

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on Monday the 17th day of July, 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

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

ABSENT: Craig Stiltner

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

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IN RE: CONSIDER CANCELING THE PUBLIC HEARING REGARDING THE BARKING OR HOWLING DOG ORDINANCE AND REPEAL THE EMERGENCY ORDINANCE

Trey Adkins, Knox District Supervisor stated we have, clearly a room full of dog lovers. Nobody here loves their dog any more than I do, he stated. They might love it as much, but no more. This issue has been going on for over six (6) years, stated Mr. Adkins.

I don't think there's a supervisor here that wants to see anybody's dog taken from them and be moved out of the county or anything else, he commented. Clearly, this issue has gotten way out of hand, stated Mr. Adkins.

G. Roger Rife, South Grundy District Supervisor stated we need something, but this isn't it.

Mr. Adkins made a motion to cancel the public hearing regarding the barking or howling dog ordinance at 10:45 a.m. today and to repeal the emergency ordinance regarding Barking and/or Howling Dogs, effectively immediately. His motion was seconded by Harold H. Fuller and with the following roll call vote of six (6) yeas, Harold H. Fuller, William P. Harris, Earl Scott, Trey Adkins, G. Roger Rife, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby agree to cancel the public hearing regarding the barking or howling dog ordinance at 10:45 a.m. today and to repeal the emergency ordinance regarding Barking and/or Howling Dogs.

IN RE: CONSIDER APPROVING MINUTES FOR JUNE 15th, 2017

After a general discussion by the board upon motion by Earl Scott seconded by Harold H. Fuller and with a roll call vote of six (6) yeas, William P. Harris, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, Trey Adkins, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve the minutes for June 15th, 2017.

IN RE: CRISTY ESTEP WITH GRUNDY GLADIATORS – TO REQUEST A CONTRIBUTION

Cristy Estep with Grundy Gladiators requested a contribution in the amount of \$6,000 to assist the basketball team to travel to Lynchburg, Virginia for the Virginia Commonwealth games on July 21st through 23rd, 2017. She stated Grundy Gladiators is a 501(c)(3) non-profit organization. We are needing \$1,800 toward the Virginia Commonwealth games and the rest to assist the team until June 30th, 2018.

The team has raised \$4,200 by having several different fundraising events, stated Ms. Estep.

G. Roger Rife, South Grundy District Supervisor stated it's easy to come to this board to get money. There's going to have to be a stop to giving every time someone asks. We need to tighten our rope and quit doing some of these things we've done in the past, he stated.

After a general discussion by the board upon motion by Harold H. Fuller with no second to his motion, Mr. Fuller requested a roll call vote as follows five (5) yeas, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, Trey Adkins, one (1) nay, William P. Harris and one (1) absent, Craig Stiltner, this board did hereby approve a contribution and to issue a check in the amount of \$6,000.00 to Grundy Gladiators to be divided equally among the seven (7) district park and recreation or park and development accounts.

IN RE: ROBERT RIFE WITH BOYS AND GIRLS CLUB OF CENTRAL APPALACHIA, INC.

Robert Rife with the Boys and Girls Club of Central Appalachia (BGCCA), Inc. requested a contribution in the amount of \$17,000. He stated we requested \$25,000, but it was cut to \$8,000 and I'm here to request the additional \$17,000, which will be used as matching funds for other grants.

The BGCCA was established ten (10) years ago and since then BGCCA is in all five (5) elementary/middle schools in the county, as well as the Buchanan County Technology and Career Center, stated Mr. Rife.

This is an investment in the children in our county, he stated. We currently serve 758 boys and girls in all five (5) elementary/middle schools in the county, as well as the Buchanan County Technology and Career Center.

BGCCA introduced the S.T.E.M. programming program, computer coding and programming and have four (4) to eight (8) LEGO robots to all five elementary/middle schools in the county. BGCCA has assisted in regaining and maintaining accreditation of several of the schools in the county with the Power Hour and SOL preparation and remediation program. Also, this program is at no cost to the parents.

Mr. Rife stated most of our funding comes from outside resources.

G. Roger Rife, South Grundy District Supervisor stated we need to start decreasing instead of increasing our budget. We put funding in our park and recreation for things like this. I know everyone has a good request when they come to the board, but we've got to stop somewhere. If we keep this up, we'll have to raise taxes, he stated.

After a general discussion by the board upon motion by Trey Adkins seconded Harold H. Fuller and a roll call vote of six (6) yeas, William P. Harris, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, Trey Adkins and one (1) absent, Craig Stiltner, this board did hereby approve an additional budget appropriation in the amount of \$17,000 to the Boys and Girls Club of Central Appalachia, Inc. account number 81130-5605 and to issue a check in this amount to the club.

Frankie Smith, resident stated this program serves 758 students in the county. This is an investment for the children. This program reaches a number of students and you just gave \$6,000 to seven (7) or eight (8) girls for basketball.

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**IN RE: JEFF BUCHANAN, VIRGINIA DEPARTMENT OF
TRANSPORTATION REPRESENTATIVE**

Jeff Buchanan, Virginia Department of Transportation Representative stated I have three (3) resolutions that needs to be approved by the board regarding the Route 83, Lovers Gap Road project; Route 744, Southern Gap Road project and US 460 Connector Phase 1 project.

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

Craig Stiltner, this board did hereby adopt the following Resolution and form AM-4.3 regarding Rt. 83, Lovers Gap Road:

The Board of Supervisors of Buchanan County, in regular meeting on the 17th day of July, 2017, adopted the following:

RESOLUTION

WHEREAS, the Virginia Department of Transportation has constructed Route 83 on a new alignment under Project 0083-013-113, C501 (UPC 76507), 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

WHEREAS, the portion of old road identified to be discontinued is deemed by the Virginia Department of Transportation to no longer provide a public convenience sufficient to warrant maintenance at public expense as a part of the secondary system of state highways,

NOW, THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to add segment(s) G-D, D-H, and E-J 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 FURTHER RESOLVED, this Board concurs with the Commonwealth Transportation Board's discontinuance of segment(s) I-F as a part of the secondary system of state highways, pursuant to §33.2-908 of the Code of Virginia, and

BE IT FURTHER RESOLVED, this Board requests that segment(s) C-G and H-I be transferred from the primary system of state highways to the secondary system of state highways and accordingly renumbered as part of the secondary system of state highways, 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: Harold H. Fuller
Yeas: Six
Nays: Zero

A Copy Teste:

Robert C. Horn, County Administrator

Upon motion by Harold H. Fuller seconded by Trey Adkins and with a roll call vote of six (6) yeas, Harold H. Fuller, William P. Harris, Trey Adkins, Earl Scott, G. Roger Rife, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby adopt the following Resolution and form AM-4.3 regarding Rt. 744, Southern Gap Road:

The Board of Supervisors of Buchanan County, in regular meeting on the 17th day of July, 2017, adopted the following:

RESOLUTION

WHEREAS, Buchanan County has constructed Route 744 on a new alignment under Locally Administered Project 0744-013-873, C501 (UPC 102692), 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) C-D, D-E, E-B, and D-H 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) A-B and G-H 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: Harold H. Fuller
Seconded By: Trey Adkins
Yeas: Six
Nays: Zero

A Copy Teste:

Robert C. Horn, County Administrator

Upon motion by Harold H. Fuller seconded by Earl Scott and with a roll call vote of six (6) yeas, Earl Scott, Harold H. Fuller, Trey Adkins, J. Carroll Branham, G. Roger Rife, William P. Harris, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby adopt the following Resolution and form AM-4.3 regarding the US 460 Connector Phase 1 project:

PROJECT 0460-013-773, C501, B628, B629, B630

The Board of Supervisors of Buchanan County, in regular meeting on the 17th day of July, 2017, adopted the following:

RESOLUTION

WHEREAS, the Virginia Department of Transportation has constructed the US 460 Connector-Phase I on a new alignment under Project 0460-013-773, C501, B628, B629, B630 (UPC 85914); 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) L-V2 and M-N 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) E-L 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 FURTHER RESOLVED, this Board concurs with the Commonwealth Transportation Board's transfer of segment(s) O-P and P-Q from the Primary System of State Highways to the Secondary System of State Highways, and requests that said segment(s) be accordingly renumbered as part of the secondary system of state highways, pursuant to §33.2-315 of the Code of Virginia; and

BE IT FURTHER RESOLVED, this Board requests that segment(s) L-M be accordingly renumbered as part of the secondary system of state highways; 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: Harold H. Fuller

Seconded By: Earl Scott

Yeas: Six

Nays: Zero

A Copy Teste:

Robert C. Horn, County Administrator

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IN RE: DANNY TILLER, RESIDENT – DISCUSS CELL PHONE TOWERS

Danny Tiller, resident stated I have land on top of John Davis Hollow, which I had signed an agreement with Beacon Towers to put the cell phone tower there. Instead, Beacon Towers constructed the cell phone tower at Oakwood not far from the Appalachian College of Pharmacy. Every month they would contact me and state that as soon as the weather breaks, we'll start the project.

My eight (8) year old grandson asked me who would come up with the idea of sitting a cell tower down in a bottom when we had a mountain already ready, stated Mr. Tiller. My attorney has sent two (2) letters to Beacon Towers already regarding this issue.

J. Carroll Branham, Chairman stated Cumberland Plateau Planning District handled this and we are well aware of what you're talking about.

That cell phone tower at Oakwood only reaches out about one (1) mile, he stated. This effects every person in this room that has a cell phone and we still don't have cell phone service in the Oakwood area, stated Mr. Tiller.

Trey Adkins, Knox District Supervisor stated I support a cell phone tower at Shortt Gap because if I've got a job at Richlands it's inconvenient to go from point A to point B without cell service. I don't see how the county's going to enforce a contract with a private company and a private individual, he stated.

Mr. Branham stated money from Virginia Coalfield Economic Development Authority was used for the project.

Mr. Tiller stated you have to get a permit to fish, this company should have a permit to operate in the State of Virginia. I want my land back now from Beacon Towers, he stated.

After a general discussion by the board, no action was taken.

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IN RE: JOHN F. SMITH, RESIDENT

John F. Smith, resident in the Knox District stated the speed limit changes six (6) times in 6.35 miles from the top of Home Creek Mountain to Verner Blankenship Park. Starting on Home Creek Mountain (Lester's Fork Road) State Route 650 2.8 miles to bridge at Wolf Pen is 40 mph. Bridge at Wolf Pen to Vernon Estep's house is 0.9 miles is 25 mph. Vernor Estep's house to bridge at Old Lester's Fork Road is 0.8 miles is 40 mph. Bridge at Old Lester's Fork Road to the bridge at Junction Road is 0.15 miles is 25mph. Bridge at Junction Road to Verner Blankenship Park in Hurley is 1.6 miles at 35 mph and from Verner Blankenship Park to the stop sign in Hurley .01 miles speed limit is 25 mph.

There are no schools in this area and no businesses until you get to the stop sign at Hurley, he stated. The Virginia State Police radar this area. We are punishing the residents in our area, stated Mr. Smith. I heard there was 31 speeding tickets given in this area in two (2) days. I know this board has nothing to do with this, stated Mr. Smith.

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with a roll call vote of six (6) yeas, Trey Adkins, Harold H. Fuller, G. Roger Rife, Earl Rife, William P. Harris, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to request the Virginia Department of Transportation to conduct a speed/traffic study from the top of Home Creek Mountain to the middle of Hurley, Virginia.

IN RE: JUDY OWENS, RESIDENT – DISCUSS BRIDGE TO RASNAKE CEMETERY LOCATED AT BEE, VIRGINIA

Judy Owens, resident requested assistance with a bridge to Rasnake Cemetery located at Bee, Virginia. She stated the bridge was built in the late 50's and is in bad condition and isn't safe to drive over.

There are 11 graves in the cemetery with two (2) of these veterans, she stated.

L. Lee Moise, County Attorney the county can only make a road accessible for traffic on private cemetery road leading to a private cemetery with 10 or more graves according to Virginia Code Section, which applies only to Buchanan County. In regard to a bridge that is part of a cemetery road, it could be construed different ways in regard to whether maintenance work on the bridge would be justified under the special legislation. It would depend on the circumstances. No action was taken.

IN RE: PUBLIC HEARING – 10:30 A.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED ADOPTION OF AN ORDINANCE ENTITLED: “SECTION 25.1.1, SETBACK REQUIREMENTS FROM PUBLIC ROADWAY PURSUANT TO VIRGINIA CODE SECTION 15.2-2279”

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

L. Lee Moise, County Attorney stated the proposed ordinance on the agenda has propose that violations of the ordinance to be a Class 1 misdemeanor with a penalty of up to 12 months in jail and/or up to a fine of \$2,500 or any combination thereof. I suggest that it be changed to a Class 3 misdemeanor if approved.

Trey Adkins, Knox District Supervisor stated any structures currently that is within the 15 feet of any public roadway would be grandfathered in and not subject to the proposed ordinance.

A resident asked what if there's a creek between you and the roadway? When they take a 15-foot piece of road front property, then their property taxes should be lowered because they don't have control or use of their land as they see fit. Also, this is property that the resident has bought and paid for.

Mr. Adkins commented being a contractor, I've been in three (3) different states and there's setback ordinances in every inch of property outside of this county.

Bobby May, resident in the Knox District stated this board needs to realize regardless of whatever any other county in the worlds has, that don't mean it's good or it's right for

Buchanan County. Some people has trailers on little spots and the 15 feet means a whole lot to them.

Mr. Adkins stated we've had a situation now and it's not in my district, but it's causing a problem with snow trucks going up the hollow.

One resident stated there's junk yards, coal truck repair shops that's within the 15 feet of a public roadway and the land doesn't even belong to them.

Mr. Adkins stated that's a separate issue.

Linda Stiltner, resident stated if everyone that's within the 15 feet of any public roadway is grandfathered in, then this isn't going to correct the issue.

One resident stated if anyone that's driving and needs more than 15 feet, then they shouldn't be driving.

The Virginia Department of Transportation (VDOT) has 15 feet from the centerline of the roadway now, stated a resident. What this board is proposing today, will hurt a lot of people.

Earl Cole with The Voice stated where I have my radio station now on U.S. 460 at Oakwood now, VDOT told my son a few years ago when he had a trailer there that he couldn't build a porch on his trailer because of state right-of-way. Why make it harder for people to come into the county, instead of making it easier, he stated. Someone should pay for the 15 feet.

Mr. Adkins stated the 15 feet is from the end of the road's pavement to the adjacent private property.

John F. Smith, resident in the Knox District stated I know this is a safety issue, then why does VDOT say they can't install a guardrail because there's not enough land.

Todd Van Meter, resident suggested adding additional language to the proposed ordinance in case there's need for an appeal. There has to be some kind of language in the proposed ordinance to allow a resident to appeal the issue.

Also, this is technically a zoning ordinance, stated Mr. Van Meter. Whether, you want to call it that or not. Before, this proposed ordinance is adopted, there's several concerns that needs to be addressed.

Mr. May stated Buchanan County has a planning commission and let them work on the proposed ordinance.

L. Lee Moise, County Attorney stated this issue probably needs to have some more study.

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

**IN RE: CONSIDER ADOPTING THE PROPOSED ORDINANCE ENTITLED:
 “SECTION 25.1.1, SETBACK REQUIREMENTS FROM PUBLIC
 ROADWAY PURSUANT TO VIRGINIA CODE SECTION 15.2-2279”**

This issue was tabled, no action taken.

**IN RE: DAVID ROSE, SENIOR VICE-PRESIDENT & CO-MANAGER OF
 PUBLIC FINANCE FOR DAVENPORT & COMPANY**

David Rose, Senior Vice-President & Co-Manager of Public Finance for Davenport & Company stated as financial advisor to the county, Davenport has been tasked with developing financing strategies for potential county projects totaling up to \$21 million. We don't recommend the amount of money or the size of the project, he stated. No one wants to see taxes go up.

Everything we look at is based upon the county's current tax revenue, he stated. We've analyzed the county's existing debt and developed an analysis in order to assist the county in evaluating the affordability of the identified projects.

The county's existing annual debt payments are \$1.6 million for fiscal year 2018 and will decline over the next several years, stated Mr. Rose. In 2022, the annual debt payment will down over half. Why this is important, we don't want to go above \$1.6 million of debt services and add to any burden to the county, he stated.

The county could potentially use a combination of half (\$5 million) available county cash and new debt to afford new projects totaling up to \$21 million and remain at or below \$1.6 million in annual debt payments, stated Mr. Rose. Also, the county could potentially use a combination of all (\$10 million) available county cash and new debt to afford new projects totaling up to \$21 million and remain at or below \$1.6 million in annual debt payments.

If the county envisions future projects and paying for a project down the road, then it would be more important for the board to consider which scenario, he stated.

At the August 7th, 2017 board meeting, I'll update the board regarding conversations held with potential funding providers, stated Mr. Rose. Also, we'll recommend on how best to proceed.

In the fall of 2017, the county will need to obtain up to \$3.5 million in funding for architectural, design and engineering costs associated with the courthouse addition/renovation and the new government center and/or for construction costs for the initial projects, stated Mr. Rose.

Robert C. Horn, County Administrator stated the county may have to provide funding for the Buchanan County Public Service Authority (PSA) for sewer plants.

This is something we may want to look at, stated Mr. Rose.

Trey Adkins, Knox District Supervisor stated the PSA will need sewer plants and sewer lines. Both are needing work.

G. Roger Rife, South Grundy District Supervisor stated if the county borrows this money, then we'll be responsible to pay back and if the PSA can't pay, we'll have to help the PSA.

The county has been helping the PSA for many years, stated Mr. Rose. We can take a look at the PSA for funding in the future and report back to the PSA and board of supervisors.

If we borrow \$21 million and the county's debt services is \$16 million then the county will have \$37 million in debt services, stated Mr. Rife.

We are not asking today for the board to make any decision, stated Mr. Rose.

We'll either be raising taxes or raising rates if revenue starts going down, commented Mr. Rife.

L. Lee Moise, County Attorney suggested that Davenport & Company review the PSA's cash flow and revenue, providing the PSA will cooperate and provide them with this information.

John F. Smith, resident asked if \$17.5 million that's proposed includes engineering and design?

Curtis Elswick, Senior Vice President/Regional Executive Skanska USA Building Inc. stated yes.

After a general discussion by the board, no action was taken.

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

Upon a motion by Trey Adkins seconded by William P. Harris and with a roll call vote of six (6) yeas, William P. Harris, Trey Adkins, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott, zero (0) nays and one (1) absent, Craig Stiltner, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711 (A)(3), a matter involving the acquisition of property for public purposes; Virginia Code Section, 2.2-3711 (A)(3), a matter involving the acquisition of property for public purposes at Bill Young Mountain; Virginia Code Section, 2.2-3711 (A)(7) consultation with legal counsel regarding the Town of Grundy vs. Buchanan County Public Service Authority and Board of

Supervisors and Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding a letter from the State Corp. Commission regarding E-911.

Motion was made by Harold H. Fuller to return from closed session seconded by Earl Scott and with a roll call vote of six (6) yeas, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins, zero (0) nays and one (1) absent, Craig Stiltner.

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

A motion by William P. Harris seconded by Harold H. Fuller, 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 Special Conservator of the Peace for the Jewell Valley ATV Trail; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding an update on the Jewell Smokeless case; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding district accounts and Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the cell phone tower issue with Danny Tiller.

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

The motion was agreed upon by the following roll call vote of six (6) yeas, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins, zero (0) nays and one (1) absent, Craig Stiltner.

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IN RE: CONSIDER APPROVING THE SIGNING OF THE INTERIM AGREEMENT BETWEEN BUCHANAN COUNTY AND J. A. STREET & ASSOCIATES ON OR AFTER JULY 17TH, 2017 AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SAID INTERIM AGREEMENT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

Curtis Elswick, Senior Vice President/Regional Executive Skanska USA Building Inc. stated the Interim Agreement between Buchanan County and J. A. Street & Associates is for the design and construction of the courthouse. At the end of the year, J. A. Street will provide a cost for this project. The contract amount is \$661,478.

Upon motion by Trey Adkins seconded William P. Harris and a roll call vote of six (6) yeas, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve the signing of the following Interim Agreement between Buchanan County and J. A. Street & Associates on or after July 17th, 2017 and authorize the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute said Interim Agreement on behalf of Buchanan County with the approval as to form by the County Attorney:

INTERIM AGREEMENT

This Interim Agreement, made this 17th day of July, 2017, by Buchanan County, Virginia (a political subdivision) of P.O. Box 950, 1012 Walnut Street, Grundy, VA 24614 (hereinafter called the "Owner"), and J.A. Street & Associates of 245 Birch Street, P.O. Box 725, Blountville, TN 37617 (hereinafter called the "Design-Builder"). The term Design-Builder shall be synonymous with Private Entity or PPEA Firm or Contractor.

WITNESSETH that the parties hereto agree as follows:

(A) THE DESIGN-BUILD DOCUMENTS

This Interim Agreement consists of this agreement between Owner and Design-Builder (hereinafter, the "Agreement") and its attached Exhibits; Terms and Conditions included herein; the Project Criteria, including changes to the Project Criteria proposed by the Design-Builder and accepted by the Owner, if any; the Design-Builder's Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. The Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria

The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a Modification. A Modification is a written amendment to the Agreement signed by both parties.

(B) SERVICES TO BE PERFORMED

The Design-Builder will perform the following services:

Design of an approximately 15,000 SF addition to the existing Buchanan County Courthouse and renovations of approximately 36,159 SF of renovations to the existing Buchanan County Courthouse along with associated parking and site improvements. Services shall also consist of design-build project management services including, but not limited to, those required to coordinate the efforts of the design-build team; coordination of the work involved with hazardous materials abatement and demolition of the Old Judge Williams building located adjacent to the existing courthouse to be performed by separate general contractors; budgeting and cost estimating involved with development of a Guaranteed Maximum Price (GMP), and scheduling. Design-Builder will commence work by July 17, 2017 and services

will conclude with completion 100% design documents or written notice of termination of this Agreement by Owner consistent with section 2.2 of the Terms and Conditions, whichever occurs first. No construction services are included within the scope of this contract.

(C) PAYMENT FOR SERVICES

The Owner will make payments as follows:

Services noted above shall be provided for a **Not-to-Exceed (NTE) Budget of Six Hundred Sixty-One Thousand Four Hundred Seventy-Eight and 00/100 dollars (\$661,478.00)**.

For NTE Budget for services provided under this Interim Agreement is as follows:

65% Design Phase:	\$ 77,037 (Fixed Fee)
95% Design Phase:	\$192,593 (Fixed Fee)
100% Design Phase:	\$308,148 (Fixed Fee)
Design-Build Preconstruction Services:	\$ 42,700 (Reimbursable)
Owner Printing Allowance:	\$ 2,000 (Reimbursable)
Design-Build Fee:	<u>\$ 39,000 (Fixed)</u>
Total:	\$661,478

Design-Build Preconstruction Services shall include costs for all required insurances.

FIXED FEES

The Owner shall pay Fixed Fees, which consist of the architecture and engineering fees, design-build project management expenses, and Design-Builder’s Fee for this phase of the project. The Design-Build Fixed Fee is intended to compensate the Design-Builder for home office support, overhead costs, and profit. The Fixed Fees will not vary with either the estimated cost or actual cost of construction of the Project.

- a. A-E Services for Design Phase Services: This component of the Fixed Fees covers the design and preparation of Construction Documents and review and approval of any early submittals and shop drawings that may be submitted prior to execution of any forthcoming Comprehensive Agreement for construction phase services. The A-E will provide coordination with all jurisdictions, authorities, planning and zoning, and building officials to obtain all necessary input, approvals and permits.
- b. Contractor Fee during pre-construction: This component of the Fixed Fees covers all pre-construction services, including design reviews, cost estimates, preparation of a GMP, home office support (including project manager, project engineer, estimator, and purchasing agent) and overhead costs.

REIMBURSABLE COSTS

The Owner will reimburse the Design-Builder for all the following costs:

1. Design-Builder labor costs for personnel providing services prior to construction. Labor costs include hourly rates with all fringe benefits and taxes required by law and applicable contracts in force between the Design-Builder and its employees or its standard benefits package.
2. Subcontractor costs for preparation of required submittals and shop drawings, but not for construction services.

3. Other Project-related direct costs that shall be reimbursed include, but are not limited to, the following: Contractor direct expenses, insurance (including project specific insurance riders of any type and accounting (project related), taxes, safety, and any expenses approved by Owner in writing prior to being incurred.
4. Reimbursable Costs shall be documented with vendor's invoices to Design-Builder and other similar documentation. Reimbursable expenses shall not be marked-up by Design-Builder.

Owner will not reimburse Design-Builder for the following costs:

- Costs not associated with personnel assigned to the Project are considered to be indirect costs that are included as part of the Fixed Fees and are not Reimbursable Costs. Examples of indirect costs that are not Reimbursable Costs include, but are not limited to: bonuses to senior executives, travel by company executives or officers, and personnel whose services and/or responsibilities include multiple projects, e.g., accounting, home office estimating, and purchasing personnel; provided, however, that costs for such personnel on multiple projects may be reimbursed if the Design-Builder requires each of such personnel to maintain accurate timesheets of any time applicable to the Project, if such time allocated to the Project is reasonable, and if the Design-Builder makes such timesheets available to the Owner at any time and from time to time as requested by the Owner.
- Public relations and advertising, bad debts, contributions and donations, dividends or payments of profits, entertainment, fines or penalties, life insurance for officers, partners, or proprietors, interest on loans, lobbying, losses on other contracts, income taxes, proposal preparation costs except for proposals arising from change requests or direction from the Owner or Owner's Representative, and legal costs involving disputes with the Owner.

ALLOWANCES

An Allowance has been established for printing of copies of sets of design documents for owner review. The Design-Builder will be responsible for managing the allowance to ensure the amount of the allowance is not exceeded without prior approval of the Owner.

Partial payments in the amount of 100% of the value of the services rendered will be made in monthly installments. The value of the services rendered shall be as estimated by the Design-Builder and approved by the Owner prior to payment. Upon acceptance by the Owner of all services required hereunder, and compliance by the Design-Builder with all terms and conditions of this contract, the amount due the Design-Builder will be paid. Payment will be made based on services rendered. No retainage will be withheld.

Provided that an Application for Payment, in the format approved by Owner, is received not later than the 25th day of month, the Owner shall make payment to the Design-Builder not later than the 25th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located, unless waived by both Parties.

(D) SCHEDULE AND DELIVERABLES

The Design-Builder shall reach the following milestones, unless otherwise approved in writing by the Owner, and comply with the Project Milestone Schedule included within the Design-Builder's Detailed Stage Proposal Presentation dated May 25, 2017.

September 1, 2017:	Submission of Design Development Documents
September 15, 2017:	Submission of Design Development Cost Estimate
November 1, 2017:	Submission of GMP Design Package
December 1, 2017:	Execution of Comprehensive Agreement
January 2018:	Construction Commences
By Summer 2019:	Substantial Completion

(E) DISPUTE RESOLUTION

If the parties cannot resolve any dispute through good-faith negotiations, the method of binding dispute resolution shall be the following:

- Arbitration pursuant to American Arbitration Association procedures
- Litigation in a court of competent jurisdiction
- Other (Specify)

This Agreement shall be construed and governed by the applicable laws of the Commonwealth of Virginia. Any disputes arising hereunder, resulting in litigation, shall be resolved by bench trial in the Circuit Court for Buchanan County, Virginia.

(F) MISCELLANEOUS

The Owner's Designated Representative/Project Manager:

Curtis Elswick
Sr. Vice President
Skanska USA Building Inc.
4309 Emperor Blvd., Suite 200
Durham, NC 27703
Mobile: 540-423-2860
curtis.elswick@skanska.com

Design-Builder's Designated Representative:

Jim Street
CEO
J.A. Street & Associates
245 Birch Street
P.O. Box 725
Blountville, TN 37617
Direct: 423-323-8017
Mobile: 423-418-2760
jastreet@jastreet.com

The Design-Builder's Designated Representative identified above shall be authorized to act on the Design-Builder's behalf with respect to the Project. Neither the Owner's nor the

Design-Builder's Designated Representative shall be changed without ten days written notice to the other party.

The Architect, other design professionals and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:

Architect/Engineer of Record:

Silling Associates, Inc.
405 Capital Street
Upper Atrium
Charleston, WV 25301
Contact: Tom Potts (license number: 0401012301)

Mechanical/Electrical/Plumbing Engineer:

HF Lenz Company (license number: 0407004860)

Structural Engineer:

SMBH, Inc. (license number: 0407006369)

Civil Engineer:

Terra Tech Engineering (license number: 0405001056)

(G) EXHIBITS

Exhibit A, J.A. Street & Associates PPEA Detailed Phase Proposal dated May 12, 2017
(*attached by reference*)

Exhibit B, Clarifications and Additional Information dated May 30, 2017

Exhibit C, Detailed Stage Proposal Presentation dated May 25, 2017

Exhibit D, Design Standards and Processes dated May 2017

Exhibit E, J.A. Street & Associates PPEA Conceptual Phase Proposal dated January 12, 2017
(*attached by reference*)

Exhibit F, Request for Proposals dated November 21, 2016 (*attached by reference*)

Exhibit G, Virginia Courthouse Facility Guidelines latest edition as of date of this Agreement
(*attached by reference*)

Exhibit H, Guidelines for Implementation of the Public-Private Education Facilities & Infrastructure Act of 2002 adopted by the County of Buchanan, Virginia on October 3, 2016, as amended (*attached by reference*)

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

Design-Builder:

(Signature) (Date)

Printed Name: _____

Its: _____

Owner:

(Signature) (Date)

Printed Name: _____

Its: _____

BUCHANAN COUNTY, VIRGINIA

By: _____

J. Carroll Branham, Chairman
Buchanan County Board of Supervisors

Attest: _____

Robert C. Horn, County Administrator

APPROVED AS TO FORM:

Lawrence Lee Moise, County Attorney

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE DESIGN-BUILD DOCUMENTS

The Design-Build Documents are identified in Section (A) of the Agreement.

1.1.2 PROJECT CRITERIA

The Project Criteria are identified in Exhibit G and further defined in Exhibit A, Exhibit B, and Exhibit C attached to the Agreement and may describe the character, scope, relationships, forms, size and appearance of the Project, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts.

1.1.3 ARCHITECT

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and having a direct contract with the Design-Builder to perform design services for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. The term “Architect” means the Architect or the Architect’s authorized representative.

1.1.4 THE WORK

The term “Work” means the design and services required to complete the design documents, whether completed or partially completed, and may include review and approval of any submittals or shop drawings. The “Work” as it pertains to this Agreement shall mean design and design-build project management/project coordination services only, not actual construction work.

1.2 COMPLIANCE WITH APPLICABLE LAWS

1.2.1 If the Design-Builder believes that implementation of any instruction received from the Owner would cause a violation of any applicable law, statute, ordinance, building code, rule or regulation, the Design-Builder shall notify the Owner in writing. Neither the Design-Builder nor any Contractor or Architect shall be obligated to perform any act which they believe will violate any applicable law, ordinance, rule or regulation.

1.2.2 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information contained in the Project Criteria, but not that such information complies with applicable laws, regulations and codes, which shall be the obligation of the Design-Builder to determine. In the event that a specific requirement of the Project Criteria conflicts with applicable laws, regulations and codes, the Design-Builder shall furnish Work which complies with such laws, regulations and codes. In such case, the Owner shall issue a Change Order to the Design-Builder unless the Design-Builder recognized such non-compliance prior to execution of this Agreement and failed to notify the Owner.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these Terms and Conditions include those which are (1) specifically defined or (2) the titles of numbered articles and identified references to sections in the document.

1.4 INTERPRETATION

1.4.1 In the interest of brevity, the Design-Build Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.4.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

1.5 EXECUTION OF THE DESIGN-BUILD DOCUMENTS

1.5.1 The Design-Build Documents shall be signed by the Owner and Design-Builder.

1.5.2 Execution of the Design-Build Contract by the Design-Builder is a representation that the Design-Builder has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Design-Build Documents.

1.6 OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

1.6.1 Drawings, specifications, and other documents including those in electronic form, prepared by the Architect and furnished by the Design-Builder shall, upon payment for the associated services become the sole and exclusive property of Owner. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to this Project by the Owner.

1.6.2 If this Agreement is terminated for any reason, upon payment for services rendered, each of the Design-Builder's design professionals, including the Architect, shall be contractually required to convey to the Owner a non-exclusive license to use that design professional's design documents for the completion and use of the Project.

1.7 INDEMNIFICATION

1.7.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described within herein.

1.7.2 In claims against any person or entity indemnified under this section of the Agreement by an employee of the Design-Builder, Architect, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design-Builder, the Architect under workers' compensation acts, disability benefit acts or other employee benefit acts.

1.8 Claims for Consequential Damages. Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to the Agreement. This mutual waiver includes:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this section shall be deemed to

preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Design-Build Documents.

1.9 INSURANCE

The Design-Builder shall purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, the Design-Builder's execution of the work, whether such execution be by the Design-Builder, any Subconsultant or Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The insurance shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation:

- (a) State: Statutory
- (b) Applicable Federal Statutory (e.g. Longshoremen's)
- (c) Employer's Liability: \$ 1,000,000 per Accident
\$ 1,000,000 Disease, Policy Limit
\$ 1,000,000 Disease, Each Employee

2. Comprehensive or Commercial General Liability (Including Premises-Operations; Independent Design/Builders' Protective; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury: \$ 1,000,000 Each Occurrence
\$ 2,000,000 Aggregate
- (b) Property Damage \$ 1,000,000 Each Occurrence
\$ 2,000,000 Aggregate
- (c) Products and Completed Operations to be maintained for years after final payment: \$ 2,000,000 Aggregate
- (d) Property Damaged Liability Insurance shall provide X, C and U coverage.
- (e) Broad Form Property Damage Coverage shall include Completed Operations.

3. Contractual Liability:

- (a) Bodily Injury \$ 1,000,000 Each Occurrence
\$ 2,000,000 Aggregate
- (b) Property Damage \$ 1,000,000 Each Occurrence
\$ 2,000,000 Aggregate

4. Personal Injury, with Employment Exclusion deleted: \$ 1,000,000 Aggregate

5. Business Auto Liability (including owned, non-owned and hired vehicles):

- (a) Bodily Injury \$ Each Person
- (b) Property Damage \$ Each Occurrence
- (c) Combined Single Limit \$ 1,000,000 Combined Single Limit

2.3.2 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or a Contractor or their agents or employees or any other persons performing portions of the Work under a direct or indirect contract with the Design-Builder because the Owner has persistently failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Design-Build Contract and recover from the Owner as provided herein.

2.4 TERMINATION BY THE OWNER FOR CAUSE

2.4.1 The Owner may terminate the Design-Build Contract if the Design-Builder:

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Contractors for services, materials or labor in accordance with the respective agreements between the Design-Builder and the Architect and Contractors;
3. persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
4. otherwise is guilty of substantial breach of a provision of the Design-Build Documents.

2.4.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
2. accept assignment of contracts; and
3. finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

2.4.3 When the Owner terminates the Design-Build Contract for one of the reasons stated above, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

2.4.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner.

2.5 SUSPENSION BY THE OWNER FOR CONVENIENCE

2.5.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

2.5.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described herein. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or

2. that an equitable adjustment is made or denied under another provision of the Design-Build Contract.

2.6 TERMINATION BY THE OWNER FOR CONVENIENCE

2.6.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

2.6.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall:

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing contracts and purchase orders and enter into no further contracts and purchase orders.

2.6.3 In the event of termination for the Owner's convenience prior to commencement of construction, the Design-Builder shall be entitled to receive payment for design services performed, costs incurred by reason of such termination and reasonable overhead and profit on design services not completed. In case of termination for the Owner's convenience after commencement of construction, the Design-Builder shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

3.0 STANDARD CONTRACT PROVISIONS OF BUCHANAN COUNTY, VIRGINIA

3.1 During the performance of this Agreement, the contractor agrees as follows:

A. i. The Contractor 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 Contractor. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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 contractor 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 Contractor will:

- i. Provide a drug-free workplace for the Contractor'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 Contractor'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 Contractor that the Contractor 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 contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

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

- 3.2** No extra compensation not specified in this Agreement shall be demanded or received by the Contractor for any changes or alterations in the work performed under this Agreement, or for any extra work unless the provisions of this Agreement have been complied with strictly and the modification of the contract is in compliance with the provisions of Va. Code section 2.2-4309.
- 3.3** Board of Supervisors may cancel this Agreement at any time based upon a decision by Board of Supervisors that such cancellation is in the best interest of Board of Supervisors. Any such decision shall be a discretionary decision of Board of Supervisors. In the event of a cancellation pursuant to this paragraph, then Board of Supervisors shall not be liable to the Contractor for his bidding cost or for an amount other than the fair market value of the work completed by the Contractor pursuant to this Contract as of the time of the cancellation.
- 3.3** 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. In the event that there is a legal dispute between the parties that is judicially resolved in favor of the Board of Supervisors, then the Contractor shall be responsible for the Board of Supervisor's reasonable attorney's fees and cost incurred therein.

- 3.4 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.
- 3.5 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.
- 3.6 The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

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IN RE: CONSIDER APPROVING BID FOR SITE DEVELOPMENT OF THE WATKINS BRANCH GOVERNMENT BUILDING 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 CONTINGENT UPON THE CONVEYANCE OF PROPERTY FROM THE TOWN OF GRUNDY AND THE PURCHASE OF ADJOINING PROPERTY

L. Lee Moise, County Attorney stated the bid could be approved contingent upon acquiring the property from the Town of Grundy.

Robert C. Horn, County Administrator stated will the county be liable to the company if acquiring the property falls through.

Curtis Elswick, Senior Vice President/Regional Executive Skanska USA Building Inc. stated there are two (2) different parcels of land that will need to be acquired.

Billie Campbell with Terra Tech Engineering Services stated the bid for the site development will be good for 60 days, so the board could wait until the board meeting on August 7th.

This issue was tabled, no action taken.

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IN RE: CONSIDER APPROVING BID FOR THE DEMOLITION OF THE OLD JUDGE WILLIAMS BUILDING 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

Three (3) bids was received for the demolition of the Old Judge Williams Building in Grundy, Virginia. The low bid was in the amount of \$69,863.00 from Empire Salvage & Recycling, Inc.

Upon motion by Harold H. Fuller seconded by Earl Scott and with a roll call vote of six (6) yeas, Harold H. Fuller, Earl Scott, J. Carroll Branham, William P. Harris, G. Roger Rife, Trey Adkins, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to accept the bid from Empire Salvage and Recycling, Inc in the amount of \$69,863.00 for the demolition of the Old Judge Williams Building 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.

A copy of this contract is located in the Buchanan County Administrator's Office, 4th floor of the courthouse for review.

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IN RE: CONSIDER AMENDMENT TO TERRA TECH ENGINEERING CONTRACT REGARDING THE PROPOSED GOVERNMENT CENTER

This issue was tabled, no action was taken.

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IN RE: CONSIDER PROPOSAL FROM TERRA TECH ENGINEERING REGARDING OPTOMETRY SCHOOL RENOVATIONS

Billie Campbell with Terra Tech Engineering Services stated the renovations to the optometry school will be similar to the renovations to the new sheriff's office. The project can be bided out or let county employee's do the project in-house.

Robert C. Horn, County Administrator stated the renovations to the optometry school will be minor, therefore I'd rather do it in-house.

Mr. Campbell stated the estimated cost for engineering services should be around \$30,000.

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 six (6) yeas, Harold H. Fuller, Earl Scott,

William P. Harris, G. Roger Rife, J. Carroll Branham, Trey Adkins, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve Terra Tech Engineering Services to provide engineering services regarding the renovations to the Optometry School under their current Multi-Project Engineering Services Contract with the county dated June 15th, 2015 and just recently renewed for another year on June 15th, 2017.

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IN RE: CONSIDER AUTHORIZING THE COUNTY ADMINISTRATION AND COUNTY ATTORNEY TO MAKE AN OFFER FOR THE PURCHASE OF PROPERTY OWNED BY P.C. JUSTICE, JR. TAKING INTO CONSIDERATION APPRAISAL BY JAY RIFE

This issue was tabled, no action taken.

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IN RE: CONSIDER AUTHORIZING THE COUNTY ADMINISTRATION AND COUNTY ATTORNEY TO MAKE AN OFFER FOR THE PURCHASE OF PROPERTY OWNED BY THE AMOS BREEDING ESTATE TAKING INTO CONSIDERATION APPRAISAL BY JAY RIFE

This issue was tabled, no action taken.

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IN RE: CONSIDER ADOPTING THE RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN BUCHANAN COUNTY BOARD OF SUPERVISORS AND BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY FOR THE COUNTY TO PROVIDE THE COUNTY ATTORNEY ON A CONTRACT BASIS FOR THE PROVISION OF LEGAL SERVICES TO THE PSA AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH MOU ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by William P. Harris seconded Harold H. Fuller and a roll call vote of six (6) yeas, Harold H. Fuller, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Trey Adkins, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby adopt the following Resolution approving the Memorandum of Understanding (MOU) between Buchanan County Board of Supervisors and Buchanan County Public Service Authority for the County to provide the County Attorney on a contract basis for the provision of legal services to the PSA and authorize the Chairman of the Buchanan County Board of Supervisors and County Administrator for

Buchanan County, Virginia to execute such MOU on behalf of Buchanan County with the approval as to form by the County Attorney:

RESOLUTION

RE: TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PSA AND BOARD OF SUPERVISORS TO PROVIDE THE COUNTY ATTORNEY ON A CONTRACT BASIS FOR THE PROVISION OF LEGAL SERVICES AND LEGAL COUNSEL TO THE PSA AND TO INCREASE THE SALARY AND BENEFITS OF THE COUNTY ATTORNEY FOR PROVISION OF SAID LEGAL SERVICES FOR THE PSA

WHEREAS, the Buchanan County, Va. PSA (PSA) has requested the Buchanan County, Va. Board of Supervisors(Board of Supervisors) to provide the County Attorney on a contract basis for the provision of legal services and legal counsel to the PSA; and the Board of Supervisors has agreed to do so pursuant to the terms of the Memorandum of Understanding (MOU) between the Board of Supervisors and the PSA, dated July 17, 2017, with an effective date of June 20, 2017, which said MOU is attached and incorporated by reference and made a part of this resolution as Exhibit "A"; and

WHEREAS, since the effective date of the MOU is June 20, 2017 it is necessary to process and issue an additional payroll check to the County Attorney, Lawrence L. Moise III for the additional salary and benefits due for the payroll period ending June 30, 2017 and the payroll period ending July 15, 2017, said amounts to be calculated pursuant to the terms of the attached MOU (Exhibit "A"); and

NOW THEREFORE BE IT RESOVED, that the Board of Supervisors of Buchanan County, Va. does hereby approve the MOU attached hereto as Exhibit "A" and authorize the Chairman of the Board of Supervisors and the County Administrator to execute said MOU in a form approved by the County Attorney. **FURTHERMORE, BE IT RESOLVED**, that an additional payroll check shall be processed and issued to Lawrence L. Moise III, County Attorney, for the additional salary and benefits due for the pay periods ending June 30, 2017 and July 15, 2017 with said amounts to be calculated pursuant to the terms of said MOU.

This resolution was adopted on the 17th day of July, 2017.

Recorded Vote:

Motion made by: William P. Harris

Second by: Harold H. Fuller

Yeas: Six _____

Nays: Zero

Absent: One

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

ATTEST:

Robert Craig Horn, County Administrator

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made this 17th day of July, 2017, by and between **BUCHANAN COUNTY, IRGINIA, a political**

subdivision of the COMMONWEALTH OF VIRGINIA, through the BUCHANAN COUNTY BOARD OF SUPERVISORS, a county governing body organized pursuant to Virginia Code 15.2-400 et seq. (1950), as amended, (hereafter, "County"), and the **BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY, a public body politic and corporate and a political subdivision of the COMMONWEALTH OF VIRGINIA**, duly created by Virginia Code § 15.2-5100 et seq. (1950), as amended. (hereafter, "PSA").

WITNESSETH:

WHEREAS, the PSA has expressed the desire to use County Attorney, Lawrence L. Moise III for the provision of legal services to the PSA and to serve as legal counsel for the PSA; and

WHEREAS, effective June 20, 2017, the County has agreed to provide the County Attorney to the PSA for the provision of legal services and to serve as legal counsel for the PSA conditioned upon an annual payment of Twenty Thousand Dollars and No Cents (\$20,000.00) by the PSA to the County which will be solely used to supplement the salary and benefits of the County Attorney, Lawrence L. Moise III; and

WHEREAS, the PSA is willing to provide an annual payment of Twenty Thousand dollars (\$20,000.00) to the County to supplement the County Attorney, Lawrence L. Moise III's salary and benefits for the provision of legal services to the PSA and to serve as legal counsel for the PSA; and

NOW THEREFORE, BE IT UNDERSTOOD,

- (1) The PSA will pay the annual payment of Twenty Thousand Dollars to the County in twelve monthly payments of One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$1,666.66) to the County, beginning on July 1st, 2017 and each month thereafter while this MOU is in effect. However, in that the effective date of this MOU is June 20, 2017, the PSA will issue a pro-rated monthly payment to the County in the amount of Five Hundred Fifty Dollars and No Cents (\$550.00) for the month of June 2017. All of which payments shall be used solely by the County to supplement the County Attorney, Lawrence L. Moise III's monthly salary and benefits.
- (2) The County agrees to provide the County Attorney for the provision of legal services to the PSA and to serve as legal counsel for the PSA, effective June 20, 2017.
- (3) This Memorandum of Understanding shall be on one year (1) year term basis and shall automatically renew annually each July 1st, unless either party provides Sixty (60) days written notice to the other party of the intent to terminate this Memorandum of Understanding. If the MOU is terminated

during one of the fiscal years covered by the MOU, an appropriate adjustment will be made in regard to the annual payment to the County on a pro-rated basis for the time the MOU was in force prior to termination.

- (4) The Buchanan County, Virginia Board of Supervisors, on the 17th day of July, 2017, at a duly called meeting, did approve and ratify this Memorandum of Understanding by resolution and authorized the Chairman and the County Administrator to sign this Memorandum of Understanding in a form approved by the County Attorney. A copy of said resolution is attached and made a part of this Memorandum of Understanding as Exhibit "A".
- (5) The Buchanan County Public Service Authority Board, on the 17th day of July 2017, at a duly called meeting, did approve and ratify this Memorandum of Understanding by resolution and authorized Trey Adkins the Chairman of said Board to execute this Memorandum of Understanding. A copy of said resolution is attached and made a part of this Memorandum of Understanding as Exhibit "B".
- (6) **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**BUCHANAN COUNTY BOARD OF SUPERVISORS,
A Virginia County Board Form of Government**

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

ATTEST:

Robert Craig Horn, County Administrator

APPROVED AS TO FORM ONLY:

Lawrence L. Moise III, Esq.
County Attorney

BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY

BY: _____
Trey Adkins, Chairman
Buchanan County Public Service Authority Board

ATTEST:

Greg McClanahan, Director of PSA

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IN RE: CONSIDER ADOPTING THE RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND BUCHANAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA) FOR THE COUNTY TO PROVIDE ON A CONTRACT BASIS THE SERVICES OF THE COUNTY ADMINISTRATOR TO SERVE AS THE EXECUTIVE DIRECTOR OF THE IDA AND TO PROVIDE A COUNTY EMPLOYEE TO PROVIDE SECRETARIAL SERVICES TO THE IDA AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH MOU 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 Harold H. Fuller seconded Earl Scott and a roll call vote of five (5) yeas, Harold H. Fuller, J. Carroll Branham, William P. Harris, G. Roger Rife, Earl Scott, zero (0) nays, one (1) absent, Craig Stiltner and one (1) abstention, Trey Adkins, who stated Heather Adkins was his wife, this board did hereby adopt the following Resolution approving the Memorandum of Understanding (MOU) between the Buchanan County Board of Supervisors and Buchanan County Industrial Development Authority (IDA) for the County to provide on a contract basis the services of the County Administrator to serve as the Executive Director of the IDA and to provide a county employee to provide secretarial services to the IDA and authorize the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such MOU on behalf of Buchanan County with the approval as to form by the County Attorney:

RESOLUTION

RE: TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE IDA AND BOARD OF SUPERVISORS TO PROVIDE THE COUNTY ADMINISTRATOR ON A CONTRACT BASIS FOR THE PROVISION OF SERVICES AS EXECUTIVE DIRECTOR OF THE IDA AND TO PROVIDE A COUNTY EMPLOYEE TO PROVIDE THE SERVICES AS SECRETARY TO THE IDA AND TO INCREASE THE SALARY AND BENEFITS OF THE COUNTY ADMINISTRATOR FOR PROVISION OF SAID SERVICES AS EXECUTIVE DIRECTOR FOR THE IDA AND PROVIDE FOR THE PROVISION OF SALARY AND BENEFITS FOR THE COUNTY EMPLOYEE TO PROVIDE THE SERVICES AS A SECRETARY FOR THE IDA

WHEREAS, the Buchanan County, Va. Industrial Development Authority (IDA) has requested the Buchanan County, Va. Board of Supervisors (Board of Supervisors) to provide the County Administrator on a contract basis for the provision of services as Executive Director of the IDA and to provide on a contract basis the services of a county employee to serve as the secretary for the IDA; and the Board of Supervisors has agreed to do so pursuant to the terms of the Memorandum of Understanding (MOU) between the Board of Supervisors and the IDA, dated July 17, 2017, which said MOU is attached and incorporated by reference and made a part of this resolution as Exhibit "A"; and

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Buchanan County, Va. does hereby approve the MOU attached hereto as Exhibit "A" and authorize the Chairman of the Board of Supervisors and the County Administrator to execute said MOU in a form approved by the County Attorney. **FURTHERMORE, BE IT RESOLVED**, that the salary and benefits of both the County Administrator and the county employee to serve as secretary for the IDA shall be adjusted pursuant to the terms of the MOU, with said amounts to be calculated pursuant to the terms of said MOU.

This resolution was adopted on the 17th day of July 2017.

Recorded Vote:

Motion made by: Harold H. Fuller

Second by: Earl Scott

Yeas: 5

Nays: 0

Absent: 1

Abstention: 1

J. Carroll Branham, Chairman

Buchanan County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made this 17th day of July, 2017, by and between **BUCHANAN COUNTY, VIRGINIA, a political subdivision of the COMMONWEALTH OF VIRGINIA, through the BUCHANAN COUNTY BOARD OF SUPERVISORS**, a county governing body organized pursuant to Virginia Code 15.2-400 et seq. (1950), as amended, (hereafter, "County"), and the **BUCHANAN COUNTY, VIRGINIA INDUSTRIAL DEVELOPMENT AUTHORITY, a body politic and corporate and a political subdivision of the COMMONWEALTH OF VIRGINIA**, duly created by Virginia Code § 15.2-4900 through 15.4920 (1950), as amended. (hereafter, "IDA").

WITNESSETH:

WHEREAS, the IDA has expressed the desire to contract with the County for the provision of the necessary personnel to operate the IDA, namely an Executive Director and secretary; and

WHEREAS, effective July 31, 2017, the County has agreed to provide the services of the County Administrator, Robert Craig Horn for the provision of services as Executive Director of the IDA and to provide Heather S. Adkins, a county employee, to provide the services of secretary for the IDA; and

WHEREAS, the IDA is willing to provide an annual payments to the County in the amounts of \$8,400.00 and \$8,400.00 to cover the additional salary and benefits for Robert Craig Horn and Heather S. Adkins, respectively, for the services to be provided to the IDA as referenced herein; and

NOW THEREFORE, BE IT UNDERSTOOD,

- (7) The IDA will pay the annual payments to County in the amounts of \$8,400.00 and \$8,400.00 for the salary and benefits of Robert Craig Horn and Heather S. Adkins, respectively, for the provision of services to the IDA, by Robert Craig Horn and Heather S. Adkins, as set forth herein, said annual amounts to be paid in twelve monthly payments to the County in the amounts of \$700.00 and \$700.00 for Robert Craig Horn and Heather S. Adkins, respectively, beginning on July 15, 2017 and each month thereafter while this MOU is in effect.
- (8) The County agrees to provide the services of the County Administrator, Robert Craig Horn to the IDA for services as the IDA Executive Director.
- (9) The County agrees to provide the services of Heather S. Adkins to the IDA for the services of secretary for the IDA.
- (10) This Memorandum of Understanding shall be on one year (1) year term basis and shall automatically renew annually each July 1st, unless either party provides Sixty (60) days written notice to the other party of the intent to terminate this Memorandum of Understanding. If the MOU is terminated during one of the fiscal years covered by the MOU, an appropriate adjustment

will be made in regard to the annual payment to the County on a pro-rated basis for the time the MOU was in force prior to termination.

- (11) The Buchanan County, Virginia Board of Supervisors, on the 17th day of July, 2017, at a duly called meeting, did approve and ratify this Memorandum of Understanding by resolution and authorized the Chairman and the County Administrator to sign this Memorandum of Understanding in a form approved by the County Attorney. A copy of said resolution is attached and made a part of this Memorandum of Understanding as Exhibit "A".
- (12) The Buchanan County Industrial Development Authority Board, on the _____ day of _____ 2017, at a duly called meeting, did approve and ratify this Memorandum of Understanding by resolution and authorized Jay Rife the Chairman of said Board to execute this Memorandum of Understanding. A copy of said resolution is attached and made a part of this Memorandum of Understanding as Exhibit "B".
- (13) **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**BUCHANAN COUNTY BOARD OF SUPERVISORS,
A Virginia County Board Form of Government**

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

ATTEST:

Robert Craig Horn, County Administrator

APPROVED AS TO FORM ONLY:

Lawrence L. Moise III, Esq.
County Attorney

_____ 000 _____

IN RE: MARCUS STILTNER, COAL HAUL ROAD ENGINEER

Marcus Stiltner, Coal Haul Road Engineer updated the board on a new Virginia Department of Transportation Program, State of Good Repair (SGR), which was designed to assist localities with the maintenance and construction of public maintained bridges that fall under the NBIS guidelines. These projects are 100% state funded, he stated.

Buchanan County has 19 structures that fell within the SGR guidelines, due to the poor condition rating of one or more parts of the structures, he stated. Out of those 19 structures in which funding was applied for, Buchanan County received funding for 13 structures in the amount of \$2.6 million spread out in random percentages from 2017 thru 2021, stated Mr. Stiltner. Below is the list of structures that will receive funding:

1. Booth Branch Bridge replacement – 100% funded 2017.
2. Sugarbend Bridge replacement – 100% funded 2017.
3. Hurley Park Bridge superstructure/deck – 100% funded 2017
4. Jackson bridge superstructure/deck replacement – 100% funded 2017
5. Campground bridge replacement – 50% funded 2017 & 50% funded 2018
6. WP Park bridge replacement – 50% funded 2017 & 50% funded 2018
7. Bob Casey bridge replacement – 50% funded 2017 & 50% funded 2018
8. Dan Branch bridge replacement – 10% funded 2017 & 90% funded 2018
9. Central Shop bridge replacement – 3% funded 2017, 3% funded 2018, 3% funded 2019, 8% funded 2020, & 87% funded 2021
10. Staggerweed bridge superstructure/deck replacement – 5% funded 2019, 10% funded 2020, & 85% funded 2021
11. Raines School Hollow bridge superstructure/deck replacement – 3% funded 2020 & 97% funded 2021
12. Monroe bridge replacement – 100% funded 2021
13. Highland bridge superstructure/deck replacement – 100% funded 2021

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**IN RE: CONSIDER APPROVING RESOLUTION AFFIRMING
 COMMITMENT TO FUND THE LOCALITY SHARE OF PROJECTS
 UNDER AGREEMENT WITH THE VIRGINIA DEPARTMENT OF
 TRANSPORTATION AND PROVIDE SIGNATURE AUTHORITY**

After a general discussion by the board upon motion by Trey Adkins seconded Harold H. Fuller and a roll call vote of six (6) yeas, Trey Adkins, Harold H. Fuller, William P. Harris, Earl Scott, G. Roger Rife, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby adopt the following Resolution affirming commitment to fund the locality share of projects under agreement with the Virginia Department of Transportation and provide signature authority:

RESOLUTION

AFFIRMING COMMITMENT TO FUND THE LOCALITY SHARE OF PROJECTS UNDER AGREEMENT WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION AND PROVIDE SIGNATURE AUTHORITY

WHEREAS, the Buchanan County Board of Supervisors is a recipient of Virginia Department of Transportation funds under various grant programs for transportation -related projects; and

WHEREAS, the Virginia Department of Transportation requires each locality, by resolution, to provide assurance of its commitment to funding its local share; and

THEREFORE, IT IS HEREBY RESOLVED, by the Buchanan County Board of Supervisors hereby commits to fund its local share of preliminary engineering, right-of-way, and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s); and

BE IT FURTHER RESOLVED, that the County Administrator and/or his designees is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

In witness whereof, the forgoing was adopted by the Buchanan County Board of Supervisors on the 17th day of July, 2017.

J. Carroll Branham, Chairman

Attest:

Robert C. Horn, County Administrator

_____ 000 _____

IN RE: CONSIDER ADOPTING A RESOLUTION REGARDING THE DEED OF GIFT FOR DIXIE LANE ROAD, COUNTY ROAD NUMBER 4259

Marcus Stiltner, Coal Haul Road Engineer stated Dixie Lane Road located in the Hurricane Magisterial District is approximately .2 to .3 miles and serves three (3) homes with two (2) homes occupied. This road does not meet the requirements of the Coal Haul Road Policy, but it can be approved by a unanimous vote by the board.

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

Road number 4259 and Deed of Gift between Virgil Cook and Vernia Cook, Husband and Wife; Jason and Christen Cook, Husband and Wife; David Cook; Michael Wayne Cook and Melissa Cook, Husband and Wife, Danny Allen Cook; Steven Newberry And Deborah Newberry, Husband and Wife and Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney:

RESOLUTION

IN RE: ACCEPTANCE OF DEED OF GIFT BY AND BETWEEN VIRGIL COOK AND VERNIA COOK, HUSBAND AND WIFE; JASON AND CHRISTEN COOK, HUSBAND AND WIFE; DAVID COOK; MICHAEL WAYNE COOK AND MELISSA COOK, HUSBAND AND WIFE, DANNY ALLEN COOK; STEVEN NEWBERRY AND DEBORAH NEWBERRY, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA REGARDING DIXIE LANE ROAD LOCATED IN THE HURRICANE MAGISTERIAL DISTRICT, COUNTY ROAD NUMBER 4259

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto between Virgil Cook and Vernia Cook, Husband and Wife; Jason and Christen Cook, Husband and Wife; David Cook; Michael Wayne Cook and Melissa Cook, Husband and Wife, Danny Allen Cook; Steven Newberry And Deborah Newberry, Husband and Wife and Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 17th day of July, 2017 by a roll call vote of six for and zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT, made and entered into on this the 17th day of July, 2017, by and between **VIRGIL COOK AND VERNIA COOK, husband and wife, JASON AND CHRISTEN COOK, husband and wife, DAVID COOK, MICHAEL WAYNE COOK**

AND MELISSA COOK, husband and wife, DANNY ALLEN COOK, STEVE NEWBERRY AND DEBORAH NEWBERRY, husband and wife; hereinafter sometimes referred to as “GRANTORS”, and **BUCHANAN COUNTY, VIRGINIA,** a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “GRANTEE”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

WITNESSETH:

WHEREAS, the Grantee wishes to maintain an extension of a public road in the Hurricane Magisterial District for the traveling public, name Dixie Lane road, County Road #4259; and

WHEREAS, the Grantors desire to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way for a road with turn around area which is part of the public road in the Hurricane Magisterial District for the traveling public, name Dixie Lane road, County Road #4259; and

NOW THEREFORE, for and in consideration of promoting the public interest by providing a road with turn around area which is part of a public road Dixie Lane road, County Road #4259 for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE,** all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Hurricane Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

REFERENCE WILL of SARAH JANE COOK DATED 1/12/2017

BEGINNING at a point on the proposed Southeast right-of-way of Dixie Lane said point has an approximate NAD 1983 Virginia South Zone coordinate value of N=3,572,134.599 and E=10,437,002.028 ; thence with said proposed Southeast right-of-way the following S 20°56'03" W a distance of 76.03' to a point; thence S 35°58'01" W a distance of 78.73' to a point; thence S 19°38'07" W a distance of 39.59' to a point; thence S 08°00'53" W a distance of 81.24' to a point; thence S 04°04'23" W a distance of 89.99' to a point; thence S 39°58'38" W a distance of 45.50' to a point; thence S 34°39'19" W a distance of 79.48' to a point; thence S 32°08'33" W a distance of 131.59' to a point on the proposed turning area; thence with said turn around area the following S 40°45'58" E a distance of 22.65' to a point; thence S 36°36'23" W a distance of 25.84' to a point; thence N 56°36'26" W a distance of 33.28' to a point; thence N 17°10'47" W a distance of 12.17' to a point; thence N 36°50'39" E a distance of 30.13' to a point on the Northwest proposed right of way of Dixie Lane; thence with said proposed Northwest right-of-way the following N 32°19'29" E a distance of 125.81' to a point; thence N 34°39'19" E a distance of 80.79' to a point; thence N 39°58'38" E a

distance of 39.95' to a point; thence N 04°04'23" E a distance of 84.19' to a point; thence N 08°00'53" E a distance of 83.96' to a point; thence N 19°38'07" E a distance of 44.50' to a point; thence N 35°58'01" E a distance of 78.96' to a point; thence N 20°56'03" E a distance of 80.40' to a point; thence leaving the said Northwest proposed right-of-way and crossing Dixie Lane S 49°44'14" E a distance of 21.19'; to the point of beginning, having an area of 13765.264 square feet, and containing 0.316 acres more or less.

Source and title for grantors: Virgil and Vernia Cook, husband and wife, Jason Cook, son of Virgil Cook, and David Cook, son of Virgil Cook, acquired a parcel of land, a portion of which is affected by this right-of-way deed, by a deed conveyance recorded in Will Book and Deed Book 298 Page 392 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 013 on Tax Map #2HH-138.

Source and title for grantors: Michael and Melissa Cook, husband and wife, acquired a parcel of land, a portion of which is affected by this right-of-way deed, by a deed conveyance recorded in Will Book and Deed Book 298 Page 392 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 013 on Tax Map #2HH-138.

Source and title for grantors: Danny Cook, acquired a parcel of land, a portion of which is affected by this right-of-way deed, by a deed conveyance recorded in Will Book and Deed Book 298 Page 392 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 013 on Tax Map #2HH-138.

REFERENCE INST.#130000070

BEGINNING at a point on the Southeast proposed right-of-way of Dixie Lane, said point has an approximate NAD 1983 Virginia South Zone coordinate value of N=3,572,134.599 and E=10,437,002.028; thence leaving the said proposed Southeast right-of-way and crossing Dixie Lane N 49°44'14" W a distance of 21.19' to a point on the proposed Northwest right-of-way; thence with the proposed Northwest right-of-way the following N 24°41'49" E a distance of 25.87' to a point; thence N 34°45'47" E a distance of 57.31' to a point; thence with a curve turning to the right with an arc length of 175.48', with a radius of 432.48', with a chord bearing of N 23°41'57" E, with a chord length of 174.28' to a point ;, thence with a compound curve turning to the right with an arc length of 262.16', with a radius of 423.45', with a chord bearing of N 24°52'41" E, with a chord length of 257.99' to a point,; thence with a reverse curve turning to the left with an arc length of 94.02', with a

radius of 271.33', with a chord bearing of N 04°44'13" E, with a chord length of 93.55' to a point; thence N 16°42'00" E a distance of 77.46' to a point; thence N 05°32'07" W a distance of 42.69' to a point; thence N 10°48'25" E a distance of 126.17' to a point; thence N 20°46'21" E a distance of 56.62' to a point on the existing South right-of-way of Route 672; thence with said right-of-way N 34°24'06" E a distance of 41.14' to a point on the proposed Southeast right-of-way of Dixie Lane; thence with said right-of-way the following S 05°45'25" W a distance of 39.78' to a point; thence S 20°46'21" W a distance of 56.44' to a point; thence S 10°48'25" W a distance of 121.56' to a point; thence S 05°32'07" E a distance of 43.75' to a point; thence S 16°42'00" W a distance of 77.59' to a point; thence with a curve turning to the right with an arc length of 102.14', with a radius of 291.33', with a chord bearing of S 05°37'40" W, with a chord length of 101.62' to a point; thence with a reverse curve turning to the left with an arc length of 259.63', with a radius of 403.45', with a chord bearing of S 24°51'50" W, with a chord length of 255.17' to a point; thence with a compound curve turning to the left with an arc length of 176.36', with a radius of 412.48', with a chord bearing of S 23°46'22" W, with a chord length of 175.02' to a point; thence S 34°45'47" W a distance of 59.54' to a point; thence S 23°55'15" W a distance of 29.87'; to the point of beginning, having an area of 18843.827 square feet, and containing 0.433 acres more or less.

Source and title for grantors: Steve and Deborah Newberry, acquired a parcel of land, a portion of which is affected by this right-of-way deed, by a deed conveyance recorded in Instrument number 130000070 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 017, #009, and #018 on Tax Map #2HH-138.

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

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

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

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

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

That on the 17th day of July, 2017, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

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**IN RE: CONSIDER ADOPTING A RESOLUTION REGARDING THE DEED
 OF GIFT FOR EMPIRE ROAD, COUNTY ROAD NUMBER 3086**

Marcus Stiltner, Coal Haul Road Engineer stated this is an extension of Empire Road, county road number 3086 with a turning area. He stated there's seven (7) homes on Empire Road.

After a general discussion by the board upon motion by Trey Adkins seconded William P. Harris and a roll call vote of six (6) yeas, Trey Adkins, William P. Harris, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby adopt the following Resolution for Empire Road, County Road Number 3086 and Deed of Gift between Oliver Lee Upchurch and Alicia Lynn

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

RESOLUTION

IN RE: ACCEPTANCE OF DEED OF GIFT BY AND BETWEEN OLIVER LEE UPCHURCH AND ALICIA LYNN UPCHURCH TO BUCHANAN COUNTY, VIRGINIA REGARDING EMPIRE ROAD LOCATED IN THE NORTH GRUNDY MAGISTERIAL DISTRICT, COUNTY ROAD NUMBER 3086

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto between Oliver Lee Upchurch and Alicia Lynn Upchurch, Husband and Wife and Buchanan County, Virginia and Authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 17th day of July, 2017 by a roll call vote of six for and zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT, made and entered into on this the 17th day of July, 2017, by and between **OLIVER LEE UPCHURCH and ALICIA LYNN UPCHURCH husband and wife**; hereinafter sometimes referred to as “**GRANTOR**”, and **BUCHANAN COUNTY, VIRGINIA**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “**GRANTEE**”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

WITNESSETH:

WHEREAS, the Grantee wishes to extend an existing county road to include a turning area which is a part of the public road in the North Grundy Magisterial District for the traveling public, named Empire Road, County Road # 3086; and

WHEREAS, the Grantors desire to give and donate and the Grantee desires to accept

such property as set forth in this deed of conveyance to provide the right of way for a road extension with turn around area which is part of the public road in the North Grundy Magisterial District for the traveling public, named Empire Road, County Road # 3086; and

NOW THEREFORE, for and in consideration of promoting the public interest by providing a road extension with turn around area which is part of a public road known as Empire Road, County Road # 3086 for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE** , all their right, title and interest in and to all of those certain tracts or parcels of land situate in the North Grundy Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

THEREFORE the existing road and turning area is described as follows:

REFERENCE D.B. 290 PG. 614 OLIVER LEE UPCHURCH and ALICIA LYNN UPCHURCH

BEGINNING at a point opposite the end of the existing pavement on Empire Road and the proposed Eastern right-of-way of an extension of said Empire Road, said point has an approximate NAD 1983 Virginia State Plane South Zone coordinate value of N=3,655,576.248 and E=10,562,216.712; thence with said proposed Eastern right-of-way S 18°57'47" E a distance of 93.54' to a point; thence S 32°12'04" E a distance of 20.37' to a point on the proposed turn around area; thence with the said turn around area the following, N 47°38'31" E a distance of 29.17' to a point; thence S 40°59'30" E a distance of 35.35' to a point; thence S 38°51'09" W a distance of 41.44' to a point; thence N 45°27'28" W a distance of 41.73' to a point; thence leaving said turn around area S 47°38'31" W a distance of 5.43' to a point on the proposed Western right-of-way of Empire Road; thence with said proposed Western right-of-way the following N 32°12'04" W a distance of 26.27' to a point; thence N 18°57'47" W a distance of 96.08' to a point; thence N 71°39'59" E a distance of 20.00'; to the point of beginning, having an area of 4001.462 square feet, and containing 0.092 acres more or less.

Source and title for grantors: Oliver Lee Upchurch and Alicia Lynn Upchurch, husband and wife, acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in Deed Book 290 Page 614 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcels # 003A Tax Map #2HH-114.

Included in this deed of conveyance is the permanent right and easement to use such

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

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

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

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

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

That on the 17th day of July, 2017, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

IN RE: CONSIDER ADOPTING A RESOLUTION REGARDING THE DEED OF GIFT FOR MIDNIGHT ROAD, COUNTY ROAD NUMBER 2342

Marcus Stiltner, Coal Haul Road Engineer stated Midnight Road, County Road number 2342 is not an extension nor a new road, but is widening an area of the existing right-of-way.

After a general discussion by the board upon motion by Trey Adkins seconded Earl Scott and a roll call vote of six (6) yeas, Trey Adkins, Earl Scott, Harold H. Fuller, William P. Harris, G. Roger Rife, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve adopt the following Resolution for Midnight Road , County Road number 2342 and Deed of Gift between Monte Elswick and Tammy Elswick, Husband and Wife and Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney:

RESOLUTION

IN RE: ACCEPTANCE OF DEED OF GIFT BY AND BETWEEN MONTE ELSWICK AND TAMMY ELSWICK, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA REGARDING MIDNIGHT ROAD LOCATED IN THE HURRICANE MAGISTERIAL DISTRICT, COUNTY ROAD NUMBER 2342

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

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 17th day of July, 2017 by a roll call vote of Six for and Zero against.

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

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT, made and entered into on this the 17th day of July, 2017, by and between **MONTE ELSWICK and TAMMY ELSWICK, husband and wife;** hereinafter sometimes referred to as “**GRANTORS**”, and **BUCHANAN COUNTY, VIRGINIA,** a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “**GRANTEE**”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

WITNESSETH:

WHEREAS, WHEREAS, the Grantee wishes to maintain a turning area at the end of a located public road located in the Rocklick Magisterial District, named Midnight road, County Road 2342 for the traveling public,

WHEREAS, the Grantors desire to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way for a turning area at the end of a located public road located in the Rocklick Magisterial District, named Midnight road, County Road 2342 for the traveling public,

NOW THEREFORE, for and in consideration of promoting the public interest by providing a turning area at the end of a located public road located in the Rocklick Magisterial District, name Midnight road, County Road 2342 for the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Rocklick Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

THEREFORE the existing road turning area is described as follows:

REFERENCE TAMMY ELSWICK DEED BOOK 461 PAGE 766

BEGINNING at a point on the North East corner of the proposed turning area, said point has an approximate NAD 1983 Virginia State Plane South Zone coordinate value of N=3,647,071.054 and E=10,421,3220288; thence S 27°22'40" E a distance of 40.00' to a point; thence S 62°37'20" W a distance of 40.00' to a point; thence N 27°22'40" W a distance of 40.00' to a point; thence N 62°37'20" E a distance of 40.00'; to the point of beginning, having an area of 1600.000 square feet, and containing 0.037 acres more or less.

Source and title for grantors: MONTE ELSWICK AND TAMMY ELSWICK, husband and wife, acquired a parcel of land, a portion of which is affected by this right-of-way deed, by a deed conveyance recorded in Deed Book 461 Page 766 in the Clerk’s Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 036A on Tax Map #2HH-218.

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

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

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

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

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

That on the 17th day of July, 2017, the Buchanan County Board Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

IN RE: CONSIDER APPROVING TO RENEW THE AGREEMENT BETWEEN BUCHANAN COUNTY CONSOLIDATED GROUP AND BETHESDA HEALTHCARE, INC. FOR TRIHEALTH WELLNESS PROGRAM

After a general discussion by the board upon motion by Trey Adkins seconded Harold H. Fuller and a roll call vote of six (6) yeas, Trey Adkins, Harold H. Fuller, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to renew the Agreement between Buchanan County Consolidated Group and Bethesda Healthcare, Inc. for TriHealth Wellness Program.

IN RE: CONSIDER SCHEDULING A PUBLIC HEARING ON MONDAY, SEPTEMBER 11TH AT 10:30 A.M. TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED RESOLUTION AMENDING THE ARTICLES OF INCORPORATION OF THE BUCHANAN COUNTY, VIRGINIA PUBLIC SERVICE AUTHORITY PURSUANT TO VIRGINIA CODE SECTION 15.2-5110, 15.2-1503 AND 15.2-5104.

After a general discussion by the board upon motion by Trey Adkins seconded Harold H. Fuller and a roll call vote of six (6) yeas, Trey Adkins, Harold H. Fuller, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to schedule a public hearing on Monday, September 11th at 10:30 a.m. to hear public comments regarding the proposed Resolution amending the Articles of Incorporation of the Buchanan County, Virginia Public Service Authority pursuant to Virginia Code Section 15.2-5110, 15.2-1503 and 15.2-5104.

IN RE: CONSIDER ADOPTING A RESOLUTION AUTHORIZING COUNTY EMPLOYEES TO DO GRADING WORK AT POPLAR GAP PARK

After a general discussion by the board upon motion by William P. Harris seconded by Harold H. Fuller and with the following roll call vote of six (6) yeas, Trey Adkins, Harold H. Fuller, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, zero (0) nays and one (1) absent, this board did hereby adopt the following Resolution authorizing county employees to do grading work at Poplar Gap Park:

RESOLUTION

IN RE: AUTHORIZING THE USE OF COUNTY EMPLOYEES TO DO GRADING WORK AT POPLAR GAP PARK

WHEREAS, the Supervisor of Prater District wishes to improve the Poplar Gap Park by doing grading work on a certain lot of the Park to bring said lot to sub grade; and

WHEREAS, it will be more efficient to use County employees to do the grading work; and

WHEREAS, Ben Looney and Benji Looney are County employees that do grading work and can begin such grading work at Poplar Gap Park beginning September 1, 2017; and

NOW BE IT RESOLVED, by the Buchanan County Board of Supervisors that the County Administrator is directed to have County employees, Ben Looney and Benji Looney beginning on September 1, 2017 to perform the grading work at Poplar Gap Park to bring a certain lot at Poplar Gap Park to sub grade.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 17th day of July, 2017.

Recorded vote:

Moved: William P. Harris

Seconded: Harold H. Fuller

Yeas: Six

Nays: Zero

J. Carroll Branham, Chairman

Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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IN RE: CONSIDER APPROVING REQUEST FROM GERALD ARRINGTON, COMMONWEALTH ATTORNEY REGARDING AN INVOICE (#10583) FROM IGO TECHNOLOGY IN THE AMOUNT OF \$6,420.00

After a general discussion by the board upon motion by Trey Adkins seconded by William P. Harris and with the following roll call vote of six (6) yeas, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, G. Roger Rife, William P. Harris zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to issue payment in the amount of \$6,420.00 to iGO Technology invoice number 10583 from General Properties. This invoice was due to emergency services rendered related to the ransomware attack on the Commonwealth Attorney’s Office on March 9th, 2017.

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**IN RE: CONSIDER APPROVING REQUEST FROM GERALD ARRINGTON,
COMMONWEALTH ATTORNEY REGARDING A BUDGET
REQUEST FOR 2017/2018**

This issue was tabled, no action taken.

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**IN RE: KEITH BALDWIN, PUBLIC WORKS DIRECTOR – 2:00 P.M.-
REQUEST TO PURCHASE A NEW SANITATION TRUCK**

Keith Baldwin, Public Works Director requested permission to purchase a new sanitation truck for the Buchanan County Sanitation Dept. from the Landfill account.

After a general discussion by the board upon motion by Harold H. Fuller seconded by Earl Scott and with the following roll call vote of five (5) yeas, Harold H. Fuller, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, one (1) nay, Trey Adkins and one (1) absent, Craig Stiltner, this board did hereby approve to purchase a new sanitation truck for the Buchanan County Sanitation Dept. from the Landfill account.

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**IN RE: BROOKE BOYD, PARK MANAGER- UPDATE ON THE 2017
BUCHANAN COUNTY FAIR**

Brooke Boyd, Park Manager wasn't present for the meeting.

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**IN RE: CONSIDER APPROVING SALARY INCREASES FOR GREGORY
“JAKE” JACKSON AND KEITH BALDWIN**

After a general discussion by the board upon motion by William P. Harris and with no second to his motion, Mr. Harris requested a roll call vote as follows: six (6) yeas, William P. Harris, J. Carroll Branham, Trey Adkins, Earl Scott, G. Roger Rife, Harold H. Fuller, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve the following additional appropriations and salary increases:

- Additional appropriation in the amount of \$6,112.12 to County Garage, payroll 12210-1150 salary and wages and approved an increase in salary for Gregory “Jake” Jackson from \$46,988.88 to \$53,101.00;
- Additional appropriation in the amount of \$8,966.40 to Landfill, Sanitation Dept., payroll 42040-1150 salary and wages and approved an increase in salary for Keith Baldwin from \$60,000.00 to \$68,966.40.

IN RE: CONSIDER APPROVING A SALARY INCREASE FOR REBECCA JUSTUS

After a general discussion by the board upon motion by Trey Adkins seconded by William P. Harris and with the following roll call vote of six (6) yeas, Trey Adkins, J. Carroll Branham, Earl Scott, Harold H. Fuller, G. Roger Rife, William P. Harris, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve an additional appropriation in the amount of \$6,715.10 to E-911 salaries and wages and approved an increase in salary for Rebecca Justus from \$25,794.10 to \$32,509.20.

IN RE: CONSIDER APPROVING ADDENDUM #1, REGARDING THE AGREEMENT BETWEEN BUCHANAN COUNTY BOARD OF SUPERVISORS AND HICOK, FERN & COMPANY, P.C. PRE-AUDIT SERVICES AGREEMENT DATED JUNE 15TH, 2015

After a general discussion by the board upon motion of Harold H. Fuller seconded by Trey Adkins and with a roll call vote of six (6) yeas, Trey Adkins, J. Carroll Branham, Earl Scott, Harold H. Fuller, G. Roger Rife, William P. Harris zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve the following Addendum regarding the Agreement between Buchanan County Board of Supervisors and Hicok, Fern & Company, P.C. pre-audit services agreement dated June 15th, 2015:

ADDENDUM #1

AGREEMENT BETWEEN BUCHANAN COUNTY, VA. BOARD OF SUPERVISORS AND HICOK, FERN & COMPANY, P.C.—PRE-AUDIT SERVICES AGREEMENT DATED: JUNE 15, 2015

On the 15th day of June, 2015, the parties, Hicok, Fern & Company, P.C. and the Buchanan County, Va. Board of Supervisors, Hicok, Fern & Company, P.C. would provide pre-audit services as set forth in the attached contract that is incorporated by reference into this addendum as Exhibit “A” Said three-year term agreement provided to provide pre-audit services for the Fiscal Years ending June 30th 2015, 2016 and 2017. Paragraph eight (8) of said contract provides the option for the County to extend the contract for additional years. The County has requested that contract be extended one more year at existing fee rates to provide pre-audit services for the fiscal year ending June 30, 2018. Hicok, Fern & Company, P.C. have agreed to the County’s request to extend the contract one additional year at the same fee rates as set forth in the contract attached hereto as Exhibit “A”.

EXECUTED IN DUPLICATE ORIGINALS:
IN WITNESS HEREOF:

HICOK, FERN & COMPANY, P.C.

BY: _____
Thomas Hicok, President

James H. Fern, Secretary

ACCEPTED:

BUCHANAN COUNTY, VIRGINIA

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

ATTESTED:

Robert Craig Horn
County Administrator

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IN RE: CONSIDER APPROVING TRANSFER FROM HURRICANE DISTRICT HIGHWAYS STREETS AND BRIDGES AND A CONTRIBUTION TO COUNCIL ELEMENTARY/MIDDLE SCHOOL

After a general discussion by the board upon motion by William P. Harris seconded Trey Adkins and a roll call vote of six (6) yeas, William P. Harris, Trey Adkins, Harold H. Fuller, G. Roger Rife, Earl Scott, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to transfer \$18,000 to Fund 1, Capital Outlay (construction) account number 94100-7010 from Hurricane District Highways Streets and Bridges account number 41020-7010-02 and to issue a check in the amount of \$7,000 to Council Elementary/Middle School earmarked for the purchase of stage curtains from Hurricane District Highway, Streets and Bridges account. This is \$25,000 of the \$100,000 that was transferred from Fund 1, Capital Outlay on February 1st, 2016 that was to be paid back over the next four (4) years.

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IN RE: CONSIDER APPROVING TO ADD AN ADDITIONAL LINE ITEM TO THE BUCHANAN COUNTY SHERIFF'S OFFICE BUDGET

After a general discussion by the board upon motion by Harold H. Fuller seconded Earl Scott and a roll call vote of five (5) yeas, William P. Harris, Harold H. Fuller, G. Roger Rife, Earl Scott, J. Carroll Branham, zero (0) nays and two (2) absent, Craig Stiltner and Trey Adkins, this board did hereby approve to add an additional line item (Restitution) to the Buchanan County Sheriff's Office budget.

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IN RE: CONSIDER APPROVING AN ADDITIONAL BUDGET APPROPRIATION/TRANSFER IN THE AMOUNT OF \$187,525 TO BUCHANAN COUNTY PUBLIC SCHOOLS. (100% FUNDING FROM STATE, NO LOCAL MATCH)

After a general discussion by the board upon motion by Harold H. Fuller seconded William P. Harris and a roll call vote of five (5) yeas, William P. Harris, Harold H. Fuller, G. Roger Rife, Earl Scott, J. Carroll Branham, zero (0) nays and two (2) absent, Craig Stiltner and Trey Adkins, this board did hereby approve an additional budget appropriation/transfer in the amount of \$187,525 to Buchanan County Public Schools. (100% funding from state, no local match).

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IN RE: CONSIDER APPROVING AN ADDITIONAL BUDGET APPROPRIATION IN THE AMOUNT OF \$8,000 TO THE BUCHANAN COUNTY PUBLIC LIBRARY, (CONSTRUCTION) FISCAL YEAR 2017/2018 BUDGET

This issue was tabled, no action taken.

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IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS

After a general discussion by the board upon motion by William P. Harris seconded Harold H. Fuller and a roll call vote of six (6) yeas, Harold H. Fuller, William P. Harris, Earl Scott, Trey Adkins, G. Roger Rife, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, 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 \$2,448.20;
- Additional appropriation to Rocklick District Park and Rec., account number 71040-5604-06 in the amount of \$275.00;
- Additional appropriation to Fair, account number 72010-5604 in the amount of \$32,725.50;
- Additional appropriation to Athletic Field, account number 71040-5604-09 in the amount of \$2,578.10;
- Additional appropriation to Garden District Park and Rec., account number 71040-5604-01 in the amount of \$100.00;
- Additional appropriation to Garden District Park and Rec., account number 71040-5604-01 in the amount of \$200.00;
- Additional appropriation to South Grundy Park and Development, account number 71060-7010-05 in the amount of \$1,219.00;
- Additional appropriation to South Grundy Park and Development, account number 71060-7010-05 in the amount of \$494.00;

- Additional appropriation to South Grundy Park and Development, account number 71060-7010-05 in the amount of \$1,928.00;
- Additional appropriation to Circuit Court Clerk's Office, account number 21060-3320 in the amount of \$140.13;
- Additional appropriation to Two (Four) for Life, account number 35050-6018 in the amount of \$21,776.56;
- Additional appropriation to Hurricane District Park and Rec., account number 71040-6022-02 in the amount of \$7,717.71;
- Additional appropriation to Hurricane District Park and Rec., account number 71040-6022-02 in the amount of \$4,985.65.

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IN RE: CONSIDER APPROVING TO ISSUE A CHECK FOR THE COYOTE CLAIMS IN THE AMOUNT OF \$50.00 FROM FUND 10, LIVESTOCK CLAIMS ACCOUNT NUMBER 35010-8104

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

- Arvil Quinley
- Dwayne Smith

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IN RE: CONSIDER APPROVING LIFEGUARDS/CONCESSION, WEED EATERS FOR COUNCIL POOL AND PARK

G. Roger Rife, South Grundy District Supervisor asked what was the difference between a horse show and a swimming pool? I pay the workers at the horse show from funding for the horse show. Why do I have to pay and the rest don't?

L. Lee Moise, County Attorney stated that's a valid point. The swimming pool is the same as a horse show.

Mr. Rife stated the funds from the swimming pool goes into the Hurricane District accounts just as the horse show goes into my accounts.

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, Harold H. Fuller, William P. Harris, Earl Scott, Trey Adkins, G. Roger Rife, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to allow employees at the Council Pools to work up to 336 hours per week, which will be paid from Fund 1, General

Properties. After the 336 hours per week, the hourly wages will be paid from Hurricane District Highways Streets and Bridges account.

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IN RE: CONSIDER APPROVING THAT ALL TEMPORARY/PART-TIME EMPLOYEES THAT WORKS HORSE SHOWS AT THE POPLAR GAP PARK BE PAID FROM FUND 1, GENERAL PROPERTIES

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, William P. Harris, Earl Scott, Trey Adkins, G. Roger Rife, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve that all temporary/part-time employees that works horse shows at the Poplar Gap Park be paid from Fund 1, General Properties.

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IN RE: CONSIDER APPROVING BID AND AWARD OF CONTRACT FOR PEST CONTROL IN COUNTY/STATE OFFICES AND/OR BUILDINGS AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Trey Adkins seconded by Earl Scott and with a roll call vote of six (6) yeas, Trey Adkins, Harold H. Fuller, J. Carroll Branham, Earl Scott, G. Roger Rife, William P. Harris, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve the following Contract for pest control in county/state offices and/or buildings authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Contract on behalf of Buchanan County with the approval as to form by the County Attorney:

CONTRACT

THIS AGREEMENT, made and entered into this the 15th day of July, 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 **Pest Control Plus, Inc.**, 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 provide pest control services on a monthly basis based on the specifications set forth on the Invitation for Bid attached to this contract and made a part thereof by incorporation by reference as Exhibit "A" for the period of July 1st, 2017 to June 30th, 2018. This contract shall automatically renew annually for three (3) one year renewals unless one of the parties notifies the other in writing of an intent not to renew the contract. Such written notice of an intent not to renew shall be mailed no later than thirty (30) days prior to the last day of an annual contract period.

II.

The Vendor agrees that in providing pest control services on a monthly basis to the building set forth on Exhibit "A".

III.

County shall pay the Vendor for providing the services described in Exhibit "A" and further specified in this agreement the purchase price of:

Purchase bid price is: \$594.00 USD Per Month x 12 Months.

Payment of the purchase price shall be made within thirty (30) days of receipt of the monthly invoice submitted by the Vendor to the County.

IV.

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.

V.

No extra work, not required by the Quote document attached hereto as Exhibit "B" and hereinbefore mentioned shall be performed or other material furnished unless on written order of County certifying that the performance of such extra work or other material furnished has been approved and authorized by it.

VI.

Upon good cause shown by the Vendor, the County may in its discretion extend any deadline or time requirement set forth in this agreement.

VII.

No 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 without the advance written approval of the Buchanan County Board of Supervisors and compliance with Virginia Code Section 2.2-4309.

VIII.

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.

IX.

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. If the County elects to cancel this contract, the County shall only be liable for goods and service supplied immediately prior to cancellation.

X.

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.

XI.

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.

XII.

The vendor acknowledges that the privilege to submit bids to provide the County future goods and services shall be dependent upon the complete and strict adherence to the requirements set forth in this agreement.

XIII.

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 C. Horn, County Administrator
for Buchanan County, Virginia

VENDOR: PEST CONTROL PLUS, INC.

BY: _____
John J. Farris, President

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**IN RE: CONSIDER APPROVING BIDS FOR MOTOR OIL, SYNTHETIC OIL,
LUBRICATES, HEATING OIL AND OFF-ROAD DIESEL FUEL**

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

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

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

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with the following roll call vote of six (6) yeas, William P. Harris, Trey Adkins, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve the low bids for general office and data processing supplies used by county departments and offices.

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

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, Trey Adkins, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve the low bids for janitorial supplies used by county departments and offices.

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IN RE: CONSIDER APPROVING AN APPROVING AGREEMENT BETWEEN TROY & BANKS AND BUCHANAN COUNTY, VIRGINIA TO CONDUCT AN AUDIT OR SURVEY OF THE COUNTY'S GAS, ELECTRIC, TELECOMMUNICATIONS AND WATER/SEWER UTILITY SERVICE ACCOUNTS FOR THE PURPOSE OF SECURING REFUNDS, CREDITS AND COST REDUCTIONS RESULTING FROM DISCOVERY OF CHARGES OR COSTS IN EXCESS OF THOSE PERMITTED OR ALLOWED BY APPLICABLE CONTRACTS, TARIFFS, STATUTES, RULES AND REGULATIONS AND/OR FROM OVERCHARGES OR BILLING ERRORS, BASED ON THE COOPERATIVE PROCUREMENT DONE BY CHESTERFIELD COUNTY AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Harold H. Fuller seconded by William P. Harris and with a roll call vote of six (6) yeas, William P. Harris, Trey Adkins, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve the enclosed Agreement between Troy & Banks and Buchanan County, Virginia to conduct an audit or survey of the county's gas, electric, telecommunications and water/sewer utility service accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors.

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IN RE: CONSIDER ADOPTING AN APPROVING TO SCHEDULE A PUBLIC HEARING ON MONDAY, AUGUST 7TH AT 10:30 A.M. REGARDING FOUR (4) FRANCHISE AGREEMENTS BETWEEN BUCHANAN COUNTY INTER MOUNTAIN CABLE, INC.; CABLE PLUS, INC.; MCCLANAHAN CABLE, INC. AND MOUNTAIN CABLE, INC.

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller and with a roll call vote of six (6) yeas, William P. Harris, Trey Adkins, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to schedule a public hearing on **Monday, August 7th at 10:30 a.m.** regarding four (4) Franchise Agreements between Buchanan County and the following cable companies:

- Inter Mountain Cable, Inc.
- Cable Plus, Inc.
- McClanahan Cable, Inc.
- Mountain Cable, Inc.

**IN RE: CONSIDER APPROVING AN ADDITIONAL BUDGET
 APPROPRIATION/TRANSFER IN THE AMOUNT OF \$279,228.85 TO
 THE BUCHANAN COUNTY PUBLIC SERVICES AUTHORITY
 ACCOUNT FROM THE CNX GAS SPECIAL ACCOUNT AND TO
 ISSUE A CHECK IN THIS AMOUNT TO THE PSA. (PER LETTER
 DATED JUNE 7TH, 2016 FROM THE BOARD OF SUPERVISORS)**

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 six (6) yeas, William P. Harris, Trey Adkins, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve an additional budget appropriation/transfer in the amount of \$279,228.85 to the Buchanan County Public Services Authority account from the CNX Gas Special account and to issue a check in this amount to the PSA. (Per letter dated June 7th, 2016 from the board of supervisors)

**IN RE: CONSIDER PROPERTY ACQUISITION FOR BILL YOUNG
 MOUNTAIN, ROUTE 680**

Harold H. Fuller, Garden District Supervisor stated the Coal Haul Road committee has already awarded funding to negotiate and acquire the property on Bill Young Mountain, Route 680. There has been \$35,000 approved.

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 six (6) yeas, William P. Harris, Trey Adkins, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to negotiate to acquire property at the foot of Bill Young Mountain, Route 680 located in the Garden Magisterial District, which property will be purchased from the Coal Haul Road account. This purchase by the County is contingent upon the completion of a survey and the County Attorney completion of a title search of the property.

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 six (6) yeas, William P. Harris, Trey Adkins, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby ratify the following list of part-time employees:

KNOX
 Shawn Stacy
 Joshua Justus
SOUTH GRUNDY
 Caleb Hawk's
POPULAR GAP PARK
 Anthony Coleman
GARDEN
 Lukas Shortt
NORTH GRUNDY
 Greg Keen

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IN RE: CONSIDER APPROVING CONTRIBUTIONS

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, Trey Adkins, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve the following contributions:

Knox Creek Fire Dept.	\$7,528.00
Grundy High School (FBLA)	\$7,600.00
Feeding My Sheep	\$6,200.00
Jewell Ridge Vol. Fire Dept.	\$1,372.50
The American Legion	\$3,000.00
Hurley Youth, Inc.	\$2,000.00

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**IN RE: CONSIDER APPROVING TO TRANSFER THE SURPLUS
 FURNITURE AT THE FORMER E-911 OFFICE TO THE BUCHANAN
 COUNTY TECHNOLOGY CENTER**

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, Harold H. Fuller, G. Roger Rife, William P. Harris, Earl Scott, J. Carroll Branham, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to transfer the surplus furniture at the former E-911 Office to the Buchanan County Technology Center (Engineering Dept.) to be used by the Robotics Team.

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IN RE: CONSIDER RATIFYING PAYROLL AFTER REVIEW

After a general discussion by the board upon motion by Trey Adkins seconded by William P. Harris and with the following roll call vote of six (6) yeas, Trey Adkins, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Harold H. Fuller, zero (0) nays and one (1) absent, Craig Stiltner, 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 9TH, 2017. (INCLUDING THE BUCHANAN COUNTY HEAD START RATIFIED BILL LIST AND BILL LIST)

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, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Harold H. Fuller zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby ratify the payment of bills by Resolution adopted on January 9th, 2017. (including the Buchanan County Head Start ratified bill list and bill list)

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IN RE: CONSIDER APPROVING TO ALLOW BEN AND BENJI LOONEY TO FILL UP THE AREA FOR A BALLFIELD AT POPLAR GAP PARK ATHLETIC FIELDS

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 six (6) yeas, Trey Adkins, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Harold H. Fuller, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to allow Ben and Benji Looney to fill up the area for a ballfield at Poplar Gap Park Athletic Fields.

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IN RE: CONSIDER APPROVING ENTERTAINMENT LABOR DAY WEEKEND

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, Trey Adkins, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Harold H. Fuller, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to enter into an agreement with Arron Tippin in the amount of \$17,000 for entertainment the weekend of Labor Day to be held at the Poplar Gap Park and paid out of South Grundy Park and Recreation account.

IN RE: ADJOURNMENT

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

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

Robert Craig Horn, County Administrator