amount of \$192,834.26, which will be used by the Buchanan County Sanitation Dept.

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**IN RE: CONSIDER APPROVING THE ENGAGEMENT LETTER FROM DAN SIEGEL, ATTORNEY WITH SANDS ANDERSON, P.C.**

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 the Engagement Letter from Dan Siegel, Attorney with Sands Anderson, P.C. to serve as Bond Counsel for the County in regard to the Courthouse Renovation Project and authorize the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute the Engagement Letter on behalf of Buchanan County with the approval as to form by the

County Attorney. A copy of the Engagement Letter with Sands Anderson, P.C. is located in the county administrator's office for review.

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**IN RE: CONSIDER APPROVING TO NEGOTIATE FOR THE PURCHASE OF THE GAS STATION OWNED BY EDWIN BUNN AND CAROLYN KEENE LOCATED NEXT TO THE COURTHOUSE**

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, 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 County Attorney and County Administrator to negotiate for the purchase of the gas station owned by Edwin Bunn and Carolyn Keene located next to the courthouse based upon the appraisal from Jay Rife in the amount of \$54,500.

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**IN RE: CONSIDER APPROVING TO SEND A LETTER TO TOM MULLINS, TRUSTEE OF THE MILLER RICHARDSON ESTATE TRUST**

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 six (6) yeas, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and one (1) nay, Craig Stiltner, this board did hereby approve the County Administrator to send a letter to the Tom Mullins, the Trustee of the Miller Richardson Estate Trust requesting a \$1.5 million distribution to the County from the Trust for the courthouse renovation project; and to encourage the Trustee to approve the Grundy Kiwanis Club's request for a distribution from the Trust.

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**IN RE: CONSIDER APPROVAL TO MAKE A COUNTER OFFER OF \$2.9 TO THE SOUTHWEST VIRGINIA EDUCATION FOUNDATION FOR THE BOOTH CENTER**

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, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and zero (0) nays, this board did hereby approve to make a counter offer of \$2.9 to the Southwest Virginia Education Foundation for the Booth Center, which is located next to the Appalachian School of Law from the CNX Gas account. Also, appointed J. Carroll Branham and Trey Adkins to review the plans to see if there is proper right-of-way in and out of the Booth Center.



**IN RE:            CONSIDER SCHEDULING A PUBLIC HEARING ON A PROPOSED  
ORDINANCE TO SET A COLLECTION FEE AND REGULATIONS  
FOR RESIDENTIAL GARBAGE COLLECTION**

**L.** Lee Moise, County Attorney stated a public hearing would need to schedule for the board to consider a proposed ordinance to set a collection fee and regulations for residential garbage collection. The suggested fee is \$5.00 monthly and the funding would be assist budget issues at the Buchanan County Public Service Authority.

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 six (6) yeas, Craig Stiltner, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and one (1) nay, William P. Harris, this board did hereby approve to schedule a public hearing for Monday, June 5<sup>th</sup>, at 10:15 a.m. to hear public comments regarding a proposed ordinance to set a collection fee and regulations for residential garbage collections.

**IN RE:            CONSIDER ESTABLISHING FEE FOR ALL SURFACE USE  
AGREEMENT AND RIGHT-OF-WAY EASEMENTS**

Upon motion by Trey Adkins to set the fee for all Surface Use Agreements and Right-of-Way Easements from \$500 to \$1,200. Mr. Adkins withdrew his motion.

Harold H. Fuller made a motion that all Surface Use Agreements and Right-of-Way Easements from CNX Gas Company to be \$600 yearly. G. Roger Rife seconded his motion.

Trey Adkins, Knox District Supervisor stated I won't support the agreements from CNX until Spearhead Trails gets a right-of-way from CNX and CONSOL for the ATV Trail.

L. Lee Moise, County Attorney stated before all Surface Use Agreements and Right-of-Way Easements were \$1,200 each.

Mr. Adkins asked if anyone had a conflict, due to leasing property from CNX?

Mr. Moise stated if someone has a conflict, then they need to abstain from voting.

Mr. Fuller withdrew his motion and Mr. Rife his second to the motion.

Craig Stiltner, Rocklick District Supervisor stated I'll make a motion to approve the two (2) Surface Use Agreements and Right-of-Way Easements from CNX Gas Company. This is done in good faith and providing that the county will be treated the same way, if not, which or who I will vote no from now on.

After a general discussion by the board upon motion by Craig Stiltner and with no second to his motion and with a roll call vote of four (4) yeas, Craig Stiltner, G. Roger Rife, J. Carroll Branham, Earl Scott and three (3) nays, Harold H. Fuller, William P. Harris and Trey Adkins, this board did hereby approve the two (2) Surface Use Agreements and Right-of-Way Easements from CNX Gas Company in the amount of \$1,200 each.

- Surface Use Agreement and Right-of-Way Easement to place an 8” pipeline under CR 3200 road;
- Surface Use Agreement and Right-of-Way Easement to place an overhead powerline across CR 3200 at CBM V81A.

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**IN RE: CONSIDER APPROVAL THE ISSUANCE OF A RFP FOR LICENSED AGENTS OR BROKERS TO PROVIDE AND NEGOTIATE FOR HEALTH INSURANCE/DENTAL INSURANCE**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner with a roll call vote of seven (7) yeas, William P. Harris, Craig Stiltner, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and zero (0) nay, this board did hereby approve the issuance of a RFP for licensed agents or brokers to provide and negotiate for health insurance/dental insurance for the three (3) year period of October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2020; cooperative procurement authorized.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL BUDGET APPROPRIATION IN THE AMOUNT OF \$337,518.04 REGARDING THE TWO LOAN PAYMENTS DUE JUNE 1<sup>ST</sup> IN THE AMOUNT OF \$43,007.88 (SERIES 2002B) AND \$294,510.16 LOAN NUMBER WSL-08-12**

Trey Adkins, Knox District Supervisor stated the two (2) Buchanan County Public Service Authority (PSA) are due June 1<sup>st</sup>.

Craig Stiltner, Rocklick District Supervisor stated I’ll agree to pay off the two (2) loans, but I want the pay-off for these loans at the June 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 six (6) yeas, Trey Adkins, Earl Scott, William P. Harris, J. Carroll Branham, Harold H. Fuller, Craig Stiltner and one (1) nay, G. Roger Rife this board did hereby approve to issue a check in the amount of **\$337,518.04** regarding the two loan payments due June 1<sup>st</sup> in the amount of \$43,007.88 (Series 2002B) and \$294,510.16 loan number WSL-08-12 to the Buchanan County Public Service Authority from the CNX Gas Special account.

I’ve said it before and I’ll say it again, we are draining the CNX Gas account and the Coal Haul Road account, stated Mr. Stiltner. The PSA needs to increase water rates. Why should the county and coal haul road fund the PSA because they don’t want to raise water rates?

G. Roger Rife, South Grundy District Supervisor stated the PSA cannot get their payments down, if they continue to spend and not get a budget. The PSA needs to set a budget.

The PSA has had a budget, but you won't agree to raise water rates, stated Mr. Adkins.

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**IN RE: CONSIDER APPROVING A SALARY INCREASE FOR BART CHAMBERS, BUILDING CODE OFFICIAL**

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, William P. Harris, Craig Stiltner, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and zero (0) nays, this board did hereby approve a salary increase for Bart Chambers, Building Code Official to \$60,000 per year starting July 1<sup>st</sup>, 2017.

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**IN RE: CONSIDER APPROVING TO HIRE TWO (2) TEMPORARY PART-TIME EMPLOYEES FOR THE BUCHANAN COUNTY SANITATION DEPARTMENT**

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, Craig Stiltner, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and zero (0) nays, this board did hereby approve to hire two (2) temporary part-time employees for the Buchanan County Sanitation Dept. at an hourly rate of \$10.00.

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**IN RE: CONSIDER RESCINDING MOTION ON MARCH 6<sup>TH</sup>, 2017 TO REINSTATE RICKEY BAILEY'S POSITION AS E-911 COORDINATOR EFFECTIVE THE FOLLOWING DAY AFTER SONNY'S RIGGSBY'S RETIREMENT**

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, William P. Harris, Craig Stiltner, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and zero (0) nays, this board did hereby approve to rescind motion on March 6<sup>th</sup>, 2017 to reinstate Rickey Bailey's position as E-911 Coordinator effective the following day after Sonny's Riggsby's retirement.

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**IN RE: CONSIDER APPROVING A SALARY INCREASE FOR SONNY RIGGSBY, MAPPING TECHNICIAN AND E-911 COORDINATOR**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, William P. Harris, Craig Stiltner, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and one (1) nay, G. Roger Rife, this board did hereby approve a salary increase for Sonny Riggsby, Mapping Technician and E-911 Coordinator to \$65,000 per year beginning July 1<sup>st</sup>, 2017.

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**IN RE: CONSIDER APPROVING THE LAND USE AGREEMENTS FROM CNX GAS COMPANY, LLC.**

Trey Adkins made a motion to approve the four (4) Temporary Land Use Permits from CNX Gas Company, LLC and divide the \$2,000 between the seven (7) district accounts, with no second to his motion, Mr. Adkins requested a roll call vote of two (2) yeas, Trey Adkins, William P. Harris and five (5) nays, Earl Scott, G. Roger Rife, Harold H. Fuller, J. Carroll Branham and Craig Stiltner. The motion failed.

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, G. Roger Rife, William P. Harris, Craig Stiltner, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and zero (0) nays, this board did hereby approve the following for CNX Gas Company, LLC:

- Temporary Land Use Permit to place an 8” pipeline under CR 3200 road;
- Temporary Land Use Permit to place an overhead powerline across CR 3200 at CBM V81A;
- Temporary Land Use Agreement regarding the construction of a road access off of county road number 3200, located in the South Grundy Magisterial District;
- Temporary Land Use Agreement regarding the construction of a road access off of county road number 3222, located in the Prater Magisterial District.

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**IN RE: CONSIDER APPROVAL TO AMEND THE COAL HAUL ROAD PLAN FOR FISCAL YEAR 2016/2017**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, G. Roger Rife, William P. Harris, Craig Stiltner, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and zero (0) nays, this board did hereby approve to amend the Coal Haul Road Plan for fiscal year 2016/2017 in the amount of \$20,000 earmarked for the Rt. 680, Bill Young

Mountain project.

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**IN RE: CONSIDER APPROVING THE COAL HAUL ROAD PLAN FOR FISCAL YEAR 2017/2018**

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 five (5) yeas, G. Roger Rife, Craig Stiltner, J. Carroll Branham, Harold H. Fuller, Earl Scott and two (2) nays, William P. Harris and Trey Adkins, this board did hereby approve the enclosed Coal Haul Road Plan for fiscal year 2017/2018.

**Buchanan County Coal Road Plan**

**Fiscal Year 2017-2018**

A. CONSTRUCTION (ITEMIZED)

1. COUNTY ROAD MAINTENANCE REQUEST

SOUTH GRUNDY DISTRICT	150,000.00
ROCKLICK DISTRICT	150,000.00
KNOX DISTRICT	150,000.00
NORTH GRUNDY DISTRICT	150,000.00
PRATER DISTRICT	150,000.00
HURRICANE DISTRICT	150,000.00
GARDEN DISTRICT	150,000.00

TOTAL COUNTY ROAD MAINTENANCE REQUEST	1,050,000.00
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2. REVENUE SHARING

STRUCTURAL REHABILITATION - VARIOUS ROUTES FOR PROJECTS IN FY 18/19	1,000,000.00
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TOTAL REVENUE SHARING REQUEST	1,000,000.00
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3. BUCHANAN COUNTY PSA

1 REPAIRS/MAINTENANCE	500,000.00
2 HURLEY PHASE VII	500,000.00

TOTAL PSA REQUEST	1,000,000.00
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4. ADDITIONAL REVENUE SHARING PROJECTS

1 RT 83 BEND OF SLATE CURVE PROJECT	3,483,000.00
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TOTAL ADDITIONAL REVENUE SHARING PROJECTS	3,483,000.00
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5. STATE ROUTE 680 CURVE STRAIGHTENING PROJECT	250,000.00
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6. CHIPPING SPARROW ROAD - IDA = PAVEMENT PROJECT	60,000.00
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7. STATE OVERLAY PROJECTS - FULLY FUNDED CST PROJECTS	350,000.00
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<b>A. TOTAL CONSTRUCTION REQUEST FY 17/18 (SUM ITEMS 1-7)</b>	<b>7,193,000.00</b>
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**B. ADMINISTRATIVE REQUEST (ITEMIZED)**

1	COUNTY ROAD ENGINEERING DEPT. BUDGET *SEE ATTACHMENT.A	530,961.00
2	BRIDGE CREW DEPT. BUDGET *SEE ATTACHMENT.B	494,624.00

**B. TOTAL ADMINISTRATIVE REQUEST FISCAL YEAR 2017-2018** **1,025,585.00**

**C. DIRECT TRANSFER C.E.D.A. @ 25% FISCAL YEAR 2017-2018** **1,500,000.00**

**D. APPROPRIATION & DIRECT TRANSFER TO FUND 006 DSR** **280,000.00**

**TOTAL COAL ROAD PLAN FISCAL YEAR 2017-2018** **9,998,585.00**

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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, William P. Harris, Earl Scott, G. Roger Rife, 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: CONSIDER APPROVING TO AWARD A CONTRACT TO PERFORM THE DEPENDENT AUDIT FOR HEALTH INSURANCE**

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, Harold H. Fuller, Trey Adkins, Craig Stiltner, William P. Harris, Earl Scott, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby approve the proposal from BMI Auditing Services, LLC and to award a contract to perform the dependent audit for health and dental insurance.

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**IN RE: CONSIDER APPROVING QUOTE IN THE AMOUNT OF \$15,281.88 AND ESTIMATE OF \$3,000 REGARDING THE PURCHASE OF A SOUND SYSTEM FOR THE POPLAR GAP ATHLETIC FIELDS**

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

nays, this board did hereby approve the quote in the amount of \$15,281.88 from Lee Hartman & Sons, Inc. and estimate of \$3,000 regarding the purchase of a sound system for the Poplar Gap Athletic Fields to be paid from Prater District Park and Development account.

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**IN RE:            CONSIDER APPROVING ADDITIONAL BUDGET  
                     APPROPRIATIONS TO CHILDREN’S SERVICES ACT (CSA) WITH  
                     THE BUCHANAN COUNTY DEPARTMENT OF SOCIAL SERVICES**

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

- An additional budget appropriation in the amount of \$220,000 to Fund 17 CSA account number 24000-0003 revenue from State/Federal funds received and to the General Fund line item number 24010-0002 in CSA State/Federal Revue;
- An additional budget appropriation in the amount of \$30,000 to Fund 17 CSA account number 24000-0004 Revenue and to the General Fund line item number 93100-9201 local CSA funds;
- An additional budget appropriation in the amount of \$57,439.98 to Fund 17 CSA, account number 24000-0004 Revenue and to the General Fund line item number 93100-9201, local CSA funds.

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**IN RE:            CONSIDER ADOPTING A RESOLUTION OF THE BOARD OF  
                     SUPERVISORS OF THE COUNTY OF BUCHANAN, VIRGINIA  
                     DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE  
                     PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR  
                     CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN  
                     CONNECTION WITH A CAPITAL IMPROVEMENT PROJECT FOR  
                     THE COUNTY**

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, William P. Harris, Earl Scott, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby adopt the following Resolution of the Board of Supervisors of the County of Buchanan, Virginia declaring its intention to reimburse itself from the proceeds of one or more tax-exempt financings for certain expenditures made and/or to be made in connection with a capital improvement project for the county:

**RESOLUTION**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF BUCHANAN,  
VIRGINIA DECLARING ITS INTENTION TO REIMBURSE ITSELF  
FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT  
FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO  
BE MADE IN CONNECTION WITH A CAPITAL IMPROVEMENT  
PROJECT FOR THE COUNTY**

**WHEREAS**, the County of Buchanan, Virginia (**the "County"**) is a political subdivision organized and existing under the laws of the Commonwealth of Virginia; and

**WHEREAS**, the County has paid, beginning no earlier than (60 days prior to adoption of this resolution), or will pay, on and after the date hereof, certain expenditures (**the "Expenditures"**) in connection with the renovation and construction of a new County Courts facility and Government Center (**the "Project"**); and

**WHEREAS**, the Board of Supervisors of the County (**the "Board"**) has determined that those moneys previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the County for the Expenditures from the proceeds of one or more issues of tax-exempt bonds (**the "Bonds"**); and

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

Section 1. The Board hereby declares, in accordance with U.S. Treasury Regulation Section 1.150-2, as amended from time to time, the County's intent to reimburse the County with the proceeds of the Bonds for Expenditures with respect to the Project made on and after the date which is no more than 60 days prior to the date hereof. The County reasonably expects on the date hereof that it will reimburse itself for the Expenditures with the proceeds of the Bonds.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditures), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the County so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the County.

Section 3. The maximum principal amount of the Bonds expected to be issued for the Project is \$16,000,000.

Section 4. The County will make a reimbursement allocation, which is a written allocation by the County that evidences the County's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The County recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.



PASSED AND ADOPTED THIS 1<sup>st</sup> day of May, 2017.

The Clerk of the Board of Supervisors of the County of Buchanan, Virginia hereby certifies that the above-referenced resolution was adopted by a majority vote of the Board of Supervisors at a regular meeting of the Board of Supervisors, duly called and held on May 1st, 2017, during an open meeting, as follows:

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

NAYS: Zero

ABSTENTIONS: Zero

Attested to:

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Clerk, Board of Supervisors of  
the County of Buchanan, Virginia

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**IN RE: CONSIDER APPROVING AN ADDITION TO THE FISCAL YEAR  
2017/2018 BUDGET**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of six (6) yeas, Craig Stiltner, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham, Trey Adkins and one (1) nay, William P. Harris, this board did hereby approve to add an additional \$30,000 to Southwest Regional Recreation Authority and \$10,000 to Clinch Independent Living Services in the fiscal year 2017/2018 budget.

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**IN RE: GENERAL DISCUSSION CONCERNING BUCHANAN COUNTY  
SCHOOL SYSTEM'S BUDGET**

Craig Stiltner, Rocklick District Supervisor asked if the board included funding in the school systems budget for new buses?

J. Carroll Branham, Chairman stated I don't think we put anything in the upcoming budget for buses for the school system.

If we didn't put it in the budget, it's something we can look at later on, stated Trey Adkins, Knox District Supervisor.

We put \$9.5 million in the budget for the school system, the buses may have been included, stated Mr. Branham.

The school system has lost a lot of revenue from the state, due to the number of students that left, stated Mr. Stiltner.

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**IN RE:            CONSIDER RESCHEDULING THE JUNE 5<sup>TH</sup> BOARD MEETING**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Harold H. Fuller, Craig Stiltner, G. Roger Rife, Earl Scott, J. Carroll Branham, William P. Harris, Trey Adkins and zero (0) nays, this board did hereby approve to reschedule the Monday, June 5<sup>th</sup>, board of supervisors meeting to Thursday, June 15<sup>th</sup>, at 10:00 a.m. Also, approved to reschedule all public hearings that was set on Monday, June 5<sup>th</sup>, to Thursday, June 15<sup>th</sup> at the time set for each hearing.

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

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, Craig Stiltner, G. Roger Rife, Earl Scott, J. Carroll Branham, William P. Harris, Trey Adkins and zero (0) nays, this board did hereby ratify the following list of part-time employees:

**ROCKCLICK**

Jacob Mccoy

Jordan Mccoy

**RACETRACK**

Charles Mccoy

Donavan Owens

Mathew McCowan     Rocklick HSB

**SOUTH GRUNDY**

Robert Ramey

Jimmy Shortridge     S Grundy HSB

**ATHLETIC FIELD**

Derek Owens

Travis Boyd

Trevor Deel             Prater HSB

**GARDEN**

Casey Cooper

Mathew Horne

Zack Gross              Garden HSB

**KNOX**

Robert Blankenship

Billy Whitt

Todd Justus             Knox HSB

William Rawlins        Know HSB

**HURRICANE**

Dakota Sutherland

Matthew Gilbert

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**IN RE: CONSIDER APPROVING TO SCHEDULE TWO PUBLIC HEARINGS THE FIRST PUBLIC HEARING SCHEDULED AT 10:00 A.M. TO HEAR PUBLIC COMMENTS REGARDING THE COUNTY'S PROPOSED BUDGET FOR FISCAL YEAR 2017-2018; AND A SECOND PUBLIC HEARING AT 10:10 A.M., REGARDING THE PROPOSED ORDINANCE ENTITLED: "GENERAL COUNTY BUDGET (INCLUDING DOG TAX FUND, LAW LIBRARY FUND, AND THE HEAD START PROGRAM FUND) AND THE SCHOOL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 TO JUNE 30, 2018 AND LEVY FOR THE TAX YEAR COMMENCING JANUARY 1, 2017"**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of five (5) yeas, Craig Stiltner, G. Roger Rife, Earl Scott, J. Carroll Branham, Trey Adkins, one (1) nay, William P. Harris and one (1) absent, Harold H. Fuller, this board did hereby approving to schedule two public hearings on Tuesday, May 23<sup>rd</sup>, **the first Public Hearing scheduled at 6:00 p.m. to hear public comments regarding the county's proposed budget for fiscal year 2017-2018; and a second Public Hearing at 6:10 p.m.**, regarding the proposed Ordinance entitled: "General County Budget (including Dog Tax Fund, Law Library Fund, and the Head Start Program Fund) and the School Budget for the fiscal year beginning July 1, 2017 to June 30, 2018 and levy for the tax year commencing January 1, 2017."

#### **NOTICE FOR PUBLIC HEARINGS**

**FOR THE PROPOSED GENERAL COUNTY BUDGET FOR 2017-2018 AND THE PROPOSED ORDINANCE ENTITLED "GENERAL COUNTY BUDGET (INCLUDING DOG TAX FUND, LAW LIBRARY FUND, AND THE HEADSTARTPROGRAM FUND) AND SCHOOL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 TO JUNE 30, 2018, AND LEVY FOR THE TAX YEAR COMMENCING JANUARY 1, 2017**

Pursuant to the provisions of Section 15.2-2503, 15.2-2504 and 15.2-2506, 22.1-92, and 22.1-94 and 58.1-3321 of the 1950 Code of Virginia, as amended, notice is hereby given that the Board of Supervisors of Buchanan County, Virginia, will meet in the boardroom of the Buchanan County Courthouse at **6:00 o'clock p.m. on the 23<sup>rd</sup> day of May 2017** and conduct a **Public Hearing at 6:00 o'clock p.m.**, at which Public Hearing any citizen of the County shall have the right to attend and state his or her views on the proposed county budget; and following the first Public Hearing, said Board shall conduct a second **Public Hearing at 6:10 o'clock p.m. or as soon as can be heard thereafter**, at which Public Hearing any citizen of the County shall have the right to attend and state his or her views on the Proposed Ordinance entitled "General County Budget (including Dog Tax Fund, Law Library Fund, and the Head Start Program Fund) and the School Budget for the fiscal year beginning July 1, 2017, to June 30, 2018, and Levy for the tax year commencing January 1, 2017". The public hearings will include consideration of the School Budget.

The County of Buchanan does not propose a real estate tax rate increase or an increase in the tax rate now in effect for personal property within the County. The County proposes to maintain the current tax rate on real property within Buchanan County at \$0.39

per \$100 assessed value. The tax rates, which the Board proposes to maintain for the 2017-2018 fiscal year, are as follows:

- A. Real Estate and Mobile Homes at \$0.39 per \$100.00 assessed value;
- B. Personal Property at \$1.95 per \$100.00 assessed value;
- C. Machinery and Tools at \$1.95 per \$100.00 assessed value; and
- D. Merchants Capital at \$2.00 per \$100.00 assessed value.

The proposed budget is developed for “information and fiscal planning purposes only”; except in the case of the school division budget.

The County of Buchanan proposes that its supervisors’ salaries shall remain at their current rates, which are as follows: Chairman \$8,800.00 per year; Vice-Chairman \$8,200.00 per year; and all other members \$7,000.00 per year.

A brief synopsis of the Budget is published herewith. Complete copies of the Proposed Budget and Proposed Budget Ordinance may be obtained from the County Administrator’s Office, located on the 4<sup>th</sup> Floor of the Buchanan County Courthouse, between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, with the exception of legal holidays.

Individuals with disabilities who require special assistance to attend or participate in this meeting should contact Robert Craig Horn at (276) 935-6508 by 4:00 p.m. on May 19<sup>th</sup>, 2017, so arrangements can be made.

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

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**IN RE: CONSIDER APPROVING CONTRIBUTIONS**

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, Harold H. Fuller, Craig Stiltner, G. Roger Rife, Earl Scott, J. Carroll Branham, William P. Harris, Trey Adkins and zero (0) nays, this board did hereby approve the following contributions:

Jewell Ridge Volunteer Fire Dept.	\$573.53
Twin Valley Elem./Middle School (7th Grade Trip)	\$1,000.00
Hurley High School (calculators)	\$3,000.00
Clinch Independent Living Services, Inc.	\$1,200.00
Grundy High School (Girls Basketball)	\$600.00
Twin Valley High School (Buch. Co. Band)	\$500.00

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**IN RE:            CONSIDER APPROVING AN ADDITIONAL BUDGET  
                     APPROPRIATION IN THE AMOUNT OF \$306,990.00 TO  
                     BUCHANAN COUNTY PUBLIC SCHOOLS CAFETERIA FUNDS**

Trey Adkins, Knox District Supervisor stated why can't the school system attend the board meetings to make a request for additional funding? Previously, Larry Ashby and Trish Rowe would always be here. I think we should require them to be here, he commented. They messed up last year with a \$100,000 mistake and then again, this year with a \$300,000 mistake, so I think they should be here and ask for it, stated Mr. Adkins.

L. Lee Moise, County Attorney stated this appropriation needs to be made today, so the school system can meet payroll. It's federal funding that needs to be appropriated.

I think we need to ask Vonda Slone, Deputy Treasurer to explain this, stated Mr. Adkins.

Craig Stiltner, Rocklick District Supervisor stated the school system under estimated it and if the money comes in then the school system would have to request an additional appropriation, but if the school system over estimates their funding and the money doesn't come in, then depended on if the county approves the funding the school system would be in the red.

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

After a general discussion by the board upon motion by G. Roger Rife seconded by Harold H. Fuller and with the following roll call vote of six (6) yeas, Harold H. Fuller, Craig Stiltner, G. Roger Rife, Earl Scott, J. Carroll Branham, Trey Adkins zero (0) nays and one (1) absent, William P. Harris, 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 Earl Scott seconded by Harold H. Fuller and with the following roll call vote of five (5) yeas, Earl Scott, Harold H. Fuller, Trey Adkins, G. Roger Rife, J. Carroll Branham, zero (0) nays and two (2) absent, Craig Stiltner and William P. Harris, this board did hereby ratify 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 AN ADDITIONAL BUDGET TRANSFER FROM FUND 52 TO BOARD OF SUPERVISORS PROFESSIONAL SERVICES 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 five (5) yeas, Earl Scott, Harold H. Fuller, Trey Adkins, G. Roger Rife, J. Carroll Branham, zero (0) nays and two (2) absent, Craig Stiltner and William P. Harris, this board did hereby approve an additional budget transfer from Fund 52 to Board of Supervisors, (professional services) account number 11010-3100 in the amount of \$30,000.00.

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**IN RE: CONSIDER APPROVING TO RESCIND MOTION ON MARCH 5<sup>TH</sup>, 2012 APPROVING THAT ALL COUNTY AND STATE OFFICES ADVERTISE IN THE VOICE AS WELL AS THE VIRGINIA MOUNTAINEER. (ALL ADVERTISEMENTS FOR JOB POSITIONS, CONSTRUCTION PROJECTS ETC.)**

This issue was tabled, no action taken.

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**IN RE: CONSIDER APPROVING A BUDGET TRANSFER FROM COAL ROAD LINE NUMBER 41080-7010 TO COAL ROAD LINE ITEM 92100-5843 (TRANSFER TO CEDA)**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, Earl Scott, Harold H. Fuller, Trey Adkins, G. Roger Rife, J. Carroll Branham, Craig Stiltner and one (1) nay, William P. Harris, this board did hereby approve a budget transfer in the amount of \$332,224.00 from Coal Road line number 41080-7010 to Coal Road line item 92100-5843 (transfer to CEDA).

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**IN RE: CONSIDER APPROVING AN ADDITIONAL BUDGET APPROPRIATION TO BUCHANAN COUNTY PUBLIC SCHOOLS CAFETERIA FUNDS**

Trey Adkins, Knox District Supervisor asked Vonda Slone, Deputy Treasurer if she informed the school system that they were over budget?

Vonda Slone, Deputy Treasurer stated yes, I told them and emailed them.

Isn't it better to be underestimated on the budget than overestimated, asked Craig Stiltner, Rocklick District Supervisor?

Mrs. Slone stated no, can't spend something you don't have. Our auditors say if it's not budgeted, then you can't spend it, she stated.

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, Harold H. Fuller, G. Roger Rife, J. Carroll Branham, Earl Scott and one (1) nay, William P. Harris, this board did hereby approve the following budget transfers from Fund 52 for Buchanan County Public Schools for additional funding received:

Revenue:	Food Services (Federal Breakfast & Lunch Program)	\$306,990.00
Grants:	Food Services	
	End Childhood Hunger, Virginia 365 Project	\$ 53,047.53
	Equipment Assistance Grant for School Nutrition	<u>\$ 29,457.96</u>
	<b>Total Request for Food Services</b>	<b>\$389,495.49</b>
Revenue:	Food Service	
	Addit. revenue already received over original appropriation	\$218,048.00
Revenue:	Operations	
	Federal Revenue – 84.287	\$123,156.00
Grants:	Operations	
	Century 21, Title IV, Part B	\$115,000.00
	Elgin Children’s Foundation	<u>\$ 8,156.00</u>
	<b>Total Request for Fund 1-Operations</b>	<b>\$123,156.00</b>

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**IN RE: GENERAL DISCUSSION CONCERNING ADVERTISING IN THE TWO (2) LOCAL NEWSPAPERS**

Earl Cole with The Voice stated an agenda item on the supplementary agenda for today was to rescind the motion approving that all county and state offices advertise in The Voice as well as the Virginia Mountaineer. Why won’t the county put the advertisements out for bid?

The agenda item was tabled.

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**IN RE: ADJOURNMENT**

Upon motion by Trey Adkins seconded by Earl Scott and with a unanimous voice vote by the board, this board did hereby approve to continue this meeting until Tuesday, May 23<sup>rd</sup>, 2017 at 6:00 p.m.

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

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Robert Craig Horn, County Administrator

**MINUTES**

A special called meeting of the Buchanan County Board of Supervisors was held on the 8<sup>th</sup> day of May, 2017 starting at 2:00 p.m. in the boardroom of the Buchanan County Courthouse located in Grundy, Virginia:

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

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

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

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

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

**DATE OF MEETING:** MONDAY, MAY 8<sup>th</sup>, 2017

**TIME OF MEETING:** 2:00 O’CLOCK P.M.

**PLACE OF MEETING:** BOARDROOM OF THE BUCHANAN COUNTY  
COURTHOUSE, ON WALNUT STREET IN GRUNDY,  
VIRGINIA

**PURPOSE**

1. Call to order.
2. Prayer and Pledge of Allegiance.
3. Consider appointment and/or appointments to the Regional Industrial Facilities Authority.
4. Consider personnel (Section 8 Housing).
5. Consider use regarding the Booth Center.
6. Consider accepting proposal from Penn Va. to purchase from Penn Va. the three parcels needed for Bull Creek trail and the easement for E.W. Road for a total purchase price of \$10,000.00.



7. Consider matter involving Miller Richardson Estate Trust.
8. Consider closed session on items # 3, #4, #5, #6 and #7.
9. Adjournment.

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**IN RE:            CONSIDER APPOINTMENT AND/OR APPOINTMENTS TO THE  
                         REGIONAL INDUSTRIAL FACILITIES AUTHORITY**

Upon motion by Craig Stiltner to nominate Joe Gary Street, with no second to his motion Mr. Stiltner withdrew his motion until after closed session.

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

Upon a motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of six (6) yeas, Trey Adkins, Harold H. Fuller, Craig Stiltner, J. Carroll Branham, G. Roger Rife, Earl Scott and one (1) nay, William P. Harris, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711 (A)(1), a personnel matter involving regarding Section 8 Housing; Virginia Code Section, 2.2-3711 (A)(3)(7), a matter involving the acquisition of property for public purposes and consultation with legal counsel; Virginia Code Section, 2.2-3711 (A)(3)(7) a matter involving the acquisition of property for public purposes and consultation with legal counsel; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding appointment and/or reappointment to the Regional Industrial Facilities Authority; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding the Miller Richardson Estate Trust.

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

This board's meeting resumed in open session after being in executive session for one (1) hour and forty-seven (47) minutes.

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A motion by Trey Adkins seconded by William P. Harris that the Board certify that, in the closed session just concluded, nothing was discussed except the matter specifically identified in the motion to convene in closed session and lawfully permitted to be so discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. 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, Craig Stiltner, Trey Adkins, Earl Scott and zero (0) nays.

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**IN RE: CONSIDER APPOINTMENT AND/OR APPOINTMENTS TO THE REGIONAL INDUSTRIAL FACILITIES AUTHORITY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Craig Stiltner, Harold H. Fuller, William P. Harris, G. Roger Rife, Earl Scott, Trey Adkins, J. Carroll Branham and zero (0) nays, this board did hereby appoint Joe Gary Street and Todd Elswick to the Regional Industrial Facilities Authority for Buchanan County.

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**IN RE: CONSIDER ACCEPTING PROPOSAL FROM PENN VA. TO PURCHASE FROM PENN VA. THE THREE PARCELS NEEDED FOR BULL CREEK TRAIL AND THE EASEMENT FOR E.W. ROAD FOR A TOTAL PRICE OF \$10,000**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Craig Stiltner, Harold H. Fuller, William P. Harris, G. Roger Rife, Earl Scott, Trey Adkins, J. Carroll Branham and zero (0) nays, this board did hereby approve to purchase from Penn Va. three (3) parcels of land that are needed for the Bull Creek Trail and the easement for E. W. Road for a total purchase price of \$10,000.00.

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**IN RE: CONSIDER PERSONNEL (SECTION 8 HOUSING)**

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, Craig Stiltner, Harold H. Fuller, William P. Harris, G. Roger Rife, Earl Scott, Trey Adkins, J. Carroll Branham and zero (0) nays, this board did hereby approve Becky Justus, Secretary for Section 8 Housing to assist the Buchanan County Mapping and Building Code Offices with an additional \$2,000 per year to her salary beginning July 1<sup>st</sup>, 2017.

Earl Scott and G. Roger Rife stated they would vote yes as long as there was no intention to hire someone else.

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**IN RE: CONSIDER USE REGARDING THE BOOTH CENTER**

No action taken regarding the use of the Booth Center.

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**IN RE:            CONSIDER APPROPRIATING FUNDING TO THE BUCHANAN  
                      COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND  
                      FINALIZING A DESIGN FOR THE PROPOSED GOVERNMENT  
                      CENTER**

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, Harold H. Fuller, William P. Harris, G. Roger Rife, Earl Scott, Trey Adkins, J. Carroll Branham and zero (0) nays, this board did hereby approve to increase the budget for fiscal year 2017/2018 in the amount of \$150,000 for the Buchanan County IDA earmarked for the Appalachian School of Law maintenance and expenses for the Booth Center and request Terra Tech Engineering Services to finalize a design for the proposed government center at Watkins Branch, which will be put out for bid within 45 days.

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**IN RE:            ADJOURNMENT**

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, Craig Stiltner, Trey Adkins, William P. Harris, J. Carroll Branham, Harold H. Fuller, G. Roger Rife, Earl Scott, and zero (0) nays, this board did hereby approve to adjourn.

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

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Robert Craig Horn, County Administrator

**MINUTES**

A continued meeting of the Buchanan County Board of Supervisors was held on the 23<sup>rd</sup> day of May 2017 starting at 6:00 o'clock p.m. at the boardroom of Buchanan County Courthouse located in Grundy, Virginia:

- PRESENT:** J. Carroll Branham, Chairman  
 Craig Stiltner  
 (a.) G. Roger Rife  
 Harold H. Fuller  
 Earl Scott  
 William P. Harris  
 Trey Adkins
- Robert Craig Horn, County Administrator  
 L. Lee Moise, County Attorney

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

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**IN RE: PUBLIC HEARING – 6:00 P.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED COUNTY BUDGET FOR FISCAL YEAR 2017/2018**

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

Trey Adkins, Knox District Supervisor stated the Buchanan County Public Service Authority (PSA) needs \$1.5 million in the upcoming budget. The board of supervisors has proposed a \$5.00 garbage fee, which will go to the PSA. The \$5.00 fee will bring in an additional \$700,000 for the PSA, he stated. The PSA is still needing an additional \$800,000. Once the PSA increases the monthly water rates by \$3.00, this will bring an additional \$550,000 for the PSA, stated Mr. Adkins. This will leave the PSA needing an additional \$250,000 for the upcoming fiscal year budget.

The PSA’s loan payments are \$1.2 million a year stated Mr. Adkins. I’m requesting the board consider an additional \$250,000 to the PSA, which will bring the budgeted amount for the PSA to \$500,000.

I will request that the additional \$250,000 not be given to the PSA until water rates are increased, he stated.

Craig Stiltner, Rocklick District Supervisor requested that the Buchanan County Public School System be given an additional \$200,000 in the upcoming budget, which would bring the school system up to \$9.9 million. Last year we gave them the additional money regarding the increase in health insurance, he stated. Since, the health insurance has come in

at a six (6%) percent increase for the coming year. Also, the school system hasn't requested this additional funding.

L. Lee Moise, County Attorney stated these two (2) additions to the upcoming budget will not be a substantial increase. A substantial increase would require another public hearing. Any amendments to the budget, which would be over one (1%) percent would require public hearing. So as long as the amount stays under \$600,000 it would be okay and wouldn't require another public hearing, he stated.

G. Roger Rife, South Grundy District Supervisor asked how much of an increase was health insurance going to be this coming year?

Mr. Adkins stated six (6%) percent.

It would be a little higher or a little lower, stated Mr. Branham.

Robert C. Horn, County Administrator stated we set the percentage with the best guess. It could go up or it could go down.

Upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Earl Scott, G. Roger Rife, Harold H. Fuller, 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 APPROVING ADDITIONAL FUNDING TO THE  
BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY (PSA) FOR  
FISCAL YEAR 2017/2018 BUDGET**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham and one (1) nay, Harold H. Fuller, this board did hereby approve an additional \$250,000 to the Buchanan County Public Service Authority (PSA) fiscal year 2017/2018 budget, which brings the total amount for PSA for fiscal year 2017/2018 to \$500,000. This funding will only be issued upon the PSA increasing the water rates by \$3.00.

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**IN RE:            CONSIDER APPROVING ADDITIONAL FUNDING TO THE  
BUCHANAN COUNTY PUBLIC SCHOOLS FISCAL YEAR 2017/2018  
BUDGET**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham and one (1) nay, Harold H. Fuller, this board did hereby approve an additional \$200,000 to the Buchanan County Public Schools

fiscal year 2017/2018 budget, which brings the total amount for Buchanan County Public Schools for fiscal year 2017/2018 to \$9.7 million.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL FUNDING TO THE BUCHANAN COUNTY COMMONWEALTH ATTORNEY'S OFFICE**

Robert C. Horn, County Administrator stated additional funding in the upcoming budget needs to be added to health insurance for the Buchanan County Commonwealth Attorney's Office. Also, it will be needed in the current budget too, due to an error.

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, Trey Adkins, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby approve an additional \$40,000 to the Commonwealth Attorney's Office, (hospitalization) account number 22010-2300 for fiscal year 2017/2018.

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**IN RE: CONSIDER APPROVING A TRANSFER TO THE BUCHANAN COUNTY COMMONWEALTH ATTORNEY'S OFFICE**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, Earl Scott, G. Roger Rife, William P. Harris, J. Carroll Branham and one (1) nay, Harold H. Fuller, this board did hereby approve to transfer \$40,000 to the Commonwealth Attorney's Office, (hospitalization) account number 22010-2300 from Fund 52, account number 94100-7010.

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**IN RE: CONSIDER RESCINDING THE MOTION ON MAY 1<sup>ST</sup>, 2017 APPROVING TO MAKE A COUNTER OFFER OF \$2.9 MILLION TO THE SOUTHWEST VIRGINIA EDUCATION FOUNDATION FOR THE BOOTH CENTER**

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, Harold H. Fuller, Trey Adkins, Craig Stiltner, Earl Scott, G. Roger Rife, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby approve to rescind the motion on May 1<sup>st</sup>, 2017 approving to make a counter offer of \$2.9 million to the Southwest Virginia Education Foundation for the Booth Center.

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**IN RE: GENERAL DISCUSSION CONCERNING ROUTE 624, GARDEN CREEK ROAD**

William P. Harris, Hurricane District Supervisor stated he had received a couple phone calls regarding Route 624, Garden Creek Road, which is closed due to a recent mudslide. Route 624 is a state road and is being worked by the Virginia Department of Transportation and they're doing a good job in trying to get the road opened, he stated.

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**IN RE: PUBLIC HEARING – 6:10 P.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED ORDINANCE ENTITLED, "GENERAL COUNTY BUDGET (INCLUDING DOG TAX FUND, LAW LIBRARY FUND AND THE HEAD START PROGRAM FUND) AND THE SCHOOL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1<sup>ST</sup>, 2017 TO JUNE 30<sup>TH</sup>, 2018 AND TAX LEVY FOR THE TAX YEAR COMMENCING JANUARY 1<sup>ST</sup>, 2017**

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

With no comments from the public, with a motion by Earl Scott seconded by William P. Harris and with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, Earl Scott, G. Roger Rife, 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 APPROVING ADDITIONS TO THE BUCHANAN COUNTY BUDGET FOR FISCAL YEAR 2017/2018**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, Earl Scott, G. Roger Rife, William P. Harris, J. Carroll Branham and one (1) nay, Harold H. Fuller, this board did hereby approve the following additions to the Buchanan County Budget for fiscal Year 2017/2018:

- Additional \$250,000 to the Buchanan County Public Service Authority (PSA) fiscal year 2017/2018 budget, which brings the total amount for PSA for fiscal year 2017/2018 to \$500,000. This funding will only be issued upon the PSA increasing the water rates by \$3.00;
- Additional \$40,000 to the Commonwealth Attorney's Office, (hospitalization) account number 22010-2300 for fiscal year 2017/2018.;
- Additional \$200,000 to the Buchanan County Public Schools fiscal year 2017/2018 budget, which brings the total amount for Buchanan County Public Schools for fiscal year 2017/2018 to \$9.7 million.

**IN RE:            CONSIDER COMPENSATORY TIME FOR FULL-TIME  
EMPLOYEES WORKING THE FAIR**

After a general discussion by the board upon motion by Craig Stiltner seconded by Earl Scott and with the following roll call vote of six (6) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, William P. Harris, J. Carroll Branham zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve to allow county employees to acquire up to twenty-four (24) hours of compensatory time for assisting with the 2017 Buchanan County Fair.

**IN RE:            CONSIDER APPROVING CONTRACT/RECEIPT FOR EBBY  
JEWELL AND THE BLUEGRASS KINSMEN**

After a general discussion by the board upon motion by Craig Stiltner seconded by Earl Scott and with the following roll call vote of six (6) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, William P. Harris, J. Carroll Branham zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve the following contract/receipt for Ebby Jewell and the Bluegrass Kinsmen for the 2017 Buchanan County Fair:

**CONTRACT/RECEIPT**

This contract made and entered into this 23<sup>rd</sup> day of May 2017, by and between **Ebby Jewell and The Bluegrass Kinsmen** (the “Entertainer), whose mailing address is Post Office Box 542, Rosedale, Virginia 24280 and **Buchanan County** (“County”), a political subdivision of the Commonwealth of Virginia, c/o Robert Craig Horn, County Administrator, P.O. Box 950, Grundy, Virginia 24614 (the “Buyer”).

**W I T N E S S E T H:**

**WHEREAS**, the County wishes to conduct the Buchanan County Fair(“Festival”) at Poplar Gap Park, Virginia on Friday, June 23<sup>rd</sup>, 2017, with entertainment beginning at 7:00 p.m. and ending at 8:10 p.m.; and

**WHEREAS**, the Entertainer wishes to provide musical entertainment at said Festival; and

**WHEREAS**, the County wishes to engage the Entertainer to provide such musical entertainment at the Festival; and

**WHEREAS**, the County has agreed to pay and the Entertainer has agreed to accept Six Hundred Dollars and No Cents (\$600.00) for such musical entertainment.

**NOW THEREFORE**, in consideration of the terms and conditions hereinafter provided the parties hereto, intending to be legally bound agree as follows:

1. The County shall pay the Entertainer the sum of Six Hundred Dollars and No Cents (\$600.00) by June 23<sup>rd</sup>, 2017 of which sum the Entertainer hereby acknowledges receipt thereof.



2. The Entertainer shall provide musical entertainment at the Poplar Gap Park Buchanan County Fair for Friday, June 23<sup>rd</sup>, 2017 from 7:00 p.m. to 8:10 p.m. The Entertainer shall be responsible for all its (their) expenses, including any applicable insurance.

**IN WITNESS WHEREOF**, the parties have executed this Contract/Receipt in their appropriate capacities the day and year first above written.

**ENTERTAINER:**

Ebby Jewell and The Bluegrass Kinsmen

By: \_\_\_\_\_

Teresa Jewell, Authorized Agent

SSN or Fed ID#: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**BUCHANAN COUNTY**, a political  
Subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED TO FORM:**

\_\_\_\_\_  
Lawrence L. Moise III, Esq.  
County Attorney for Buchanan County, Va.

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

**IN RE: CONSIDER APPROVING CONTRACT/RECEIPT FOR THE SANDY SHORTRIDGE BAND**

After a general discussion by the board upon motion by Craig Stiltner seconded by Earl Scott and with the following roll call vote of six (6) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, William P. Harris, J. Carroll Branham zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve the following contract/receipt for the Sandy Shortridge Band for the 2017 Buchanan County Fair:

**CONTRACT/RECEIPT**

This contract made and entered into this 23<sup>rd</sup> day of May, 2017, by and between **Sandy Shortridge Band** (the "Entertainer), whose mailing address is Post Office Box 1823 Grundy, VA 24614 and **Buchanan County** ("County"), a political subdivision of the Commonwealth of Virginia, c/o Robert Craig Horn, County Administrator, P.O. Box 950, Grundy, Virginia 24614 (the "Buyer").

**WITNESSETH:**

**WHEREAS**, the County wishes to conduct the Buchanan County Fair(“Festival”) at Poplar Gap Park, Virginia on Thursday, June 22<sup>nd</sup>, 2017, with entertainment beginning at 7:00 p.m. and ending at 7:55 p.m. Where sets will be conducted as 55 minute to 1 hour and 15-minute set; and

**WHEREAS**, the Entertainer wishes to provide musical entertainment at said Festival; and

**WHEREAS**, the County wishes to engage the Entertainer to provide such musical entertainment at the Festival; and

**WHEREAS**, the County has agreed to pay and the Entertainer has agreed to accept Six Hundred Dollars and No Cents (\$600.00) for such musical entertainment.

**NOW THEREFORE**, in consideration of the terms and conditions hereinafter provided the parties hereto, intending to be legally bound agree as follows:

- 2. The County shall pay the Entertainer the sum of Six Hundred Dollars and No Cents (\$600.00) by June 22<sup>nd</sup>, 2017 of which sum the Entertainer hereby acknowledges receipt thereof.
- 2. The Entertainer shall provide musical entertainment at the Poplar Gap Park Buchanan County Fair for Thursday, June 22<sup>nd</sup>, 2017 from 7:00 p.m. to 7:55 p.m. Where sets will be conducted as 55 minute to 1 hour and 15 minute set. The Entertainer shall be responsible for all its (their) expenses, including any applicable insurance.

**IN WITNESS WHEREOF**, the parties have executed this Contract/Receipt in their appropriate capacities the day and year first above written.

**ENTERTAINER:**  
Sandy Shortridge Band

By: \_\_\_\_\_  
Sandy Shortridge, Authorized Agent  
SSN or Fed ID#: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**BUCHANAN COUNTY**, a political  
Subdivision of the Commonwealth of Virginia

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

**ATTEST:**

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

**APPROVED TO FORM:**

\_\_\_\_\_  
Lawrence L. Moise III, Esq.

County Attorney for Buchanan County, Va.

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**IN RE:            CONSIDER APPROVING CONTRACT WITH FRONT ROW MUSIC  
                     TO PROVIDE SOUND AND LIGHTING EQUIPMENT**

After a general discussion by the board upon motion by Craig Stiltner seconded by Earl Scott and with the following roll call vote of six (6) yeas, Harold H. Fuller, Craig Stiltner, Earl Scott, G. Roger Rife, William P. Harris, J. Carroll Branham zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve the bid in the amount of \$2,475.00 and following Contract between Front Row Music and Buchanan County regarding the sound and lighting equipment for the musical entertainment for the 2017 Buchanan County Fair 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:

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 23<sup>rd</sup> day of May, 2017, by and between **Front Row Music**, 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 to the sound and lighting equipment including all equipment for the lighting requirements, front of house sound system, monitor sound system, microphones, other requirements needed in attached rider from Confederate Railroad and any and all travel expenses for the 2017 Buchanan County Fair during the three-day event (June 22<sup>nd</sup>, 23<sup>rd</sup> and 24<sup>th</sup>, 2017). The attached riders are attached and made a part of this contract as Exhibit “A”. The specifications for the scope of services to be provided by the Vendor are set forth in the Invitation to Quote, which is attached and made a part of this contract by reference as Exhibit “B”.

**II.**

The Vendor agrees to complete or cause all such work as set forth in the specifications set forth in Exhibit “B” (Invitation to Quote) and in Exhibit “A” (rider) 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 Contractor shall furnish certificates of insurance to Buchanan County verifying such coverages with the Buchanan County, Va. Board of Supervisors listed as an additional insured.

**IV.**

Contract bid price is: **TWO THOUSAND FOUR HUNDRED AND SEVENTY-FIVE DOLLARS (\$2,475.00).**

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 work required of it under this Agreement or abandons the said work or in any other way is in default of performance hereunder, the County and its agents shall have the right to enter upon the premises upon which the work is being done and take possession thereof and of any material thereon, whether supplied by the Vendor or otherwise, and use such material and complete the said Agreement through workmen or contractors or subcontractors employed by the Vendor, or County and in every way perform the Agreement as is required to be done by the Vendor. In the event that the cost, of such work and the furnishing of such material as may be required to be furnished exceeds the amount then remaining due the Vendor under the said Agreement, the Vendor shall pay to county the amount of such deficiency. If it becomes necessary for the County to pursue recovery of this deficiency, or other damages for any other breach of this agreement, the Vendor shall also be liable for the County's reasonable attorney's fees and court costs. But if such amount remaining in the hands of County under this Agreement at the time of the default of the Vendor exceeds the amount required to complete the said Agreement, then upon completion County shall pay such surplus to the Vendor.

**VII.**

In the performance of the work 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 work performed under this Agreement, or for any extra work unless the provisions of this Agreement have been complied with strictly and prior approval is received by the Buchanan County Va., Board of Supervisors, except as to modifications permitted pursuant to Va. Code section 2.2-4309.

**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, except as to modification permitted pursuant to Va. 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.**

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.

**EXECUTED IN DUPLICATE ORIGINALS NEXT PAGE.**

**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

**IN RE: CONSIDER RATIFYING PART-TIME EMPLOYMENT FOR CHARLES MCCOY, III FOR HARMAN GYMNASIUM**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with a roll call vote of six (6) yeas, Craig Stiltner, Harold H. Fuller, William P. Harris, Earl Scott, J. Carroll Branham, G. Roger Rife, zero (0) nays and one (1) absent, Trey Adkins, this board did hereby ratify part-time employment for Charles McCoy, II for the Harman gymnasium.

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**IN RE: CONSIDER APPROVING A TRANSFER TO METHANE GAS TRANSFER ACCOUNT 92100-5843 IN THE AMOUNT OF \$100,000 AND COAL FUND TRANSFER TO CEDA LINE ITEM 92100-5843 IN THE AMOUNT OF \$500,000, DUE TO INCREASE IN SEVERANCE TAXES**

After a general discussion by the board upon motion Upon motion by Harold H. Fuller seconded by William P. Harris and with a roll call vote of six (6) yeas, Craig Stiltner, Harold H. Fuller, William P. Harris, Earl Scott, J. Carroll Branham, G. Roger Rife, zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve a transfer to Methane Gas Transfer account 92100-5843 in the amount of \$100,000 and Coal Fund Transfer to CEDA line item 92100-5843 in the amount of \$500,000 from Fund 52, account number 94100-7010, due to increase in severance taxes.

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**IN RE: CONSIDER RESCINDING THE MOTION ON MAY 1<sup>ST</sup>, 2017 FOR THE ISSUANCE OF A RFP FOR LICENSED AGENT OR BROKERS TO PROVIDE AND NEGOTIATE FOR HEALTH INSURANCE/DENTAL INSURANCE FOR THE THREE (3) YEAR PERIOD OF OCTOBER 1<sup>ST</sup>, 2017 THROUGH SEPTEMBER 30<sup>TH</sup>, 2020**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner and with a roll call vote of six (6) yeas, Craig Stiltner, Harold H. Fuller, William P. Harris, Earl Scott, J. Carroll Branham, G. Roger Rife, zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve to rescind the motion on May 1<sup>st</sup>, 2017 for the issuance of a RFP for licensed agent or brokers to provide and negotiate for health insurance/dental insurance for the three (3) year period of October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2020.

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**IN RE: CONSIDER APPROVING THE CLIENT SERVICES AGREEMENT BETWEEN USI INSURANCE SERVICES, LLC AND BUCHANAN COUNTY BOARD OF SUPERVISORS, BUCHANAN COUNTY DEPARTMENT OF SOCIAL SERVICES, BUCHANAN COUNTY PUBLIC SCHOOL BOARD AND BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY TO PROVIDE LICENSED AGENT OF RECORD SERVICES TO THE CONSOLIDATE GROUP FOR HEALTH AND DENTAL INSURANCE SERVICES AND PROCUREMENT AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH AGREEMENT 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 Craig Stiltner seconded by Earl Scott and with a roll call vote of six (6) yeas, Craig Stiltner, Harold H. Fuller, William P. Harris, Earl Scott, J. Carroll Branham, G. Roger Rife, zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve the Client Services Agreement between USI Insurance Services, LLC and Buchanan County Board of Supervisors, Buchanan County Department of Social Services, Buchanan County Public School Board and Buchanan County Public Service Authority to provide licensed Agent of Record Services to the consolidate group for health and dental insurance services and procurement and authorize the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County with the approval as to form by the County Attorney:

**CLIENT SERVICES AGREEMENT- EMPLOYEE BENEFITS**

This Agreement, made this 23<sup>rd</sup> day of May, 2017 by and between USI Insurance Services, LLC hereinafter referred to as the **Agent**, and the Board of Supervisors of the County of Buchanan, Virginia, the Buchanan County Department of Social Services, the Buchanan County PSA, and the Buchanan County Public School Board, herein after referred to as the “**Consolidated Group**” or “**Client**” or “**County**” provides as follows:

1. Services.

Agent is engaged as the Client’s employee benefit insurance broker/consultant and shall perform the following services for the Client:

A. Consulting Services

Agent will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to Agent.

Agent shall:

- Meet with the Client’s key people designated by the Client’s employee benefits manager or on as needed basis, (at least quarterly basis), to discuss strategy and open items.
- Develop a mutually agreeable renewal action plan and timeline that meets the

Client's stated objectives.

- Keep the Client informed of significant changes and/or trends in the employee benefits marketplace, to include any changes in the law that may affect the employee marketplace, including but not limited to determining the ongoing impact of the federal "Patient Protection and Affordable Care Act", and regulations promulgated in regard to that Act.

Benchmark medical & dental plan costs and employee contributions to industry, size and regional standards on an annual basis.

- Analyze factors driving Client's plan costs if experience data is available. In connection with such analysis, Agent will review utilization reports to determine possible causes of identified cost increases and assist Client in managing risks and costs of its employee benefits coverages.
- Provide cost projections and funding analysis (review of funding methodology with emphasis on employer costs and the tier structure of the contribution.)
- When marketing Client's plans, prepare an analysis comparing current costs, plan designs, administration costs, network discounts and network accessibility.
- With respect to the renewal process of the consolidated groups employee health and dental insurance benefit program, Agent will conduct an annual review during the renewal process to include negotiations, on Clients' behalf, with current vendors/carriers, as per Client's request.
- Upon the request of Client, Agent will assist Client in the preparation of a RFP for purposes of obtaining competitive quotes from the marketplace. Agent will be the primary point of contact during the bidding process.
- Upon request of Client, evaluate and assist in the management of voluntary benefit products offered to Client's employees; and provide education and communication services of all benefit products, including voluntary benefit products to Client's employees.
- Assist Client in the implementation of the benefit program by dealing with vendor/carriers and performing contract and SPD review for purposes of determining conformity to agreed upon plan provisions and costs.
- Advise Client with respect to available technology platforms to support delivery and administration of its employee benefit plans.
- Assist Client in the development of paper and/or web-based communication strategies.
- Assist Client in the development and delivery of a "Wellness Program" for the employees of the consolidated group.
- If necessary, feasible, and not cost prohibitive, Agent will evaluate, assist, and implement the following:
  1. Population Health Management



2. Consumer-Driven Health Care Administration.
3. Member Services/Benefits Help Line.
4. Client-Specific Benefits Website.
5. COBRA Administration.
6. Flexible Spending Account Administration.

## 2. Placement Services

- Identify and negotiate on the Client's behalf with insurers and other benefit program providers and keep the Client informed of significant developments. Agent shall be authorized for purposes of this Agreement to represent and assist the Client in all discussions and transactions with all insurers/providers, provided that Agent shall not place any insurance or vendor programs on behalf of the Client unless so authorized by the Client.
- Assist with documentation and other steps to obtain commitments for and implement insurance policies and other services selected by the Client regarding its employee benefits program upon the Client's instructions, it being understood that Agent will not independently verify or authenticate Client-provided information necessary to prepare proposals or underwriting submissions and other documents relied upon by insurers/providers, and the Client shall be solely responsible for the accuracy and completeness of such information and other documents furnished to Agent and/or insurers/providers and shall sign any application for coverage.
- Provide Client access to the national insurance marketplace and related services marketplace and use Agent's commercially reasonable efforts to place insurance policies and other services selected by the Client regarding its employee health and dental insurance benefit program on behalf of the Client, if so instructed by the Client.
- Monitor published financial information, to the extent readily available to Agent, of the Client's current insurance carriers and alert the Client when the status of one or more of such carriers falls below Agents' minimum financial guidelines to the extent available. Agent will not, however, be responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency of any employee benefit provider. Insurance carriers with whom the Client's risk are placed, and employee benefit providers who offer products and/or services to the Client, will be deemed acceptable to the Client, in the absence of contrary instructions from the Client. Agent does not monitor published financial information for non-insurance providers.
- Act as a liaison between the Client and insurers/ providers for the lines of coverage and services that Agent has placed or obtained on behalf of Client or for which Agent is named as the broker of record.
- Provide the Client with detailed invoices, except in the case of direct billing by insurers or employee benefits providers.
- Following any such placement, deliver confirmation of coverages as promptly as practicable.
- Follow up with insurance carriers/providers for timely issuance of policies and

endorsements/contracts.

- Review policies, contracts and endorsements for accuracy and conformity to specifications provided by Client and the related negotiated coverages.
- Assist the Client in connection with issues relating to interpretation of insurance policies/contracts placed by Agent.
- Provide information/coverage summaries for all new coverages and updates on changes to existing coverages.
- Assist Client with claims issues as they may arise during the term of this contract.
- Assist and advise Client in regard to changes in Federal and State laws that impact the Client's Health Care Insurance Plan and Benefits, including the impact and required changes to the Plan resulting from periodic implementation of the federal Patient Protection and Affordable Care Act or future legislation that may replace said Act.

Agent does not have authority to make representations for any insurer or other vendor, is not bound to utilize any particular insurer or vendor, and does not have the authority to make binding commitments on behalf of any insurer or vendor.

Agent does not guarantee or make any representation or warranty, express or implied, that employee benefits programs can be placed on terms acceptable to the Client.

### 3. Compensation Fee Structure.

Agent will be compensated for the services outlined in this Agreement through fees paid by the Client outlined according to the following fee structure:

- (a) An annual fee of **Seventy-Five Thousand Dollars and No Cents (\$75,000.00)**
- (b) The Agents acknowledges that the four (4) entities that make up the consolidated group, namely the Buchanan County PSA, the Buchanan County Department of Social Services, the Buchanan County Board of Supervisors and the Buchanan County Public School System each have reserved the right to select a separate agent of record.
- (c) Subject to either of the four (4) entities making up the consolidated group electing to change its selection of an agent of record, the annual fees set forth above shall remain the same and be fixed during the term of this contract and shall not vary based on the annual premium amount either increasing or decreasing over the term of this agreement.

The Client is assumed to have a "fixed fee" arrangement with health and dental carriers. As such, with respect to insurance placed by Agent on the Client's behalf, Agent will disclose to the Client any commissions (either direct/indirect) received by in error and return them promptly to the Client.

### 4. Term.

The term of this Agreement shall be effective upon the date of this agreement, for a three

one-year renewable terms. This agreement shall automatically renew for another one year term, unless the County notifies the Agent of its intent not to renew at least 30 days before the end of the one year term. However, at the end of the last one year term, another term may be extended by mutual written agreement of the parties for one additional one year term for a total of four one year terms. In the event of termination, Agent will assist the Client in arranging a smooth transition process. However, Agent's obligation and the obligation of its affiliates to provide services to the Client will cease upon the effective date of termination, unless otherwise agreed in writing. It is understood and agreed by the parties hereto, that this Agreement will include the negotiation for health and dental insurance benefits for the following policy periods:

- (1) October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2018;
- (2) October 1<sup>st</sup>, 2018 through September 30<sup>th</sup>, 2019;
- (3) October 1<sup>st</sup>, 2019 through September 30<sup>th</sup>, 2020;
- (4) October 1<sup>st</sup> 2020 through September 30<sup>th</sup> 2012 (if the option for a 4<sup>th</sup> one year term is exercised by the County with the agreement of the Agent)

#### 5. Books and Records.

The Client is entitled to copies of reports prepared by Agent hereunder, contracts between the Client and their carriers/administrators to the extent such contracts are in Agent's possession and control, and communications between Agent and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by Agent with regard to its performance under this Agreement. However, Client shall not disclose the foregoing to other third parties, including, but not limited to, competitors of Agent except as disclosure may be required by law

#### 6. Miscellaneous.

Agent is not named a Fiduciary with respect to any plan for which it may provide services. It is not intended by Client or Agent that any services performed by Agent under this agreement to include any fiduciary duties or make Agent a fiduciary of any plan maintained by the Client.

In order to provide the services identified herein, it may be necessary for Agent to receive from the Client, or from a party on Client's behalf, information of a personal nature that may be protected by various federal, and state privacy or other laws. Agent advises that the Client consult with legal counsel as to how these laws impact the client and Client's plan, and this contemplated engagement. It is understood that the Client, or a party on Client's behalf, have the right and authority to disclose an individual's protected health information to Agent for Agent's use in performing its service to the Client and its employees. It is further understood that Agent's use of this information to perform service for Client or its employees does not violate any privacy notice issued by client or a benefit program client maintains, or any applicable law.

Moreover, since Agent is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, Agent recommend that the Client secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this agreement.

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived, only if such modification, amendment or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations

under this Agreement because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential or incidental damages, including, without limitation, loss of profits.

7. The Parties reserve the right to extend this contract by mutual agreement for additional years at fees to be negotiated.

8. The payment of the fees for the licensed agent services under this Agreement specified in Paragraph three (3) is subject to an annual appropriations of the Buchanan County Board of Supervisors and the Buchanan County School Board for that purpose by the Client. [The Client/County reserves the right to terminate this Agreement if determined to be in the best interest of the County by the Buchanan County Board of Supervisors. The Agent shall be entitled to any fee or commission due on a pro-rate basis through the date of such termination.]

9. This Agreement includes by incorporation by references all the specifications contained in the Request for Proposal (RFP) issued by Buchanan County in September 2008 for a licensed agent of record or broker for the procurement of Health and Dental Insurance.

10. Pursuant to Virginia Code Sections, 2.2-4311 and 2.2-4312, during the performance of this Agreement, the Agent agrees as follows:

1. a. The Agent will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Agent. The Agent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

2. The Agent shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

3. During the performance of this contract, the Agent will:

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

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

- c. State in all solicitations or advertisements for employees placed by or on behalf of the Agent that the Agent maintains a drug-free workplace; and
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Agreement “drug-free workplace” means a site for the performance of work done in connection with this contract awarded to the Agent 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.

In the event of the Agent’s noncompliance with this section of this Agreement, (section 10), this Agreement may be cancelled, terminated, or suspended, in whole or in part, and Agent may be declared ineligible for further Agreements and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

11. The Agent acknowledges that it will not use a subcontractor in providing the Agents services during the term of this agreement, no assign its interest pursuant to this agreement without the prior written consent of the Client.
12. The Agent shall at all times during the performance of this Contract be considered an independent contractor, who shall be solely responsible for the workers compensation, social security and any and all other benefits to the employees of the Agent.
13. Agent shall indemnify and save harmless Buchanan County and its Board of Supervisors against all losses, or damages on account of injury to persons or property occurring in the performance of this Agreement together with any and all attorneys’ fees incurred by Buchanan County on account of any thereof arising from the sole negligence of the Agent which is the sole proximate cause of such injury to persons or property.
14. Agent shall, at its own cost and expense, procure and maintain insurance required under the Virginia Workers’ Compensation Act as well as liability insurance covering damages to persons and property. The Agent shall provide Client with copies of Certificates of Insurance in regard to Virginia Workers’ Compensation and General Liability Insurance.
15. 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.
16. 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.
17. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable unless entered into in writing between the parties hereto.
18. The Buchanan County Board of Supervisors resolved to enter into this Agreement on the \_\_\_\_\_day of\_\_\_\_\_, 2017, and authorized Robert Craig Horn,

County Administrator for Buchanan County, and J. Carroll Branham, Chairman of the Board of Supervisors to execute it on behalf of the County.

- 19. The Buchanan County Public School Board resolved to enter into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and authorized Melanie Hibbitts, Superintendent and David Thornbury, Chairman of the Buchanan County Public School Board on behalf of Buchanan County Public School Board.
- 20. The Buchanan County Public Service Authority resolved to enter into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and authorized Trey Adkins, Chairman and Greg McClanahan, Director to execute it on behalf of the Buchanan County Public Service Authority.
- 21. The Buchanan County Public Service Authority is signatory to this agreement to acknowledge its selection of a separate agent of record to handle claims matters and to further acknowledge and agree that the Agent (USI Insurance Services, LLC) will negotiate for the Consolidate Group as a whole in regard to health and dental insurance policies for the policy periods covered under the term of this agreement.
- 22. \_\_\_\_\_ is signatory to this agreement to acknowledge it will serve the PSA as its agent of record in regard to claim issues.
- 23. Lawrence Lee Moise III, County Attorney for Buchanan County, by his execution of this Contract indicates his approval of the form of this Contract.

**Agreement for Licensed Agent and/or Broker Services for procurement of Health and Dental Insurance:**

**EXECUTED IN DUPLICATE ORIGINALS:**

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

ATTEST:

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

**APPROVED AS TO FORM ONLY:**

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

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**IN RE: CONSIDER APPROVING AGREEMENT WITH BMI AUDIT SERVICES, LLC FOR DEPENDENT ELIGIBILITY AUDIT SERVICES AND BUSINESS ASSOCIATE AGREEMENT WITH BMI IN REGARD TO PERFORMING CONTRACT FOR DEPENDENT AUDIT SERVICES**

After a general discussion by the board upon motion by William P. Harris seconded by Craig Stiltner and with a roll call vote of six (6) yeas, William P. Harris, Craig Stiltner, G. Roger Rife, Harold H. Fuller, J. Carroll Branham, Earl Scott, zero (0) nays and one (1)

absent, Trey Adkins, this board did hereby approve the following Agreement with BMI Audit Services, LLC for dependent eligibility audit services and Business Associate Agreement with BMI in regard to performing contract for dependent audit services.

### **DEPENDENT ELIGIBILITY AUDIT SERVICES AGREEMENT**

THIS AGREEMENT is made as of June 21, 2017 between **BUCHANAN COUNTY CONSOLIDATED** (“Client”) and **BMI AUDIT SERVICES, LLC** (“Auditor”).

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

**1. Services.** Auditor agrees to perform for Client the Scope of Services (“Services”) described in Attachment A hereto, which is incorporated fully herein by this reference.

**2. Payment for Services.** Client, or its representative, agrees to pay Auditor for Services in accordance with the Professional Fees described in Attachment A. Client, or its representative, shall pay Auditor the amounts agreed to herein upon receipt of invoices from Auditor.

**3. Confidential Information.** Each party hereto (“Such Party”) shall hold in trust for the other party hereto (“Such Other Party”), and shall not disclose to any non-party to the Agreement, any confidential information of Such Other Party. Confidential information is information which relates to Such Other Party’s research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming. Auditor hereby acknowledges that during the performance of this Agreement, the Auditor may learn or receive confidential Client information and therefore Auditor hereby confirms that all such information relating to the Client’s business will be kept confidential by the Auditor. Auditor and Client further agree to comply with the terms and conditions of the Business Associate Agreement executed by the parties.

**4. Staff.** Auditor is an independent contractor and neither Auditor nor Auditor’s staff is or shall be deemed to be employed by Client. Client is hereby contracting with Auditor for Services and Auditor reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Auditor or Auditor’s staff, and Client shall not be required to hire, supervise or pay any assistants to help Auditor who performs the Services under this Agreement. Auditor shall not be required to devote Auditor’s full time nor the full time of Auditor’s staff to the performance of the Services required hereunder, and it is acknowledged that Auditor has other clients and Auditor offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of Auditor. All materials used in providing the Services shall be provided by Auditor. Auditor’s Services hereunder cannot be terminated or cancelled short of completion of the Services agreed upon except for Auditor’s failure to perform to the Agreement’s specification as required hereunder and conversely, subject to Client’s, or its representative’s, obligation to make full and timely payment(s) for Auditor’s Services in accordance with the Professional Fees described in Attachment A. In the event of termination prior to completion, Auditor shall be entitled to payment for the portion of the Services performed prior to the date of termination. Client shall not provide any insurance coverage of any kind for Auditor or Auditor’s staff, Auditor shall take appropriate measures to insure that Auditor’s staff is competent and that they do not breach Section 3 hereof.

**5. Administrative Support.** Client, or its representative, will provide to Auditor information relative to eligibility records maintained as follows:

- An enrollment file containing all participants eligible to receive benefits at the time of the audit.

- Record layouts and data descriptions appropriate to all pertinent computer files and records.
- All current published plan documentation including Summary Plan Description(s) (SPD(s)), plan amendments, and any other correspondence or directives prepared for the purpose of interpreting and/or clarifying plan eligibility.

Additional data processing fees for handling multiple files and/or formats or requests for reports from Client or Client's representative beyond Auditor's standard scope of services may apply, provided Client approves such fees in writing in advance.

**6. Disputes.** Any disputes that arise between the parties with respect to the performance of this Agreement shall be resolved in the Circuit Court of Buchanan County, Va.

**7. Warranty.** Auditor warrants to Client that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Auditor makes no other warranties, whether written, oral or implied.

**8. Liability.** Auditor shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, wars, insurrections and/or any other cause beyond reasonable control of the party whose performance is affected. As a condition to the claim of non-liability, Auditor shall give Client prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**9. Complete Agreement.** This Agreement contains the entire Agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Auditor by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. Notwithstanding anything to the contrary, the parties shall be bound by the terms and conditions set forth in the Business Associate Agreement entered into between the parties. Notwithstanding any other provisions herein, the standard contract provisions of Buchanan County, Virginia set forth in Exhibit B which is attached hereto and incorporated into this contract by reference, shall be binding on the parties.

**10. Applicable Law.** Auditor shall comply with all applicable laws in performing Services. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

**11. Additional Work and Modification.** Auditor and Client must agree, in writing, to any services requested by Client, but not included in Attachment A. Auditor will submit a new project proposal for Client to approve prior to the performance of the requested additional services by Auditor. Furthermore, this Agreement may be amended only by a subsequent written agreement signed by both Parties and specifically reciting that it is an amendment to this Agreement.

**12. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.



13. Any action to enforce the terms of this Agreement or to construe the terms of this Agreement, shall be filed and adjudicated by the Circuit Court of Buchanan County, Virginia. The Parties hereby consent to jurisdiction in the aforementioned court. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All Parties hereto have been given the opportunity to consult with counsel and other advisors of their choice. All Parties knowingly, voluntarily and without duress, coercion, unlawful restraint, intimidation or compulsion, enter into this Agreement. This Agreement will be construed as to its fair meaning and not strictly for or against any party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

**Approvals:**

**BMI AUDIT SERVICES, LLC**  
(Auditor)  
Supervisors

**BUCHANAN COUNTY CONSOLIDATED**  
By the Buchanan County, Va. Board of  
  
(Client)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

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PRINT NAME

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DATE

\_\_\_\_\_  
DATE

**BUSINESS ASSOCIATE AGREEMENT**

This Agreement, made as of the date subscribed below, between the health plan(s) (“Covered Entity”) sponsored by **BUCHANAN COUNTY CONSOLIDATED GROUP, THROUGH AND BY THE BUCHANAN COUNTY BOARD OF SUPERVISORS** and **BMI AUDIT SERVICES, LLC**, (the “Business Associate”).

Covered Entity is receiving and Business Associate is providing services in connection with the operation of Covered Entity, pursuant to the terms of an agreement between them dated \_\_\_\_\_, \_\_\_\_ (the “Services Agreement”). This Agreement sets forth certain terms that apply to the relationship between Covered Entity and Business Associate that arises out of the Services Agreement, and which are required by the Health Insurance Portability and Accountability Act, Public Law 104-191, as amended and its associated Privacy, Security, and Breach Notification Rules, 45 CFR Part 160 and 164 (collectively, “HIPAA”). The terms of this Agreement shall be interpreted and applied consistently with HIPAA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties intend to be legally bound and agree as follows:

**DEFINITIONS**

Unless otherwise specified in this Agreement, all capitalized terms not otherwise defined shall have the meanings established for purposes of Title 45, Parts 160, 162 and 164, of the United States Code of Federal Regulations, as amended from time to time. For purposes of clarification, the following terms are defined as set forth herein below:

“Breach” means the acquisition, access, use, or disclosure of protected health information in a manner not permitted which compromises the security or privacy of the protected health information. Breach does not include the three exceptions contained in 45 C.F.R. § 164.402(1).

“Breach Notification Rule” means the HIPAA Regulations pertaining to breaches of Unsecured PHI as codified in 45 C.F.R. Parts 160 and 164.

“Discovery” means the first day on which a Breach is known to Business Associate (including any person, other than the individual committing the breach, that is a workforce member or other agent of Business Associate), or by exercising reasonable diligence would have been known to Business Associate, to have occurred.

“Electronic PHI” or “EPHI” means PHI that is transmitted by or maintained in electronic media.

“Electronic Transactions Rule” shall mean the final regulations issued by the Department of Health and Human Services (“HHS”) concerning standard transactions and code sets under 45 CFR Parts 160 and 162

“Privacy Rule” means the HIPAA Regulations as codified in 45 C.F.R. Parts 160 and 164.

“Protected Health Information” or “PHI” shall have the meaning given to such term in the Privacy Rule at 45 CFR 160.103.

“Security Incident” has the meaning set out in the Security Rule. Generally, a “Security Incident” means any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or systems operations in an electronic information system.

“Security Rule” means the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164.

“Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of either the encryption method or the destruction method, as defined in Department of HHS guidance Issued under section 13403(h)(2) of Public Law 111-5.

#### PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

General Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule (or Covered Entity’s policies and procedures) if done by Covered Entity. Business Associate will, in its performance of the functions, activities, services, and operations specified above or detailed in the Services Agreement, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity’s PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), passed as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and government guidance of the definition.

Permitted Uses and Disclosures for Legal Responsibilities. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

Permitted Uses and Disclosures for Administration. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which he/she is aware in which the confidentiality of the information has been breached.

Permitted Uses and Disclosures for Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide to Covered Entity Data Aggregation services that relate to the health care operations of Covered Entity.

Permitted Uses and Disclosures to Federal and State Authorities. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with Federal and State laws and regulations, provided that Business Associate believes in good faith that Covered Entity had engaged in conduct that is unlawful or otherwise violates professional or clinical standard, or that the care, services, or conditions provided by Covered Entity potentially endangers one or more patients, workers, or the public and the disclosure is to a health oversight agency or public health authority, or an attorney retained by or on behalf of Business Associate.

#### OBLIGATIONS OF BUSINESS ASSOCIATE

Use of PHI. Business Associate shall not use or further disclose PHI other than as expressly permitted or required by this Agreement or as required by law. However, Business Associate may use PHI for the purpose of managing its internal business processes relating to its functions under this Agreement.

Disclosure of PHI. Business Associate shall:

not disclose PHI to any person other than employees or subcontractors of Business Associate, except as approved by Covered Entity in writing and in accordance to any Notice of Privacy Practices provided to Business Associate by Covered Entity. Any such disclosure to a subcontractor shall be made only upon the execution of a separate business associate agreement as provided in Paragraph 3.5;

not disclose PHI to its employees unless Business Associate has advised them of Business Associate's obligations under this Agreement, and the consequences for employees and for Business Associate of violating them. Business Associate shall take appropriate disciplinary action against any employee who uses or discloses PHI in contravention of this Agreement; and

Appropriate Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall provide Covered Entity with such information concerning such safeguards as Covered Entity may from time to time request.

Compliance with the Security Rule. The Business Associate will comply, when applicable, with the Security Rule with respect to EPHI.

Subcontractors. Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to comply with the applicable requirements of HIPAA by entering into a Subcontractor Business Associate Agreement or other arrangement that complies with the Privacy Rule, Security Rule, Breach Notification Rule, and this Agreement.

Delegation of Covered Entity's Duties. To the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule in performance of such obligations.

Access to Networks. Business Associate agrees that while present at any Covered Entity facility and/or when accessing the Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors shall at all times comply with any network access and other security practices, procedures and/or policies established by the Covered Entity including, without limitation, those established pursuant to HIPAA's Security Rules.

Reporting. Business Associate shall provide Covered Entity with information regarding all unauthorized uses and disclosures of PHI by Business Associate, its employees or subcontractors not permitted by this Agreement and of which it becomes aware, including Breaches of Unsecured PHI as required by the Breach Notification Rule, and the remedial action taken or proposed to be taken with respect to such prohibited use or disclosure.

Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

Access to PHI. Business Associate shall, at the request of Covered Entity, provide PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements of an individual's right of access and requests for access to his or her PHI. If the PHI is maintained electronically and the individual requests an

electronic copy, the Business Associate must provide the PHI in the form and format requested if readily producible, or, if not, in a readable electronic form and format as agreed to by the Business Associate and individual.

Accounting of Disclosures. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI; and provide to Covered Entity or an individual, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI by providing the requested documentation of disclosures promptly to Covered Entity. If it is determined that the Business Associate maintains an electronic health record as defined by the HITECH Act, the Business Associate will, in addition to documenting disclosures for purposes other than for treatment, payment, or health care operations, document disclosures for the purposes of treatment, payment, or health care operations in accordance with the provisions of the HITECH Act.

Amendment to PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.

Unauthorized Uses and Disclosures. In the event Business Associate becomes aware of a Security Incident involving EPHI, by itself or any of its agents or subcontractors, Business Associate shall promptly notify Covered Entity, in writing, of such Security Incident. For any Security Incidents that are attempted but unsuccessful, Business Associate may notify Covered Entity in a monthly aggregate report. Covered Entity and Business Associate agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or Security Incident.

Breach of Unsecured PHI. A Breach occurs when a use or disclosure of PHI violates the Privacy Rule and compromises the security or privacy of the PHI. Once a violation is discovered, the Business Associate must presume that a breach has occurred unless it can demonstrate that there is a "low probability" that the PHI has been compromised based on a risk assessment consisting of the four factors described below. Prior to conducting the risk assessment described herein, the Business Associate must provide an initial notification to the Covered Entity of a suspected Breach as described in (a).

Initial Notification. The Business Associate shall notify the Covered Entity on the same business day it discovers a Breach or suspected Breach of Unsecured PHI.

Risk Assessment. The risk assessment is fact specific and should consider the following at a minimum:

The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

The unauthorized person who used the PHI or to whom the disclosure was made;

Whether the PHI was actually acquired or viewed and

The extent to which the risk to the PHI has been mitigated.

If after the risk assessment the Business Associate concludes there is more than a "low probability" that the PHI has been compromised, and no exception from 45 C.F.R. § 164.402(2) applies, then notifications must be provided in accordance with (c), (d), and (e) below.

Follow Up Notification. When a Business Associate discovers a Breach of Unsecured PHI, the Business Associate shall notify the Covered Entity with the following information, to the extent possible, as soon as it becomes available:

identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been Breached;

a brief description of the Breach, including the type of Breach (e.g., theft, loss, improper disposal, hacking), location of the Breach (e.g., laptop, desktop, paper), how the Breach occurred, the date the Breach occurred and the date the Breach was discovered, if known; a description of the type of Unsecured PHI involved (e.g., social security number, diagnosis, or disability code), including the type of media, but not the Breached PHI itself; a description of the safeguards in place prior to the Breach (e.g., firewalls, packet filtering, secure browser sessions, strong authentication); and

a description of the actions taken in response to the Breach (e.g., additional safeguards, mitigation, sanctions, policies and procedures).

Notification to Individual(s). When a Business Associate discovers a Breach of Unsecured PHI that occurs while the Business Associate is responsible for the privacy and security of the information, the Covered Entity shall notify each affected individual in accordance with the requirements of 45 C.F.R. § 164.404.

Notification to Media. When a Business Associate discovers a Breach of Unsecured PHI affecting more than 500 individuals that occurs while the Business Associate is responsible for the privacy and security of the information, the Covered Entity shall provide a notice in the form of a press release to a prominent media outlet in accordance with the requirements of 45 C.F.R. § 164.406.

Documentation and Retention. The Business Associate must retain a copy of all risk assessment documentation and notifications created or sent in compliance with this Section 3.14 for six years. Upon request, the Business Associate shall provide to the Plan a copy of any documentation or notification created or sent in compliance with this Section 3.14 that was not previously required to be provided to the Covered Entity.

Sale of PHI. Business Associate is prohibited from exchanging PHI for direct or indirect remuneration without obtaining the individual's authorization.

Marketing. In accordance with the HITECH Act, the Business Associate may be remunerated and use or disclose PHI for marketing communications with the prior written consent of Covered Entity for communications that (1) describe a drug or biologic that is currently being prescribed for the recipient of the communication, and the amount paid is "reasonable"; (2) are made by the Business Associate with a HIPAA-compliant authorization from the individual; or (3) are made by the Business Associate on the Covered Entity's behalf and the communication is consistent with this Agreement.

Compliance. Business Associate shall make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, documentation required by the Security Rule relating to safeguards, and documentation required by the Breach Notification Rule available to Covered Entity, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule, Security Rule, and Breach Notification Rule.

Compliance With Electronic Transactions Rule. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any of its own subcontractors it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

Amendment of Agreement. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this Agreement in such manner as Covered Entity determines necessary to comply with such law or regulation.

## OBLIGATIONS OF COVERED ENTITY

Obligations of Covered Entity. The Covered Entity shall:

provide Business Associate with a copy of its Notice of Privacy Practices, if requested, and will notify Business Associate of any limitation(s) in its Notice of Privacy Practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI; notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity agreed to with an individual, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. The Covered Entity is required to agree to a restriction, and the Business Associate must comply with the restriction, in the case of a disclosure to a

health plan for payment or health care operations (and is not for the purposes of carrying out treatment) and the PHI pertains solely to a health care item or service for which the health care provider involved has been paid by the patient or participant in full and not by the health plan; and

(d) notify Business Associate if an individual has requested that PHI be provided directly to a third party pursuant to a written request signed by the individual that clearly identifies the third party.

#### REQUESTS BY COVERED ENTITY

Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

#### TERM AND TERMINATION

Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when the Services Agreement between Covered Entity and Business Associate terminates or if Covered Entity terminates for cause as authorized in Paragraph 6.2 of this Agreement or if Business Associate terminates for cause as authorized in Paragraph 6.3 of this Agreement.

#### Business Associate's Failure to Comply with HIPAA Obligations.

Opportunity to Cure: Termination. If Business Associate notifies Covered Entity, or Covered Entity otherwise has reason to believe, that Business Associate has violated a material term of any of the requirements set forth in this Agreement and Covered Entity determines that a cure of such violation is possible, not later than five (5) business days following Covered Entity's request, the Parties shall meet (in person or by telephone) to discuss Covered Entity's concerns. Following such meeting, Business Associate shall advise Covered Entity whether it agrees or disagrees with Covered Entity's concerns. If Business Associate agrees with Covered Entity's concerns, not later than five (5) business days after such meeting, Business Associate shall propose to Covered Entity a course of action to address Covered Entity's concerns (a "Corrective Plan") and, if necessary, the Parties thereafter shall engage in good faith discussions in an effort to reach agreement on the terms of the Corrective Plan. If Business Associate materially fails to implement the terms of the mutually agreed Corrective Plan, then, in addition to any other rights and remedies that may be available to Covered Entity, upon written notice to Business Associate, Covered Entity shall have the right to terminate the Agreement in its entirety. If Business Associate disagrees with Covered Entity's concerns, then the Parties will engage in good faith discussions at successively higher levels of management until the dispute has been resolved. Notwithstanding the foregoing, if the Parties are unable to reach agreement on the terms of the Corrective Plan or otherwise are unable to reach agreement with respect to Covered Entity's concerns within sixty (60) calendar days following Covered Entity's initial request for a meeting as described above, and Covered Entity has determined that Business Associate has violated a material term of any of the requirements set forth in this Agreement then, upon written notice to Business Associate, Covered Entity shall have the right to terminate the Agreement in its entirety.

No Opportunity to Cure: Termination. If Business Associate notifies Covered Entity, or Covered Entity otherwise has reason to believe, that Business Associate has violated a material term of any of the requirements set forth in this Agreement and the Covered Entity believes that a cure of such violation is not possible, then Covered Entity shall have the right upon written notice to Business Associate to terminate the Agreement in its entirety. If Covered Entity determines that the termination of the Agreement is not feasible, it shall report the violation to the Secretary of Health and Human Services.

#### Covered Entity's Failure to Comply with HIPAA Obligations.

Opportunity to Cure: Termination. If Covered Entity notifies Business Associate, or Business Associate otherwise has reason to believe, that Covered Entity has violated a material term of any of the requirements set forth in this Agreement and Business Associate determines that a cure of such violation is possible, not later than five (5) business days following Business Associate's request, the Parties shall meet (in person or by telephone) to

discuss Business Associate's concerns. Following such meeting, Covered Entity shall advise Business Associate whether it agrees or disagrees with Business Associate's concerns. If Covered Entity agrees with Business Associate's concerns, not later than five (5) business days after such meeting, Covered Entity shall propose to Business Associate a course of action to address Business Associate's concerns (a "Corrective Plan") and, if necessary, the Parties thereafter shall engage in good faith discussions in an effort to reach agreement on the terms of the Corrective Plan. If Covered Entity materially fails to implement the terms of the mutually agreed Corrective Plan, then, in addition to any other rights and remedies that may be available to Business Associate, upon written notice to Covered Entity, Business Associate shall have the right to terminate the Agreement in its entirety. If Covered Entity disagrees with Business Associate's concerns, then the Parties will engage in good faith discussions at successively higher levels of management until the dispute has been resolved. Notwithstanding the foregoing, if the Parties are unable to reach agreement on the terms of the Corrective Plan or otherwise are unable to reach agreement with respect to Business Associate's concerns within sixty (60) calendar days following Business Associate's initial request for a meeting as described above, and Business Associate has determined that Covered Entity has violated a material term of any of the requirements set forth in this Agreement then, upon written notice to Covered Entity, Business Associate shall have the right to terminate the Agreement in its entirety.

No Opportunity to Cure: Termination. If Covered Entity notifies Business Associate, or Business Associate otherwise has reason to believe, that Covered Entity has violated a material term of any of the requirements set forth in this Agreement and the Business Associate believes that a cure of such violation is not possible, then Business Associate shall have the right upon written notice to Covered Entity to terminate the Agreement in its entirety. If Business Associate determines that the termination of the Agreement is not feasible, it shall report the violation to the Secretary of Health and Human Services.

Effect of Termination. Except as provided in the following paragraph, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity that it maintains in any form or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.

In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Remedies. Covered Entity's remedies under this section shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Business Associate breaches its obligations under this Agreement, Covered Entity may, at its option: access and inspect all books and records of Business Associate, as outlined in Section 3.14 of this Agreement; require Business Associate to submit to a plan of monitoring and reporting, as Covered Entity may determine necessary to maintain compliance with this Agreement; or terminate this Agreement, in accordance with Paragraph 6.2 of this Agreement.

#### MISCELLANEOUS

Amendment and Addenda. The parties agree to amend this Agreement from time to time as necessary for Covered Entity to comply with the requirements of HIPAA. Any addenda attached as an appendix to this Agreement shall be an integral part of this Agreement, and this Agreement and any such addenda shall be interpreted as one and the same instrument unless otherwise stated in such addenda.

Survival. The respective rights and obligations of Business Associate under Section 6.4 of this Agreement shall survive the termination of this Agreement.

Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.

Counterpart Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together constitute one and the same instrument.

No Third-Party Beneficiaries. The parties agree that there shall be no incidental or intended third-party beneficiaries under this agreement. Nor shall any other person or entity have rights arising from the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BUCHANAN COUNTY CONSOLIDATED BY  
AND THROUGH THE BUCHANAN COUNTY  
BOARD OF SUPERVISORS**  
Plan Sponsor Signing on  
Behalf of Covered Entity

**BMI AUDIT SERVICES, LLC**  
Business Associate

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**IN RE: CONSIDER APPROVING THE NOTICE OF PUBLIC HEARING ON THURSDAY, JUNE 15<sup>TH</sup> AT 10:30 A.M. TO HEAR PUBLIC COMMENTS REGARDING THE MERITS OF ENTERING INTO AN INTERIM AGREEMENT WITH J. A. STREET & ASSOCIATES FOR THE RENOVATION AND EXPANSION OF THE BUCHANAN COUNTY COURTHOUSE**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with a roll call vote of six (6) yeas, William P. Harris, Craig Stiltner, G. Roger Rife, Harold H. Fuller, J. Carroll Branham, Earl Scott, zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve the Notice of Public Hearing on Thursday, June 15<sup>th</sup> at 10:30 a.m. to hear public comments regarding the merits of entering into an Interim Agreement with J. A. Street & Associates for the renovation and expansion of the Buchanan County Courthouse.

**NOTICE OF PUBLIC HEARING**  
**Please advertise two weeks (June 1<sup>st</sup> and June 8<sup>th</sup>, 2017)**

**NOTICE** is hereby given that the Buchanan County Board of Supervisors will conduct a Public Hearing on the **15<sup>th</sup> day of June 2017 at 10:30 o'clock a.m.**, in the Board of Supervisors meeting room, in the basement of the Buchanan County Courthouse, at the Buchanan County Courthouse, 1012 Walnut Street, Grundy, VA 24614 to receive public comment regarding the merits of entering into an Interim Agreement with J.A. Street & Associates for the renovation and expansion of the Buchanan County Courthouse. A copy of this agreement may be found on the County's website at



<http://www.buchanancountyonline.com/>. A copy of this agreement is also available for public inspection at the County Administrator's office at 1012 Walnut Street, Grundy, VA 24614.

The proposed interim agreement is available of the above reference county website and will also be available for review at the time of the public hearing, and earlier upon request to the County Administrator, Fourth Floor, Courthouse, corner of Main St. and Walnut St, Grundy, Virginia.

PLEASE CONDUCT YOURSELF ACCORDINGLY.

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

\_\_\_\_\_  
Date

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**IN RE:            CONSIDER MODIFYING CONTRACT WITH SKANSKA TO  
INCLUDE PROVIDING NON-CONSTRUCTION RELATED  
SERVICES ON STATE CONTRACT NUMBER DEB2202012 AS SET  
FORTH IN LETTER DATED MAY 11<sup>TH</sup>, 2017**

After a general discussion by the board upon motion by Craig Stiltner seconded by Earl Scott and with the following roll call vote of six (6) yeas, Craig Stiltner, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott, William P. Harris, zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve to modify Contract with Skanska to include providing non-construction related services on state contract number DEB2202012 as set forth in letter dated May 11<sup>th</sup>, 2017.

**Curtis Elswick, CCM, LEED® AP**  
Sr. Vice President/Regional Executive  
Skanska USA Building Inc.  
Integrated Solutions  
Phone: 540-423-2860  
Email: [curtis.elswick@skanska.com](mailto:curtis.elswick@skanska.com)

May 11, 2017

Mr. Robert Craig Horn  
County Administrator  
Buchanan County, Virginia  
P.O. Box 950  
1012 Walnut Street  
Grundy, Virginia 24614

**RE: Buchanan County Courthouse and Government Center Projects  
Project Management Services**

Dear Mr. Horn:

Our current contract is to provide Project Management Services during the preliminary planning phase of the Buchanan County Courthouse project which, through planning efforts to-date, has developed into renovations/addition to the existing courthouse and a new Government Center. As we are at the end of the preliminary planning phase of the project and have now further defined the scope of the overall project, we are very pleased to provide our

proposal to modify our existing contract to provide Project Management Services through the design, construction and closeout phases of the projects. Below you will find a summary of services we propose providing along with our corresponding fee. Our proposal is based on the terms and conditions included within the Commonwealth of Virginia/Department of General Services Standard Contract for Non-Professional Construction Related Services/Testing and Environmental Services (Contract #: DEB2202012) dated December 1, 2012 (extended through May 31, 2017).

### **Your Project**

The current scope of the project includes renovations of the existing courthouse facility to house court functions only, without any demolition of existing structures, but a new addition to the rear of the facility to meet the needs of the courts as well as meet the best practices of the Commonwealth of Virginia Courthouse Facility Guidelines. In addition, a new government center is to be designed and constructed at the Watkins Branch site which will house all current County spaces located within the existing courthouse facility as well as provide for future expansion and additional needed parking. Total project budget is estimated at \$21million for both projects.

Our current scope of services includes assistance with procurement of a design-build team for the new courthouse renovation/addition, development of an anticipated project cost and schedule. As of today, we have received a Conceptual Phase proposal from J.A. Street/Silling Associates and have requested a Detailed Stage proposal in accordance with the County's PPEA Guidelines which we expect to receive in mid-May 2017. Buchanan County has retained Terra Tech for the design of the New Government Center, which will be delivered via a design bid- build delivery method separate from the Courthouse Renovation/Addition project. We anticipate our services will commence on May 24, 2017 and conclude upon final completion of both projects. Although the schedules for both project require further evaluation and confirmation, we anticipate the following for purposes of this proposal:

#### Courthouse Renovation/Addition:

- Mid-May 2017: Submission of Detailed Stage PPEA for review
- May 23, 2017: Presentation to Buchanan County BOS and request for public Hearing
- Early June 2017: Final negotiations/draft Interim Agreement
- June 15, 2017: Public Hearing
- July 17, 2107: Execute Interim Agreement
- July 17, 2017: Commence Remaining Design Effort/Construction Planning
- September 2017: Design Development Submission
- November 2017: GMP Design Submission
- December 2017: Execution of Comprehensive Agreement/GMP Contract
- January 2018: Construction Commences
- By Summer 2019: Construction Substantial Completion
- Summer 2019: Final Completion

#### New Government Center:

- May 2017: Commence Design
- September 2017: Design Development Submission or 50% Construction Documents
- December 2017: Complete Construction Documents for Review
- February 2018: Advertise for Bids
- April 2018: Commence Construction
- Summer 2019: Construction Substantial Completion
- End Summer 2019: Final Completion

### **Our Services**

Below you will find a summary of services we propose providing along with our corresponding Lump Sum Fee. Our Fee assumes our services will start on May 24, 2017 and will be needed through the end of August 2019 (approximately 27 months), at which time construction will be complete and contracts with the design-build team on the Courthouse Renovation/Addition and architect/engineer and general contractor on the New Government Center are closed out from a financial perspective. The Parties understand that services shall be provided until Final Completion is reached, and Skanska may request additional compensation for continued services should Final Completion be delayed significantly beyond August 2019. Skanska understands that any such compensation must be in the form of a written modification, approved by the Owner.

Our role as a key member of the project team will be to represent your interests throughout the duration of the projects. We will not attempt to fill the role of the design team or general contractor and will not be responsible for design or construction means and methods, however, we will manage the overall project on your behalf in order to assist Buchanan County with the successful delivery of the project.

### **Summary of Services**

Due to the different delivery methods being implemented on both facilities, we are proposing the following services for each:

#### **Courthouse Renovation Design/Build PPEA**

Our services are anticipated to include the following:

- Assistance with negotiation, development, and administration of the Interim Agreement and Comprehensive Agreement between the Buchanan County and Design-Builder.
- Act as liaison to Buchanan County and update representatives of the County and public, as required.
- Coordination of Owner decisions.
- Development of a master project schedule with continuous monitoring and as-needed updates.
- Validation and management of the Project Budget.
- Assist the Architect/Engineer and Buchanan County with implementation of an Owner Direct Purchase Process (ODPP).
- Development of an estimated cash flow drawdown schedule with monthly updates.
- Review of design documents to confirm scope and to identify constructability and life safety issues. Advise and recommend value management options and alternatives.
- Analysis of Design-Builder's cost estimates and GMP package.
- Review of bonds and insurance submitted by the Design-Builder.
- Assistance with procurement of other consultants and contractors and coordination of other consultants including geotechnical engineering, testing & special inspections, and other related services.
- Assistance in the permitting process.
- Management of allowances and contingencies included in the GMP or Contract Cost Limit (CCL).
- Pay application and invoice processing.
- Review and approval of the Design-Builder's schedule of values and initial schedule.
- Tracking of design and construction deliverables including participation in the RFI, ASI, and submittal review process.
- Provide personnel on the site on a routine basis during the construction period to monitor and ascertain that the specified levels of materials and workmanship quality are being provided. Review mock-ups required by the construction documents. Report quality-control deficiencies and suggested corrective actions to the Owner's representative and Architect/Engineer and monitor the directed corrective actions. Monitor construction activity to ensure compliance with construction schedules. It is assumed that both the Courthouse Renovation/Addition and New Government Center

will be under construction concurrently. If the project schedules develop to where construction will not commence concurrently, we reserve the right to request a modification to our contract to accommodate the revised schedules.

- Monitoring of construction activity to ensure compliance with construction schedules. Analysis of schedules presented by the Design-Builder including evaluation of impacts to the schedule related to RFIs or change order proposals.
- Participation in project meetings to include progress meetings with Design-Builder, Owner meetings and Board of Supervisor presentations.
- Issuance of monthly progress reports. Maintain a running list of action items required by the project team in order to keep the project on schedule.
- Project closeout including coordination of Owner training, delivery of attic stock, operations & maintenance manuals, final lien waivers, warranties, and final accounting.
- Preparation of owner punch lists and ensuring completion of all punch lists.
- Coordination of owner training activities and delivery/storage of attic stock material.
- Scheduling of warranty inspections.

### **New Government Center (Design-Bid-Build)**

Our services are anticipated to include:

#### ***Design Phase***

- Assist with negotiation of the contract with the selected Architect/Engineer.
- Administer the Architect/Engineer contract for schedule adherence.
- Development and management of a detailed project budget including implementation of a system for continuous budget control through each phase of design.
- Development of a cost tracking and cash flow model to assist Buchanan County with anticipated funding needs.
- Provide continuous reviews of plans and specifications for program compliance, budget adherence, constructability and life safety, completeness and clarity. Advise and recommend value management options and alternatives and facilitate value engineering exercises if required.
- Recommend and assist with procurement of other services needed during the design phase.
- Recommend general conditions and specifications provisions for greater Owner rights and protection and for more effective Owner control of construction contract administration.
- Coordinate and expedite all reviews and approvals.
- Review and analyze A/E cost estimates for completeness and accuracy, including Owner's contingency, for each phase of design.
- Provide Owner with monthly progress and budget reporting and as requested by the Owner.
- Review construction documents for completeness and suitability for bidding.
- Develop an overall project schedule that will be monitored and updated throughout the duration of the project.
- Make presentations to the Buchanan County Board of Supervisors, as requested, and other stakeholder groups regarding progress of the project.
- Assist the Architect/Engineer and Buchanan County with implementation of an Owner Direct Purchase Process (ODPP).

#### ***Bidding and Award***

- Work with the Architect/Engineer and Owner to develop an Advertisement for Bids and accompanying bidding procedures in compliance with Virginia statutes for public procurement.
- Assist Buchanan County and Architect/Engineer with distribution of information to

potential bidders.

- Participate in the pre-bid conference and conduct the conference in conjunction with the Architect/Engineer.
- Review addenda to be issued to bidders.
- Monitor bidder activity.
- Assist the Architect/Engineer with review of bids and recommend award.
- Assist the Architect/Engineer and Owner in preparation of the construction contract and issuance of notice of award and notice to proceed.
- Identify, facilitate, and procure various construction-related consulting services required on the project, including but not limited to, construction materials testing and special inspection services.
- Assistance in the permitting process.
- Review of bonds and insurance documentation provided by the general contractor.

### ***Construction***

- Participate in the pre-construction conference.
- Review and approval of the general contractor's schedule of values and initial schedule.
- Review and analyze the detailed critical path network schedule submitted by the Contractor for adherence to the Owner's desired occupancy date.
- Review and monitor project schedules including approvals, delivery, inspection, testing, construction, and occupancy.
- Monitor and expedite procedures for submittals, change orders, requests for information, progress payments and approvals. In consultation with the Contractor, prepare a cash flow schedule for project payments.
- Assist with the implementation of an Owner Direct Purchase Process (ODPP).
- Provide a monthly report to the Owner of the progress of construction, including budget and schedule adherence, and other pertinent information. Maintain a running list of action items required by the project team in order to keep the project on schedule.
- Monitor the contractor's performance for adherence to contract procedures, schedules, and technical requirements. Work with the Contractor to develop and implement corrective actions and schedule accelerations when necessary.
- Participate in regular jobsite meetings with the Contractor, subcontractors, Architect/Engineer, Owner's representative, testing agencies, and other appropriate parties to review progress and discuss/resolve issues.
- Review and make recommendations to the Owner on change orders and time extension requests.
- Maintain a system for monitoring submittals, request for information, architect's supplemental instructions, and/or sketches.
- Provide personnel on the site on a routine basis during the construction period to monitor and ascertain that the specified levels of materials and workmanship quality are being provided. Review mock-ups required by the construction documents. Report quality-control deficiencies and suggested corrective actions to the Owner's representative and Architect/Engineer and monitor the directed corrective actions. Monitor construction activity to ensure compliance with construction schedules. It is assumed that both the Courthouse Renovation/Addition and New Government Center will be under construction concurrently. If the project schedules develop to where construction will not commence concurrently, we reserve the right to request a modification to our contract to accommodate the revised schedules.
- Provide cost control through progress payment review and verification and change order evaluation.
- Assist the Owner in developing a move-in plan and schedule.

### ***Post-Construction/Closeout***

- Coordinate post-construction activities including Owner's acceptance and testing of all major components and systems.

- Assist with the development of punch lists and monitor contractor compliance.
- Obtain and review operation and maintenance materials. Collect all warranties, verify compliance with the contract requirements, and deliver to Owner.
- Schedule and coordinate the training of Owner personnel on equipment and building systems.
- Schedule and coordinate a warranty inspection approximately six months and eleven months after the date of Substantial Completion.
- Review as-built drawings.
- Provide final close-out reports and releases and waivers of claim.
- Assist with occupancy planning and scheduling.
- Coordination and delivery/storage of attic stock material.

Our proposal assumes that we will provide as-needed services throughout the duration of both projects and a full-time on-site presence covering both sites while both projects are under construction.

**Our Lump Sum Fee (“Fee”) for providing the above referenced services is \$498,000.**

This Fee includes all miscellaneous costs such as travel expenses, postage, copying, and printing other than documents greater than 11” X 17”. We understand that we will not exceed our scope of services noted above without prior written consent of Buchanan County. Any additional services shall be discussed and authorized in writing before proceeding with any additional work. We have included a fee of \$10,000 for preparation of one detailed independent cost estimate following receipt of the Design Development or 50% Construction Documents for the New Government Center. We highly recommend an independent cost estimate be completed and reconciled on this project prior to completing the design and issuing for bids. If the County chooses not to exercise the option of us providing this detailed cost estimate, we will credit this amount from our contract.

Our services will be billed on a monthly basis based on services rendered throughout the duration of our Contract. We look forward to serving as your Project Manager and trusted advisor and advocate on this exciting project. Upon your review of our proposal, please let me know if you have any questions. If our proposal is acceptable, we request that Buchanan County issue a purchase order referencing the Commonwealth of Virginia/Department of General Services Standard Contract for Non-Professional Construction Related Services/Testing and Environmental Services (Contract #: DEB2202012) dated December 1, 2012 (extended through May 31, 2017).

Sincerely,  
 Curtis Elswick, CCM, **LEED® AP**  
 Sr. Vice President/Regional Executive

cc: Lawrence Moise, County Attorney

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**IN RE: CONSIDER APPROVING ADDITIONAL FUNDING TO THE  
 BUCHANAN COUNTY PUBLIC SCHOOLS FISCAL YEAR 2017/2018  
 BUDGET**

After a general discussion by the board upon motion by Craig Stiltner seconded by Earl Scott and with a roll call vote of five (5) yeas, Craig Stiltner, Earl Scott, G. Roger Rife, William P. Harris, J. Carroll Branham, one (1) nay, Harold H. Fuller and one (1) absent, Trey Adkins, this board did hereby approve an additional \$20,000 to the Buchanan County Public Schools fiscal year 2017/2018 budget earmarked for the drug testing policy.

**IN RE: GENERAL DISCUSSION CONCERNING THE OLD GAS STATION  
LOCATED NEXT TO THE BUCHANAN COUNTY COURTHOUSE**

L. Lee Moise, County Attorney stated since there's been a change of plans regarding the courthouse construction project so that there will no longer be a wing constructed on the old gas station property. That property is owned by Ed Bunn and Carolyn Keene. Does the board still want to purchase the property?

The appraisal done by Jay Rife Appraisal Company stated the property was estimated at \$54,000, he stated.

Several board members stated the property wasn't needed at this time.

No action taken.

**IN RE: GENERAL DISCUSSION REGARDING THE PROPOSED NEW  
GOVERNMENT CENTER AT WATKINS BRANCH**

L. Lee Moise, County Attorney stated since the board has decided to construct a new government center at Watkins Branch, there will be two (2) pieces of property that will need to be acquired. One (1) is owned by the Town of Grundy and a small adjacent portion of property needed for parking owned by a private landowner. We can move forward with the acquisition of these property's, he stated.

I understand the town is willing to donate the property owned by them, but the other portion will need to be surveyed and appraised, stated Mr. Moise.

Several board members agreed to move forward with acquiring these two (2) parcels of property.

**IN RE: CONSIDER APPROVE TO REQUEST TERRA TECH ENGINEERING  
SERVICES AND SKANSKA USA BUILDING INC. TO FINISH THE  
DESIGN FOR MODIFYING THE IDA BUILDING ON SLATE CREEK  
FOR A TEMPORARY RELOCATION OF THE COURTHOUSE  
PERSONNEL**

L. Lee Moise, County Attorney stated by the end of the year the personnel in the courthouse will need to be relocated regarding the courthouse renovation project. It will be necessary for Terra Tech Engineering Services and Skanska USA Building, Inc. to finish the design for modifying the IDA building on Slate Creek for a temporary re-location .

Robert C. Horn, County Administrator stated there's money in the budget for the courthouse renovation project to pay for the renovations on the IDA building on Slate Creek. The courthouse personnel will move to the IDA building and once the renovations to the

courthouse are finished and the new government center is built the employees will move to these locations.

Craig Stiltner, Rocklick District Supervisor asked if there was money in the budget to acquire the property needed for the new government center.

Mr. Horn stated yes. There is only a small portion needed on the upper end of where the new government center will be located, which will need to be purchased.

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of five (5) yeas, Craig Stiltner, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham, one (1) nay, William P. Harris and one (1) absent, Trey Adkins, this board did hereby approve to request Terra Tech Engineering Services and Skanska USA Building Inc. to finish the design for modifying the IDA Building on Slate Creek for a temporary relocation of the Courthouse personnel during the construction phases of the Courthouse Renovation and the new Government Center at Watkins Branch; and prepare an IFB for the work necessary for the modifications of the IDA building on Slate Creek (the Optometry School space). Terra Tech and Skanska are directed to consider what work can be done by County employees; and what materials can be separately procured and provided by the County in effort to keep the costs of modifying the IDA building to a minimum.

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**IN RE: ADJOURNMENT**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with a roll call vote of six (6) yeas, Craig Stiltner, Harold H. Fuller, Earl Scott, William P. Harris, J. Carroll Branham, G. Roger Rife, zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve to adjourn.

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

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Robert Craig Horn, County Administrator