

**MINUTES**

A regular meeting of the Buchanan County Board of Supervisors was held on Monday the 7<sup>th</sup> day of August, 2017 starting at 10:00 o'clock a.m. in the boardroom of the Buchanan County Courthouse located in Grundy, Virginia.

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

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

----- 000 -----

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

----- 000 -----

**IN RE: CONSIDER APPROVING MINUTES FOR JULY 17<sup>th</sup>, 2017**

After a general discussion by the board upon motion by William P. Harris seconded by G. Roger Rife and with a roll call vote of five (5) yeas, William P. Harris, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, zero (0) nays, one (1) abstention, Craig Stiltner and one (1) absent, Trey Adkins, this board did hereby approve the minutes for July 17<sup>th</sup>, 2017.

----- 000 -----

**IN RE: SENATOR BEN CHAFINS – CONSIDER ADOPTING THE RESOLUTION IN SUPPORT OF THE HYDROELECTRIC PUMPED STORAGE AND REVENUE SHARING**

Senator Ben Chafin stated we have an important project to be located in the coalfield counties, a hydroelectric pumped storage facility. During the 2017 session of the Virginia General Assembly, they recognized the benefits in passing House Bill 1760, sponsored by Delegates Terry Kilgore and Todd Pillion and Senate Bill 1418, sponsored by Ben Chafin, he stated.

The bills authorize electric utilities to apply to the Virginia State Corporation Commission for permission to construct pumped hydroelectric storage facilities in Virginia's Coalfield Region. The coalfield region is made up of the counties of Russell, Tazewell, Dickenson, Buchanan, Lee, Wise and Scott, as well as the City of Norton.

Dominion Coal is in the process of evaluating a dozen or more sites throughout the coalfield region where the hydroelectric facilities could be developed, stated Senator Chafin.

Senator Chafin requested the board to adopt a resolution to approve a revenue and cost sharing plan regardless of where the facilities are located in the coalfield region. This project will be a home run for all Southwest Virginia Coalfield Region, he stated.

J. Carroll Branham, Chairman asked what the time line was for the storage facilities?

Senator Chafin stated once the resolution is approved by all localities, we hope to get an announcement from Dominion Coal of where they're going. We have five (5) out of eight (8) localities that has approved the resolution.

This revenue sharing is designated so that nobody gets left out, commented Senator Chafin.

Dan Poteet, representative from Dominion Coal stated we've been doing studies looking at all the different counties, and we came up with a great number of site, so we have consultants engaged. Now, we are walking through those sites and going through a process of eliminations.

Dominion Coal already has a 3,000-megawatt pump storage facility in Bath County, stated Mr. Poteet. The one in the coalfields region won't be quite as large as Bath County's, but could provide up to 50 permanent jobs once construction is completed. The construction phase of the project could provide up to 2,000 jobs, he stated.

A pumped hydro-storage facility consists of building a lower reservoir and an upper reservoir and you basically pump the water from the lower reservoir to the upper at night and then during the daytime when you need peak power, you release the water back it goes through a turbine and produces electricity, commented Mr. Poteet. This project isn't going to happen overnight, it could take up to ten (10) years to complete all phases of development from site studies and licensing to consulting and construction.

Craig Stiltner, Rocklick District Supervisor stated if a small lake was developed for this project, it could be used for recreational purposes and enhance everything in an area.

The lake wouldn't be open to the public, due to increase in water at periods of time, stated Mr. Poteet.

Mr. Branham asked how Smith Mountain Lake does it?

Mr. Poteet stated I'm not sure how they do.

Mr. Stiltner stated Buchanan County has two (2) areas that is an abandoned mine that water runs 24 hours a day seven (7) days a week. Nothing ever comes to Buchanan County and Buchanan County is the top of coal production counties, he stated. There's millions of gallons of water flowing into the creeks from these areas.

G. Roger Rife, South Grundy District Supervisor asked how much land was it going to take for this project?

It depends upon how big of a facility is built, stated Mr. Poteet. Usually, it's about 200 to 300 hundred acres per reservoir. The more elevation you can get the smaller the reservoir and less land. It depends on the typography of the land, he stated.

Where the reservoir is located, that county will receive some tax base, stated Mr. Rife.

Senator Chafin stated the county where the reservoir is located will have some costs along with it.

It will be a lost tax for Buchanan County if the project is located in another county, stated Mr. Rife. Buchanan County produced eight (8) million tons of coal last year and Dickenson County only three (3) million tons.

Mr. Stiltner stated whatever county ends up with this will have a win/win, due to increase in jobs and tax base.

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

## **RESOLUTION**

### **SUPPORT OF HYDROELECTRIC PUMPED STORAGE AND REVENUE SHARING**

Whereas, the legislative leadership of Virginia's Coalfield Region has recognized that development of a hydroelectric pumped storage facility could produce new jobs and investment that will bring significant economic benefits for Southwest Virginia localities; and

Whereas, the 2017 session of the General Assembly also recognized these benefits in passing House Bill 1760, sponsored by Delegates Terry Kilgore and Todd Pillion, and Senate Bill 1418, sponsored by Senator Ben Chafin; and

Whereas, the legislation designed to promote construction of hydroelectric pumped storage and renewable facilities in the Coalfield Region was signed by Governor McAuliffe and became law on July 1; and

Whereas, the Board of Supervisors and administration of Buchanan County have consistently worked for many years to bring more investment and jobs to our locality; and

Whereas, a proposed hydroelectric pumped storage facility offers a rare and significant opportunity to our county and region to gain these benefits and to strengthen our economy; and

Whereas, regional cooperation and prosperity can best be achieved by the sharing of any tax revenues and cost derived from any hydroelectric pumped storage located in Virginia's Coalfield Region among all the city and county governments within the region; and

Whereas, this revenue and cost sharing would result in the in the greatest benefits to the citizens and local governments in the region;

Now, therefore, be it resolved, by the Board of Supervisors of Buchanan County, Virginia that this Board strongly supports construction of a hydroelectric pumped storage facility in Virginia' s Coalfield Region; and

Be it further resolved, that the Board also supports evaluation of sites in our area for possible construction of such a facility, a project with great potential to strengthen our community and provide a better quality of life for many generations of our residents; and

Be it further resolved, that the Board supports the concept of revenue and cost sharing among the city and county governments within Virginia's Coalfield Region for any tax revenue and cost derived from a hydroelectric pumped storage facility constructed within the region.

This resolution was adopted on the 7<sup>th</sup> day of August, 2017.

Recorded Vote:

Motion made by: Craig Stiltner  
Second by: Harold H. Fuller  
Yeas: Seven  
Nays: Zero

---

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

ATTEST:

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

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

**IN RE: JON RIFE – UPDATE ON GRUNDY KIWANIS MEETING ROOM**

Jon Rife with the Grundy Kiwanis Club stated the old Italian Village, which is now the Grundy Kiwanis Club meeting room is getting updated at the present time. We're working to update the building and getting rid of the mold. The building was damaged previously and was dire need of some renovations, he stated. We didn't want the board to wonder what was going on, especially with the rumors that's been going around. As of today, the renovations are about 80% complete, he stated.

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

**IN RE: RICHARD LEE, LITTER CONTROL OFFICER – UPDATE WITH THE YEARLY REPORT ON PROGRESS AND PROGRAMS**

Richard Lee, Litter Control Officer stated currently there's 120 probationers working off their fines in the Assign-A-Highway Program picking up trash. We have up to 300 per year total. This year we've worked over 700 miles already and yearly about 1,300 to 1,400 miles. Buchanan County has 1,100 miles of Virginia Department of Transportation (VDOT) highways.

There were three (3) people charged with litter violations, he stated. The problem is, you have to catch people littering to write a ticket.

I've answered 150 phone calls in 2017 already, stated Mr. Lee.

We've done 18 dump cleanups this year with 1,201 bags collected, he stated. In 2014 we collected 10,826, 2015 we collected 9,287, 2016 we collected 11,418 and for this year we've already collected 6,975 of trash along the VDOT highways.

We've partnered with other groups and organizations, which has resulted in cleaning approximately 30 miles of streams and over 368 bags of trash, stated Mr. Lee.

We are in the process of opening a new recycling station at Tractor Supply at Vansant, stated Mr. Lee. We average ten (10) tractor loads of recycling per year.

We have successfully taken down 99 abandoned structures, with one (1) going to court now, he stated. I'm going through all seven (7) districts looking for any abandoned structures that are unsafe to present to the board for approval to move forward in getting them removed.

At the Breaks Interstate Park, all fourth and fifth graders in Buchanan and Dickenson Counties participate in education programs, stated Mr. Lee. Also, education programs were presented to over 1,313 students through Kids in the Woods, Groundwater Festival and classroom presentations.

Harold H. Fuller, Garden District Supervisor stated by October 1<sup>st</sup>, an area near Jewell Valley should be opened as a trout fishing stream.

Trey Adkins, Knox District Supervisor requested Keith Baldwin, Public Works Director to check on getting Mr. Lee a vehicle for his use as Litter Control Officer.

Craig Stiltner, Rocklick District Supervisor stated Mr. Lee needs something reliable.

Mr. Lee thanked the board for allowing him to update them on what his office has been doing.

----- 000 -----

**IN RE:            ROBERT GOLDSMITH, PRESIDENT AND CEO FOR PEOPLE INC.  
                      - ANNUAL REPORT**

Robert Goldsmith, President and CEO for People Inc. provided the Annual Report for People Inc. for 2016, which ended June 30<sup>th</sup>, 2016. The total budget for People Inc. was \$13 million. The total economic impact was \$110 million.

We served over 6,000 people last year, stated Mr. Goldsmith.

We have ten (10) employees based here in the office with six (6) of these residents from Buchanan County and the other four (4) residents from Dickenson County, he stated.

People Inc. assisted 405 individuals in Buchanan County last year, three (3) children for health care and provided shelter for 170 for domestic violence and assault issues, stated Mr. Goldsmith.

We worked with 16 first-generation college students and six (6) ex-offenders that were released needing housing and jobs, commented Mr. Goldsmith. People Inc. was awarded a grant for Project Discovery, to extend services at all high schools in the county

next year. Project Discovery assists students with college preparation for low-income families and first-generation students.

People Inc. assisted in providing free income tax preparations for residents, stated Mr. Goldsmith.

We weatherized thirty (30) households in the county and provided 24 rental homes for low income residents, he stated.

Mr. Goldsmith stated the Grundy Town Center turns seven (7) this year. People Inc. provided funding for the center and now at the end of this year, People Inc. will forgive the loan.

He thanked Mr. Stiltner and Mr. Adkins for their service on the People Inc. board.

----- 000 -----

**IN RE: KEITH VIERS, EXECUTIVE DIRECTOR OF CUMBERLAND PLATEAU REGIONAL HOUSING AUTHORITY – TO DISCUSS THE FUNDING REQUEST FOR FISCAL YEAR 2017/2018**

Keith Viers, Executive Director for Cumberland Plateau Regional Housing Authority (CPRHA) requested funding to assist the housing authority. We have some issues that we're dealing with in Hurley currently, which should be resolved soon. Also, in the past several years we've either through new construction or renovations for 45 to 50 homes in Buchanan County for the very low-income families.

Mr. Viers stated he had submitted a budget request for \$5,000.

Robert C. Horn, County Administrator stated three (3) or four (4) years ago, the county budgeted \$5,000 for CPRHA, then it was cut to \$2,000. I won't recommend the board do any additional appropriations through the budgeted year.

Trey Adkins, Knox District Supervisor stated this is a good entity that does honorable work for the county.

G. Roger Rife, South Grundy District Supervisor asked where will we get the money, since Mr. Horn is saying no additional appropriations.

Upon motion by Trey Adkins and with no second to his motion, Mr. Adkins requested a roll call vote as follows: six (6) yeas, Trey Adkins, Harold H. Fuller, J. Carroll Branham, William P. Harris, Earl Scott, Craig Stiltner and one (1) nay, G. Roger Rife, this board did hereby approve an additional appropriation in the amount \$5,000.00 to Cumberland Plateau

Regional Housing Authority (CPRHA), account number 81080-5604 and to issue a check in this amount to CPRHA.

----- 000 -----

**IN RE: DANNY TILLER, RESIDENT – DISCUSS CELL PHONE TOWER**

Danny Tiller, resident stated I provided a copy of the letter from Robert Picchi with Blue Ridge Advisory Services Group regarding the cell phone tower that was supposed to be put on my property at Shortts Gap. Beacon Towers kept calling me and telling me that they were going to put the tower on my property.

I went ahead and spent \$72,000 on a garage at my home, because I was told I would have my money within four (4) months for the property, stated Mr. Tiller. I would've spent it if I had known they were going to put the tower somewhere else.

Now, I'm going to find out who owns the property where they put the cell phone tower at Oakwood, he stated. I wished the county could've stopped what happened. Also, I'm going to call News Center 5 and the governor's office, stated Mr. Tiller. They picked the wrong person to cheat.

Robert C. Horn, County Administrator stated the cell phone tower was built with Virginia Coalfield Economic Development Funds (VCEDA).

Craig Stiltner, Rocklick District Supervisor stated I don't know what happened regarding your property, but there was another location at the top of the mountain behind the pharmacy school and they let a balloon loose to see if the cell phone tower would be seen from the school. I heard this was the reason the tower wasn't put behind the school.

Now the tower is at river level and it's good for nothing, but to fish off of, stated Mr. Stiltner. The money spent for the tower was a total waste.

Trey Adkins, Knox District Supervisor stated I wouldn't waste any money in hiring an attorney.

I would take my money and make this public, stated Mr. Stiltner. I've been against where they put this tower since the beginning. Buchanan County didn't spend any money on the tower, it was VCEDA. This board has no say on this issue.

----- 000 -----

**IN RE:           MARCUS STILTNER, COAL HAUL ROAD ENGINEER -  
CONSIDER APPROVING THE RESOLUTION FOR WINDMILL  
ROAD, COUNTY ROAD NUMBER 4282 AND DEED OF GIFT  
BETWEEN DONALD LEE BALL AND BIRTTY BALL, HUSBAND  
AND WIFE; GARY DEAN BALL AND BUCHANAN COUNTY,  
VIRGINIA AND AUTHORIZE 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**

Marcus Stiltner, Coal Haul Road Engineer stated the proposed resolution and deed regarding Windmill Road, county road number 4282 is an extension and has been reviewed by the committee and meets the requirements of the Coal Haul Road Policy.

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, William P. Harris, Earl Scott, G. Roger Rife, J. Carroll Branham, Craig Stiltner, Harold H. Fuller, zero (0) nays and one (1) absent, Trey Adkins, this board did hereby approve the following Resolution for Windmill Road, County Road number 4282 and Deed of Gift between Donald Lee Ball and BirTTY Ball, Husband and Wife; Gary Dean Ball 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 DONALD LEE  
BALL AND BIRTTY BALL, HUSBAND AND WIFE AND GARY DEAN BALL TO  
BUCHANAN COUNTY, VIRGINIA REGARDING WINDMILL ROAD LOCATED  
IN THE HURRICANE MAGISTERIAL DISTRICT,  
COUNTY ROAD NUMBER 4282**

**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 Donald Lee Ball and BirTTY Ball, Husband and Wife; Gary Dean Ball 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 7<sup>th</sup> day of August, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **DONALD LEE BALL and BIRTTY BALL, husband and wife, and GARY DEAN BALL;** 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 Hurricane Magisterial District for the traveling public, named Windmill Road, County Road # 4282; 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 Hurricane Magisterial District for the traveling public, named Windmill Road, County Road # 4282; 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 Windmill Road, County Road # 4282 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:

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

**REFERENCE D.B. 524 PG. 239, DONALD LEE BALL and BIRTTY BALL**

**BEGINNING** at a point on the corner of the proposed turn area said point has an approximate NAD 1983 Virginia South Zone coordinate value of N= 3,567,233.483 and E= 10,452,099.391; thence S 18°40'18" E a distance of 40.67' to a point a corner to the proposed turn area; thence S 81°46'50" W a distance of 40.00' to a point a corner to the proposed turn area; thence N 18°40'18" W a distance of 40.67' to a point a corner to the proposed turn area; thence N 81°46'50" 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.

**REFERENCE INST. NO. 170000800 GARY DEAN BALL**

**BEGINNING** at a point on the proposed Northern right-of-way of Windmill Road, and in line with the existing pavement, said point has an approximate NAD 1983 Virginia South Zone Coordinate Value of N=3,567,276.471 and E=10,452,283.196 thence crossing said Windmill Road S 36°13'11" E a distance of 20.09' to a point on the proposed Southern right-of-way of Windmill Road; thence with said proposed Southern right-of-way and with a curve turning to the right with an arc length of 110.04', with a radius of 176.23', with a chord bearing of S 66°30'06" W, with a chord length of 108.26' to a point; thence S 81°46'50" W a distance of 87.53' to a point on the proposed Southern right-of-way and on the proposed turning area; thence with the said proposed turning area and crossing Windmill Road N 18°40'18" W a distance of 20.34' to a point on the proposed Northern right-of-way of Windmill Road; thence with the proposed Northern right-of-way the following, N 81°46'50" E a distance of 91.68' to a point; thence with a curve turning to the left with an arc length of 99.80', with a radius of 156.23', with a chord bearing of N 66°15'03" E, with a chord length of 98.12'; to the point of beginning, having an area of 3890.546 square feet, and containing 0.089 acres more or less.

Source and title for grantors: Donald Lee Ball and Birtty Ball, acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in in Deed Book 524, Page 239 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 # 029D on Tax Map #2HH-129.

Source and title for grantors: Gary Dean Ball acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in Instrument NO. 170000800 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 # 029A Tax Map #2HH-129

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 7<sup>th</sup> day of August, 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.

----- 000 -----

**IN RE:            CONSIDER APPROVING REQUEST TO ADMINISTER PROJECT FORMS FOR THE STATE OF GOOD REPAIR (SGR) BRIDGE PROJECTS**

Marcus Stiltner, Coal Haul Road Engineer stated I talked to Amy Frye with the Virginia Department of Transportation who said there wasn't an agreement needed for the State of Good Repair (SGR) Bridge Projects. There's 13 projects in the county and at the meeting last month the board adopted the Resolution authorizing the documents for the projects.

----- 000 -----

**IN RE:            CONSIDER APPROVING TO ISSUE A CHECK TO THE BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY (PSA)**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Harold H. Fuller, William P. Harris, Earl Scott, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby approve to issue a check in the amount of \$500,000.00 to the Buchanan County Public Service Authority (PSA) from the Coal Haul Road account for funding approved for the Hurley VII Waterline Project.

----- 000 -----

**IN RE: PUBLIC HEARING – 10:30 A.M. – TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED ADOPTION OF CABLE FRANCHISE AGREEMENTS WITH INTER MOUNTAIN CABLE, INC; CABLE PLUS, INC.; MCCLANAHAN CABLE, INC.; MOUNTAIN CABLE, INC. AND BUCHANAN COUNTY, VIRGINIA**

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

----- 000 -----

**IN RE: CONSIDER APPROVING THE FRANCHISE AGREEMENT BETWEEN BUCHANAN COUNTY AND MOUNTAIN CABLE, INC. AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND ROBERT CRAIG HORN, COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH AGREEMENT ON BEHALF OF BUCHANAN COUNTY TO ACKNOWLEDGE ITS ACCEPTANCE OF SUCH PROPERTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Upon motion by Craig Stiltner seconded Trey Adkins and a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, J. Carroll Branham, Earl Scott, Harold H. Fuller, G. Roger Rife, zero (0) nays and one (1) absent, William P. Harris, this board did hereby approve the Franchise Agreement between Buchanan County and Mountain Cable, Inc. and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney. A copy of the Franchise Agreement is located in the Buchanan County Administrator's Office, 4<sup>th</sup> floor of the courthouse for review.

----- 000 -----

**IN RE:            CONSIDER APPROVING THE FRANCHISE AGREEMENT  
BETWEEN BUCHANAN COUNTY AND CABLE PLUS INC. AND  
AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY  
BOARD OF SUPERVISORS AND ROBERT CRAIG HORN, COUNTY  
ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO  
EXECUTE SUCH AGREEMENT ON BEHALF OF BUCHANAN  
COUNTY TO ACKNOWLEDGE ITS ACCEPTANCE OF SUCH  
PROPERTY WITH THE APPROVAL AS TO FORM BY THE  
COUNTY ATTORNEY**

After a general discussion by the board upon motion by Craig Stiltner seconded Trey Adkins and a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, J. Carroll Branham, Earl Scott, Harold H. Fuller, G. Roger Rife, zero (0) nays and one (1) absent, William P. Harris, this board did hereby approve the Franchise Agreement between Buchanan County and Cable Plus, Inc. and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney. A copy of the Franchise Agreement is located in the Buchanan County Administrator's Office, 4<sup>th</sup> floor of the courthouse for review.

----- 000 -----

**IN RE:            CONSIDER APPROVING THE FRANCHISE AGREEMENT  
BETWEEN BUCHANAN COUNTY AND MCCLANAHAN CABLE,  
INC. AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN  
COUNTY BOARD OF SUPERVISORS AND ROBERT CRAIG HORN,  
COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY,  
VIRGINIA TO EXECUTE SUCH AGREEMENT ON BEHALF OF  
BUCHANAN COUNTY TO ACKNOWLEDGE ITS ACCEPTANCE OF  
SUCH PROPERTY WITH THE APPROVAL AS TO FORM BY THE  
COUNTY ATTORNEY**

After a general discussion by the board upon motion by Craig Stiltner seconded Trey Adkins and a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, J. Carroll Branham, Earl Scott, Harold H. Fuller, G. Roger Rife, zero (0) nays and one (1) absent, William P. Harris, this board did hereby approve the Franchise Agreement between Buchanan County and Mountain Cable, Inc. and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney. A copy of the Franchise

Agreement is located in the Buchanan County Administrator's Office, 4<sup>th</sup> floor of the courthouse for review.

----- 000 -----

**IN RE:            CONSIDER APPROVING THE FRANCHISE AGREEMENT  
BETWEEN BUCHANAN COUNTY AND INTER MOUNTAIN CABLE,  
INC. AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN  
COUNTY BOARD OF SUPERVISORS AND ROBERT CRAIG HORN,  
COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY,  
VIRGINIA TO EXECUTE SUCH AGREEMENT ON BEHALF OF  
BUCHANAN COUNTY TO ACKNOWLEDGE ITS ACCEPTANCE OF  
SUCH PROPERTY WITH THE APPROVAL AS TO FORM BY THE  
COUNTY ATTORNEY**

After a general discussion by the board upon motion by Craig Stiltner seconded Trey Adkins and a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, J. Carroll Branham, Earl Scott, Harold H. Fuller, G. Roger Rife, zero (0) nays and one (1) absent, William P. Harris, this board did hereby approve the Franchise Agreement between Buchanan County and Inter Mountain Cable, Inc. and authorize the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney. A copy of the Franchise Agreement is located in the Buchanan County Administrator's Office, 4<sup>th</sup> floor of the courthouse for review.

----- 000 -----

**IN RE:            CONSIDER APPROVING TO RENEW THE CONTRACT FOR AN  
ADDITIONAL YEAR WITH DISCOVERY BENEFITS FOR COBRA  
ADMINISTRATIVE SERVICES WITH NO RATE CHANGE**

After a general discussion by the board upon motion by Trey Adkins seconded Craig Stiltner and a roll call vote of seven (7) yeas, William P. Harris, Trey Adkins, Craig Stiltner, J. Carroll Branham, Earl Scott, Harold H. Fuller, G. Roger Rife and zero (0) nays, this board did hereby approve to renew the Contract for an additional year with Discovery Benefits for COBRA Administrative Services with no rate change.

----- 000 -----

**IN RE:            CONSIDER ADDITIONAL REGISTRATION FOR TELEMEDICINE  
ALONG WITH THE ANNUAL PHYSICALS REQUIREMENTS TO BE  
ELIGIBLE FOR THE INCENTIVE ON THE EMPLOYEES' SHARE  
OF HEALTHCARE PREMIUM**

L. Lee Moise, County Attorney stated telemedicine is another element to the wellness program for the consolidated group. Telemedicine allows the employee and spouses to talk to a doctor without having to visit one with no co-pay.

After a general discussion by the board upon motion by Trey Adkins seconded Craig Stiltner and a roll call vote of seven (7) yeas, William P. Harris, Trey Adkins, Craig Stiltner, J. Carroll Branham, Earl Scott, Harold H. Fuller, G. Roger Rife and zero (0) nays, this board did hereby approve the additional registration for telemedicine along with the annual physicals requirements to be eligible for the incentive on the employees' share of healthcare premium.

----- 000 -----

**IN RE:            CONSIDER PROPOSED CHANGES TO HEALTH CARE PLAN FOR  
THE BUCHANAN COUNTY CONSOLIDATED GROUP FOR PLAN  
YEAR OCTOBER 1<sup>ST</sup>, 2017 THROUGH SEPTEMBER 30<sup>TH</sup>, 2018.**

This issue was tabled at this time.

----- 000 -----

**IN RE:            CONSIDER APPROVING THE BUCHANAN COUNTY HEAD START  
TO SUBMIT A FY 2018 REFUNDING GRANT IN THE AMOUNT OF  
\$1,783,401.00**

After a general discussion by the board upon motion by Harold H. Fuller seconded Trey Adkins and a roll call vote of seven (7) yeas, William P. Harris, Trey Adkins, Craig Stiltner, J. Carroll Branham, Earl Scott, Harold H. Fuller, G. Roger Rife and zero (0) nays, this board did hereby approve the Buchanan County Head Start to submit a FY 2018 refunding grant in the amount of \$1,783,401.00.

----- 000 -----

**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, William P. Harris, Trey Adkins, J.

Carroll Branham, Earl Scott, Harold H. Fuller, G. Roger Rife, 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 \$7,605.25;
- Additional appropriation to Hurricane District Park and Rec., account number 71040-6022-02 in the amount of \$6,984.60;
- Additional appropriation to South Grundy District Park and Rec., account number 71040-5604-07 in the amount of \$200.00;
- Additional appropriation to Athletic Field Supplies, account number 71040-5604-09 in the amount of \$237.17;
- Additional appropriation to Coal Road, 41090 in the amount of \$2,920.00;
- Additional appropriation to Garden District Park and Rec., account number 71060-7010-03 in the amount of \$600.00;
- Additional appropriation to Garden District Park and Rec., account number 71060-7010-03 in the amount of \$600.00;
- Additional appropriation to Garden District Park and Rec., account number 71060-7010-03 in the amount of \$1,200.00;
- Additional appropriation to Rowe Community Center, account number 53050-5604-02 in the amount of \$75.00;
- Additional appropriation to Whitewood Community Center, account number 71040-5604-01 in the amount of \$275.00;
- Additional appropriation to Sheriff's Office, vehicle power equipment, account number 31020-6009 in the amount of \$7,415.79.

----- 000 -----

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

After a general discussion by the upon motion by Trey Adkins seconded Harold H. Fuller and a roll call vote of six (6) yeas, William P. Harris, Trey Adkins, J. Carroll Branham, Earl Scott, Harold H. Fuller, G. Roger Rife, zero (0) nays and one (1) absent, Craig Stiltner, this board did hereby approve to issue a check in the amount of \$50.00 to Arvil Quinley for a coyote claims from Fund 10, livestock claims account number 35010-8104.

----- 000 -----

**IN RE: CONSIDER APPROVING BID AND CONTRACT TO SUPPLY MATERIAL AND APPLY THE ASPHALT SEALER AT THE WILLIAM P. HARRIS PARK AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND ROBERT CRAIG HORN, COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

This issue was tabled at this time.

----- 000 -----

**IN RE: CONSIDER APPROVING THE COMMUNITY SERVICE AGREEMENT WITH CLINCH VALLEY COMMUNITY ACTION, INC.**

This issue was tabled at this time.

----- 000 -----

**INRE: CONSIDER REAPPOINTMENTS AND/OR APPOINTMENTS TO THE BUCHANAN COUNTY APPALACHIAN COLLEGE OF PHARMACY BOARD OF TRUSTEES. (ROBERT C. HORN, G. ROGER RIFE AND EURAL VIERS)**

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

----- 000 -----

**IN RE: CONSIDER APPROVING AN SALARY INCREASE FOR DWAYNE KEEN**

Harold H. Fuller, Garden District Supervisor stated Dwayne Keen was given promotion at the same time that Jack Jackson was promoted. Last month Mr. Jackson received a salary increase and Mr. Keen wasn't included.

G. Roger Rife, South Grundy District Supervisor stated we keep raising employees'

salaries after we adopted a budget. I think we need to try and follow the budget, he stated. We gave all county employees a \$800 salary increase. I'm going to start voting "no", commented Mr. Rife. We need to adopt a budget and follow it.

After a general discussion by the board upon motion by Harold H. Fuller and seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Earl Scott, Craig Stiltner, G. Roger Rife, William P. Harris, Trey Adkins, J. Carroll Branham and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$5,366.79 to sanitation, payroll, (salaries and wages) 42020-1150 and a salary increase in the amount of \$5,366.79 for Dwayne Keen from \$47,734.21 to \$53,101.00.

----- 000 -----

**IN RE:            CONSIDER APPROVING A SALARY INCREASE FOR BOBBY JOE MATNEY**

After a general discussion by the board upon motion by Trey Adkins and seconded by William P. Harris and with the following roll call vote of six (6) yeas, Harold H. Fuller, Earl Scott, Craig Stiltner, William P. Harris, Trey Adkins, J. Carroll Branham and one (1) nay G. Roger Rife, this board did hereby approve a salary increase in the amount of \$5,000.00 for Bobby Joe Matney and an additional appropriation to county garage, payroll, (salaries and wages) 12210-1150.

----- 000 -----

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

Upon a motion by Harold H. Fuller seconded by Trey Adkins and with a roll call vote of seven (7) yeas, William P. Harris, Trey Adkins, Harold H. Fuller, J. Carroll Branham, G. Roger Rife, Earl Scott, Craig Stiltner and zero (0) nays, this board agreed to convene in closed session as permitted by 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; Virginia Code Section, 2.2-3711 (A)(7) consultation with legal counsel regarding an update on the Regional Industrial Facilities Authority and Project Jonah and Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding the abandoned structures beside the Vansant Presbyterian Church.

-----

Motion was made by Earl Scott to return from closed session seconded by Harold H. Fuller and with a roll call vote of seven (7) yeas, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins, Craig Stiltner and zero (0) nays.

This board's meeting resumed in open session after being in executive session for two (1) hour and thirty-six (36) minutes.

---

A motion by Harold H. Fuller seconded by Earl Scott, with J. Carroll Branham, Chairman of the Buchanan County Board of Supervisors announcing during such session the board had also discussed Virginia Code Section, 2.2-3711 (A)(1), Virginia Code Section, 2.2-3711 (A)(1), a personnel matter involving the E-911 Dispatchers; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the plan changes to the Consolidated Health Insurance Group; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding Buster Road/Bridge and Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the gas line for Riverview Elementary/Middle School with right-of-way issues.

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

The motion was agreed upon by the following roll call vote of seven (7) yeas, Craig Stiltner, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and zero (0) nays.

---

000

**IN RE:            CONSIDER PROPOSED CHANGES TO HEALTH CARE PLAN FOR  
THE BUCHANAN COUNTY CONSOLIDATED GROUP FOR PLAN  
YEAR OCTOBER 1<sup>ST</sup>, 2017 THROUGH SEPTEMBER 30<sup>TH</sup>, 2018**

After a general discussion by the board upon motion by Craig Stiltner seconded Harold H. Fuller and a roll call vote of seven (7) yeas, Craig Stiltner, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and zero (0) nays, this board did hereby approve the change to the Health Care Plan for the Buchanan County Consolidated group to include registration by employees and spouses for telemedicine in the Tri-Health Wellness Plan, which also includes an annual physical by employees and spouses by December 31<sup>st</sup>, 2017.

**IN RE: CONSIDER APPROVING BID AND CONTRACT TO SUPPLY MATERIAL AND APPLY THE ASPHALT SEALER AT THE WILLIAM P. HARRIS PARK AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND ROBERT CRAIG HORN, 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 of William P. Harris seconded by Trey Adkins and with a roll call vote of seven (7) yeas Craig Stiltner, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Earl Scott, Trey Adkins and zero (0) nays, this board did hereby approve the bid and the following contract to supply material and apply the asphalt sealer at the William P. Harris Park and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Contract on behalf of Buchanan County with the approval as to form by the County Attorney. This will be paid from Hurricane District General Supplies account.

**CONTRACT**

**THIS AGREEMENT**, made and entered into this the 7<sup>th</sup> day of August, 2017 by and between **BUCHANAN COUNTY**, a political subdivision of the Commonwealth of Virginia, party of the first part, and **KYLE RATLIFF, 6425 Helen Henderson Hwy, Honaker, Virginia 24260**, party of the second part, hereinafter referred to as “Contractor”.

**WITNESSETH:**

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

**I**

The Contractor agrees to supply materials and apply asphalt sealer by hand at and around ballfield and batting cage at the William P. Harris Park, 1125 Quinn Branch Road, Honaker, VA 24260 located in the Hurricane Magisterial District, pursuant to the scope of services contained within "**THE INVITATION TO BID**" and make a part of this contract by reference thereto, as **Exhibit “A”** in Buchanan County, a copy of which is attached hereto and made a part hereof by reference.

## II

The Contractor agrees to perform and complete or cause to be performed or completed all such construction in accordance with the techniques and methods of construction provided for by applicable law, the standards of the construction industry, and the specifications referenced above. The Contractor further agrees that all equipment and materials used in the installation shall meet all those requirements and specifications in compliance with the laws of the United States and the Commonwealth of Virginia.

## III

The Contractor shall, at his own cost and expense, obtain and pay for all licenses, permits, certificates and surveys required for the completion of the work under this Agreement.

## IV

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers' Compensation Act as well as liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate(s) of Insurance to the County verifying coverage and that the Buchanan County, Va. Board of Supervisors are listed as an additional insured on all insurance policies.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision and direction of Buchanan County or its designated agents or employees. The Contractor will not subcontract any of the work described herein without the prior approval of the Buchanan County Board of Supervisors. The Contractor will guarantee any work which would be performed by the sub-contractors. The Contractor further agrees to notify the County Administrator at least 24 hours before commencing work hereunder. If the contract amount exceeds \$100,000.00 the Contractor shall post both a performance bond and payment bond each in the amount of the contract award.

## V

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

## VI

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement the sum of **Three Thousand and Six**

**Hundred Dollars (\$3,600.00)** upon the satisfactory completion of the aforesaid project. No partial performance payments will be made.

## VII

A. Anything in this Agreement to the contrary notwithstanding, the final payment above set forth shall not become due and payable to the Contractor until thirty (30) days after the satisfactory completion of such project and until after the said Contractor has delivered to the Board satisfactory evidence that all claims, liens, and claims for liens and assignments of any sums due hereunder of Contractor's laborers, workmen and material men or any other persons, firms, associations, or corporations who may have performed any labor or furnished any materials under, or in connection with the performance of this Agreement have been paid in full.

B. The County shall notify the Contractor in writing of any defect or impropriety, which could prevent payment by the payment date within twenty (20) days of the completion of the project and the receipt of the materials described in Paragraph 7 A herein.

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

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

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

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

F. Interest shall accrue at the legal rate.

G. The contractor shall include in each of its subcontracts a provision requiring each

subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

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

### **VIII**

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

### **IX**

In the event that the Contractor fails to complete the work required of him under this Agreement or abandons the said work or in any other way is in default of performance hereunder, the Board and its agents shall have the right to enter upon the premises upon, which the work is being done and take possession thereof and of any material thereon, whether supplied by the Contractor or otherwise, and use such material and complete the said Agreement through workmen or contractors or subcontractors employed by the Contractor and in every way perform the Agreement as is required to be done by the Contractor. In the event that the cost of such work and the furnishing of such material as may be required to be furnished exceeds the amount then remaining due the Contractor under the said Agreement, the Contractor shall pay to the Board the amount of such deficiency. But if such amount remaining in the hands of the Board under this Agreement at the time of the default of the Contractor exceeds the amount required to complete the said Agreement, then upon such completion the Buchanan County Board of supervisors shall pay such surplus to the Contractor.

### **X**

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

## XI

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

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

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

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

## **XII**

The Contractor shall, at all times, keep all roads, in the construction area, open and passable to normal traffic, considering short delays, which may be necessary in the performance of the work covered by the Agreement.

## **XIII**

No extra work, not required by the plans and specifications hereinbefore mentioned, shall be performed or other material furnished unless on written order of the Board certifying that the performance of such extra work has been approved and authorized by it in accordance with the provisions of Virginia Code section 2.2-4309 .

## **XIV**

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

## **XV**

The Contractor shall commence work under the terms of this Agreement on or before August 21<sup>st</sup>, 2017 following the date of execution of this Agreement and shall complete all such work on or before thirty (30) calendar days (weather permitting) after the execution of this Agreement. However, in the event the contractor is unable to complete said project within thirty (30) calendar days, contractor is hereby required to request in writing an extension for an additional period not to exceed twenty (20) days, from the Board. It shall be in the sole discretion of the Board to either grant or not to grant an extension of the time to complete the construction of the project. No extension shall be granted for contractor's failing to properly plan or anticipate the actual time required to complete the project nor for contractor's overextension of labor and materials or failure of subcontractor or supplier to timely perform. A penalty for failing to meet project deadlines or extensions thereof shall accrue as follows: 5% of contract amount upon the first day of default and an additional 1% of the contract balance for each weekday (holidays excluded) thereafter until the project is

completed and approved by the Board.

**XVI**

No modification of any of the terms of this contract, nor any extension of the length of time allowed for the completion of the work governed by this contract, shall be valid without the advance written approval of the Buchanan County Board of Supervisors and in compliance with Va. Code section 2.2-4309.

The Contractor shall not assign his rights or obligations under this Agreement, nor have more than fifty percent (50%) of the work required by this Agreement performed by sub-contractors without the prior written approval of the Buchanan County, Va. Board of Supervisors.

**XVII**

Claims by the Contractors shall be made in accordance with Section 11-69 of the 1950 Code of Virginia, as amended, and shall include a sworn written statement of facts substantiating such claims, together with copies of all documents and photographs which tend to substantiate such claims. The Contractor shall be allowed to appear before the Board of Supervisors within thirty (30) days after having filed such claim to present its argument in support of such claim. The Board of Supervisors shall rule on such claim in writing within sixty (60) days of the time set for such hearing.

**XVIII**

The parties agree that in the event the Contractor defaults in its performance of this Agreement or in the event that any money is paid by the Contractor's surety for the completion of this Contract, that the Contractor shall be disqualified from bidding on any future county construction projects for a period of two (2) years.

**XIX**

The County may cancel this Agreement at any time based upon a decision by the Buchanan County Board of Supervisors that such cancellation is in the best interest of the County. Any such decision shall be a discretionary decision of the Board. In the event of a cancellation pursuant to this paragraph, then the County shall not be liable to the Contractor for his bidding cost or for any amount other than the fair market value of the construction work completed by the Contractor pursuant to this Contract as of the time of the cancellation.

**XX**

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Buchanan County shall be the proper

venue for any litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction.

**XXI**

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.

**XXII**

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

**EXECUTED IN DUPLICATE ORIGINALS.**

**WITNESS** the following signatures and seals:

**BUCHANAN COUNTY BOARD OF SUPERVISORS**

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

ATTEST:

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

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

**IN RE: CONSIDER SCHEDULING INTERVIEWS FOR THE COMMUNITY SERVICE DIVERSION PROGRAM SUPERVISOR**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Harold H. Fuller, G. Roger Rife, William P. Harris, Earl Scott, J. Carroll Branham and zero (0) nays, this board did hereby approve to schedule interviews for the Community Service Diversion Program Supervisor position on Monday, September 18<sup>th</sup>, 2017 at 8:00 a.m.

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

**IN RE: CONSIDER REQUEST FROM THE BUCHANAN COUNTY SHERIFF'S OFFICE FOR TWO (2) FULL-TIME DISPATCHERS**

This issue was tabled, no action taken.

----- 000 -----

**IN RE: CONSIDER ADOPTING A RESOLUTION TO REQUEST THE VIRGINIA STATE LEGISLATURES TO CEASE IMPOSING NEW AND BEGIN REMOVING EXISTING UNFUNDED MANDATES ON ITS LOCAL SCHOOL SYSTEM AND OTHER COUNTY OPERATIONS**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Harold H. Fuller, G. Roger Rife, William P. Harris, Earl Scott, J. Carroll Branham and zero (0) nays, this board did hereby adopt the following Resolution to request the Virginia State Legislatures to cease imposing new and begin removing existing unfunded mandates on its local school system and other county operations:

**RESOLUTION**

**A RESOLUTION TO REQUEST THE VIRGINIA STATE LEGISLATURE CEASE IMPOSING NEW AND BEGIN REMOVING EXISTING UNFUNDED MANDATES ON ITS LOCAL SCHOOL SYSTEMS AND OTHER COUNTY OPERATIONS**

**WHEREAS**, just as unfunded mandates imposed by the federal government transfer an inappropriate financial burden to the states, unfunded state mandates imposed on its local school systems and other county operations transfer an inappropriate financial burden to the localities; and

**WHEREAS**, there currently exists many such state mandates imposed on local school systems and other county operations that are significantly underfunded; and

**WHEREAS**, if a desired outcome were sufficiently justified to require such a mandate, then surely it would be equally justified to adequately fund its implementation; and

**WHEREAS**, if state legislators are so convinced as to the advantages of a specific mandate that they are willing to provide it with their legislative support, then they will surely have the courage of their convictions to raise the necessary funds for its full implementation; and

**THEREFORE, BE IT RESOLVED**, the Buchanan County Board of Supervisors officially requests the Virginia State Legislature to cease and desist imposing new unfunded mandates on local school systems and other county operations; and

**BE IT FURTHER RESOLVED**, that the Buchanan County Board of Supervisors officially requests the Virginia State Legislature to begin the process of either removing or fully

funding all existing state unfunded mandates imposed on local school systems and other county operations.

Recorded Vote:

Motion Made By: Craig Stiltner

Second By: Harold H. Fuller

Yeas: Seven

Nays: Zero

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

Buchanan County, Va. Board of Supervisors

Attest:

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

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

**IN RE: CONSIDER APPROVING TO TRANSFER \$12,000 FROM FUND 31 TO THE BUCHANAN COUNTY SHERIFF’S DEPARTMENT RESTITUTION REVENUE ACCOUNT (#3-1-18990-124) FOR EQUIPMENT, TRAINING, SUPPLIES ETC.**

After a general discussion by the board upon motion by William P. Harris seconded Earl Scott and a roll call vote of seven (7) yeas, William P. Harris, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approving to transfer \$12,000 from Fund 31 to the Buchanan County Sheriff’s Department restitution revenue account (#3-1-18990-124) for equipment, training, supplies etc.

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

**IN RE: CONSIDER RATIFYING THE AGREEMENT BETWEEN BUCHANAN COUNTY BOARD OF SUPERVISORS AND APPALACHIAN POWER COMPANY**

After a general discussion by the board upon motion by Harold H. Fuller seconded William P. Harris and a roll call vote of seven (7) yeas, William P. Harris, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby ratify the Agreement between Buchanan County Board of Supervisors and Appalachian Power Company.

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

**IN RE: CONSIDER RATIFYING THE CHILDREN’S JUSTICE ACT  
STATEMENT OF GRANT AWARD FROM DEPARTMENT OF  
CRIMINAL JUSTICE SERVICES**

After a general discussion by the board upon motion by Trey Adkins seconded Harold H. Fuller and a roll call vote of seven (7) yeas, William P. Harris, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby ratify the Children’s Justice Act Statement of Grant Award from Department of Criminal Justice Services.

----- 000 -----

**IN RE: BILL KEENE, TREASURER – END OF THE YEAR REPORT**

Bill Keene, Treasurer stated on June 30<sup>th</sup>, 2017, the budget expense for the county was \$39,247,459 and the revenue collected was \$44,995.492.

Assets for total cash accounts was \$31,294,180.32 and total assets is \$45,251,187.36 and total liabilities is \$45,251,187.36, stated Mr. Keene.

He stated that mineral licenses tax increased to \$641,751.17. Also, methane gas tax was up to \$108,297.93.

This year was a good collection year with \$7,900,522.45 collected for personal property taxes and \$7,679,680.77 in real estate taxes, stated Mr. Keene.

----- 000 -----

**IN RE: CONSIDER APPROVING THE VICTIM WITNESS PROGRAM  
STATEMENT OF GRANT AWARD FROM DEPARTMENT OF  
CRIMINAL JUSTICE SERVICES AND AUTHORIZE THE COUNTY  
ADMINISTRATOR TO EXECUTE THE DOCUMENT.**

After a general discussion by the board upon motion by Trey Adkins seconded Craig Stiltner and a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, Craig Stiltner, G. Roger Rife, Earl Scott, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby approve the Victim Witness Program Statement of Grant Award from Department of Criminal Justice Services and authorized the County Administrator to execute the document.

----- 000 -----

**IN RE: CONSIDER APPROVING THE VIRGINIA DOMESTIC VIOLENCE VICTIM FUND STATEMENT OF GRANT AWARD FROM DEPARTMENT OF CRIMINAL JUSTICE SERVICES AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENT**

After a general discussion by the board upon motion by Trey Adkins seconded Earl Scott and a roll call vote of seven (7) yeas, Trey Adkins, Harold H. Fuller, Craig Stiltner, G. Roger Rife, Earl Scott, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby approve the Virginia Domestic Violence Victim Fund Statement of Grant Award from Department of Criminal Justice Services and authorized the County Administrator to execute the document.

----- 000 -----

**IN RE: CONSIDER SETTLEMENT PROPOSAL IN THE TOWN OF GRUNDY VS. BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY (PSA) & BUCHANAN COUNTY CASE**

After a general discussion by the board upon motion by William P. Harris seconded by Craig Stiltner and with a roll call vote of six (6) yeas, William P. Harris, Earl Scott, G. Roger Rife, Harold H. Fuller, Craig Stiltner, J. Carroll Branham, zero (0) nays and one (1) abstention, Trey Adkins, this board did hereby approve the proposed settlement of the case of the Town of Grundy vs. the Buchanan County Public Service Authority(PSA) and Buchanan County, Virginia on the following terms:

- A) The town would be entitled to two (2) members on the PSA Board for four (4) years then go down to one (1) member on the PSA Board.
- B) The town will submit three (3) names for each of the two (2) vacancies for the board of supervisors to make the appointments of the two (2) members from the town to the PSA Board; and after the four (4) years the town will submit one name to the Board of Supervisors for the appointment for the town's one (1) member to the PSA Board.
- C) The town will immediately convey all the town's waterworks/sewer works to the PSA.
- D) The 1985 sewer agreement will be terminated.
- E) The 1988 lease between the town and PSA will be terminated.
- F) The town would not be required at this time to make financial contributions to the PSA, but some formula would be developed in the Joinder Agreement that would

provide for the town to financially support the PSA when and if the town's financial circumstances improved in the future.

- G) The Town, County and PSA will cooperate to pursue and complete the statutory joinder process as forth in 15.2-5112.

----- 000 -----

**IN RE: CONSIDER APPROVING LEASE AGREEMENT BETWEEN BUCHANAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA) AND BUCHANAN COUNTY BOARD OF SUPERVISORS IN REGARDS TO TEMPORARY USE OF THE IDA BUILDING ON SLATE CREEK FOR LOCAL GOVERNMENT OFFICES**

After a general discussion by the board upon motion by Earl Scott seconded Craig Stiltner and a roll call vote of seven (7) yeas, William P. Harris, Earl Scott, G. Roger Rife, Harold H. Fuller, Craig Stiltner, J. Carroll Branham, Trey Adkins and zero (0) nays, this board did hereby adopt the following Lease Agreement between Buchanan County Industrial Development Authority (IDA) and Buchanan County Board of Supervisors in regards to temporary use of the IDA building on Slate Creek for local government offices:

**THIS LEASE AGREEMENT** made and entered into this 7<sup>th</sup> day of August, 2017 by and between 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" or "Lessor") whose address is 2644 Ruffed Grouse Lane, Grundy, VA 24614, and **BUCHANAN COUNTY, VIRGINIA**, (hereinafter referred to as "County" or "Lessee"), a political subdivision of the Commonwealth of Virginia, whose address is P.O. Box 950, Grundy, Virginia 24614.

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

THAT, WHEREAS, the Lessor is an Authority, a body politic and corporate established pursuant to the laws of the Commonwealth of Virginia; and

WHEREAS, the Lessee is a County and a political subdivision of the Commonwealth of Virginia; and

WHEREAS, the Lessee is in need of temporary office space of local government and court personnel during the Courthouse Renovation Project and the possible construction of a new Government Center; and

WHEREAS, the Lessor owns property, including a building on Slate Creek (hereinafter sometimes referred to as the “Slate Creek Property”) in Buchanan County which has been designated for a future Optometry School, but is currently not in use; and

WHEREAS, with some modifications the Lessor’s property on Slate Creek would meet the Lessee’s need for temporary office space; and

WHEREAS, for the benefit to inure to the public and other good and valuable consideration the Lessor and Lessee desire to enter into a lease in regard to the “Slate Creek Property” on the terms set forth herein; and

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

- 1) The IDA agrees to lease, and the County agrees to rent the “Slate Creek Property” to be utilized as temporary office space for local government personnel and court personnel.
- 2) TERM: IDA will lease the “Slate Creek Property” to the County for a term of one (1) year beginning the 7<sup>th</sup> day of August, 2017, and which may be renewed by mutual consent of both parties for an additional terms of one (1) year unless the same is cancelled by the County. The County may cancel this lease by giving thirty (30) days’ notice to the IDA. The Lessor shall not have the right to terminate this Lease except in the event that the County defaults in observing its obligations as provided herein. The County shall pay the IDA the sum of One Dollar and No Cents (\$1.00) per year. In addition to the annual rent of One Dollar and No Cents (\$1.00) per year, the County will make improvements and modifications to the Slate Creek Property necessary for its use as temporary offices for local government and court personnel. Such improvements and modifications to the Slate Creek Property shall be solely at the County’s expense. At the end of the lease the IDA will communicate with the County as to the need to restore the Slate Creek Property to its original condition as it existed just prior to the entry of the parties into this lease. If such restoration is requested by the IDA, the County will provide such restoration solely at its expense.
- 3) USE: During the term of this lease, Lessee shall use the Slate Creek Property for temporary office space for local government and court personnel, including the conducting of court proceedings.

- 4) MAINTENANCE AND REPAIRS: Lessee, at Lessee's expense, shall maintain the Slate Creek Property and all improvements therewith in good order and repair, ordinary wear and tear excepted.
- 5) SURRENDER: Lessee shall peacefully surrender the aforesaid Slate Creek Property to the IDA at the expiration or other termination of the term hereof in as good a condition as when received, ordinary wear and tear excepted.
- 6) HOLDING OVER: If the Lessee, with the IDA's consent, remains in possession of the aforesaid Slate Creek Property after the expiration or other termination of the term hereof, such possession shall be a tenancy from day to day based upon all other provisions of this lease pertaining to the obligations and duties of the Lessee.
- 7) ALTERATIONS AND ADDITIONS: The Lessee shall make no alterations, installations, additions, or improvements to the aforesaid Slate Creek Property without the IDA's prior written consent. However, it is understood that certain improvements and alterations will be need to make the property useable as temporary office space. Accordingly, the IDA will not unreasonably withhold its consent to such needed improvements and alterations.
- 8) INSURANCE: Lessee shall maintain, at Lessee's expense, real and personal property liability/comprehensive insurance covering the Slate Creek Property for the joint benefit of County and IDA, with coverage of not less than an amount to cover the replacement costs of said personal and real property located on the Slate Creek Property. Upon the commencement date of this lease, and thereafter as reasonably requested by IDA, the Lessee shall provide to the IDA evidence of insurance required to be maintained by Lessee pursuant to this lease. Such evidence of insurance shall be in a form reasonably acceptable to IDA. Each policy required herein shall contain an agreement that it will not be canceled or modified without at least thirty (30) days' notice to IDA.
- 9) DAMAGE OR DESTRUCTION: If the aforesaid Slate Creek Property is totally or partially destroyed by any casualty, this lease may be immediately terminated by either party hereto. If the Lessee's employees, agents, contractors, licensees, or invitees negligently or intentionally causes damage or destruction to the aforesaid Slate Creek Property not covered by such insurance, Lessee agrees to repair such damage or destruction with reasonable promptness at its own cost and

expense so that the aforesaid Slate Creek Property is restored to its condition immediately prior to such damage or to replace said Slate Creek Property.

- 10) ASSIGNMENT AND SUBLETTING: Lessee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of the aforesaid Slate Creek Property, without the IDA's prior written consent.
- 11) QUIET POSSESSION: Upon the Lessee paying the rent for the aforesaid Slate Creek Property and observing and performing all of the covenants, conditions, and provisions on the Lessee's part to be observed and performed hereunder, the Lessee shall have quiet possession and use of the aforesaid Slate Creek Property for the entire term hereof subject to all of the provisions of this lease.
- 12) AUTHORITY ACCESS: The IDA and its agents and employees shall have the right to inspect the aforesaid Slate Creek Property upon reasonable notice and at reasonable times for the purposes of inspecting the same, showing the same to prospective purchasers, lenders, or tenants, or performing any work IDA elects to undertake made necessary by reason of Lessee's default under the terms of this lease; provided, however, IDA shall have no obligation to undertake any such activity.
- 13) SEVERABILITY: If any provision of this lease shall be declared invalid or unenforceable, the remainder of this lease shall continue in full force and effect.
- 14) ENTIRE AGREEMENT AND AMENDMENTS: This lease contains all the agreements between the parties hereto regarding the subject matters hereof and may not be modified in any manner other than by agreement in writing signed by both the parties hereto.
- 15) NOTICES: All notices provided for herein shall be in writing and be sent by registered or certified mail, postage fully prepaid, return receipt requested, to County Administrator, P.O. Box 950, Grundy, Virginia 24614 and to the IDA, at 2644 Ruffed Grouse Lane, Grundy, Virginia 24614.
- 16) EFFECT OF WAIVER OR FORBEARANCE: No waiver by the IDA of any breach of any obligations, agreements, covenants, or representations under this lease shall be a waiver of any subsequent breach or of any other obligation, agreement,

covenant, or representation, nor shall any forbearance by the IDA to seek a remedy for any breach be a waiver by IDA of its rights and remedies with respect to that or any other breach.

17) CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

18) BINDING EFFECT: Subject to any provisions hereof restricting assignment or subletting by Lessee, the covenants, conditions, and agreements contained in this lease shall bind and inure to the benefit of the IDA and County as well as their respective successors and assigns.

19) COMPLIANCE WITH LAW: Lessee shall, at the Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, in effect during the term or any part of the term hereof, regulating the use of the aforesaid Slate Creek Property.

20) REQUISITE AUTHORITY: The Buchanan County Board of Supervisors resolved that the County enter into this Lease Agreement on the 7<sup>th</sup> day of August, 2017, and authorized Carroll Branham, Chairman, of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County to execute this document on behalf of County in a form approved by the County Attorney.

21) The IDA resolved that the IDA enter into this Lease Agreement on the 19<sup>th</sup> day of January, 2017, and authorized Jay Rife, Chairman of the Board of Directors of the IDA to execute this document on behalf of said IDA in a form approved by the undersigned counsel to the IDA.

22) COUNSEL REVIEW: This document was prepared by Lawrence L. Moise, County Attorney for Buchanan County, and the IDA. acknowledges that it has been afforded the opportunity to have this lease reviewed by its attorney, Vern Pressley and that Lawrence L. Moise III represents only the County in the preparation and execution of this lease agreement.

Witness the following signatures and seals.

LESSOR: BUCHANAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: \_\_\_\_\_(SEAL)  
Jay Rife, Chairman of IDA Board  
12696

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Vern Presley, Counsel to the IDA

LESSEE: BUCHANAN COUNTY, VIRGINIA

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

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

APPROVED TO AS TO FORM ONLY:

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

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

**IN RE: CONSIDER SETTING SALARIES FOR THE NEWLY APPOINTED  
SPECIAL CONSERVATORS OF THE PEACE (SCOP) TO PATROL  
THE JEWELL VALLEY ATV TRAIL**

Harold H. Fuller, Garden District Supervisor stated the Special Conservators of the Peace (SCOP) have their uniforms and training and are ready to start patrolling the Jewell Valley ATV Trail. Also, they'll be issuing monitoring the requirement for a fishing permit for trout fishing at Jewell Valley. Their pay will be based on a \$12.00 per hour rate and will be paid from Garden District Highways, Streets and Bridges account; and any sales of trout fishing permits will be put back into this account to help defray the costs of the SCOPs.

After a general discussion by the board upon motion by Harold H. Fuller seconded by William P. Harris and with the following roll call vote of seven (7) yeas, Harold H. Fuller, William P. Harris, Earl Scott, G. Roger Rife, Trey Adkins, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby approve to set the hourly rate for the newly appointed Special Conservators of the Peace (SCOP) to patrol the Jewell Valley ATV Trail at \$12.00 per hour up to 28 hours per week from Garden District Highways, Streets and Bridges account.

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

**IN RE:            CONSIDER APPROVING CONTRIBUTION/S**

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

Veterans of Foreign Wars	\$1,650.00
Patterson Volunteer Fire Dept.	\$9,400.00
Patterson Volunteer Fire Dept.	\$2,980.00
Twin Valley Girls Basketball Boosters, Inc.	\$700.00
Big Rock Volunteer Fire Dept.	\$9,852.26
Harman Volunteer Fire Dept.	\$4,600.00
Twin Valley High School (school supplies)	\$1,000.00
Knox Creek Volunteer Fire Dept.	\$5,785.00
Dismal River Rescue Squad, Inc.	\$8,526.00
Hurley Youth Sports (FY 2017-2018 budget)	\$10,000.00
Twin Valley Little League Boosters, Inc. (FY 2017-2018 budget)	\$10,000.00
Buchanan County Youth League Football Assoc. (FY 2017-2018 budget)	\$10,000.00

----- 000 -----

**IN RE:            CONSIDER APPROVAL TO HIRE TIM STILTNER AS A  
TEMPORARY/PART TIME EMPLOYEE FOR THE BUCHANAN  
COUNTY SANITATION DEPARTMENT**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Earl Scott and with the following roll call vote of seven (7) yeas, Harold H. Fuller, William P. Harris, Earl Scott, G. Roger Rife, Trey Adkins, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby approve to hire Tim Stiltner as a temporary/part-time employee for the Buchanan County Sanitation Dept. at an hourly rate of \$12.00.

----- 000 -----

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

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

----- 000 -----

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

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

----- 000 -----

**IN RE: CONSIDER SCHEDULING A PUBLIC HEARING REGARDING THE ORDINANCE TO CREATE A REGIONAL INDUSTRIAL FACILITIES AUTHORITY PURSUANT TO SECTION 15.2-6400 ET SEQ. OF THE CODE OF VIRGINIA**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Harold H. Fuller, William P. Harris, Earl Scott, G. Roger Rife, Trey Adkins, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby approve to schedule a public hearing on Monday, September 18<sup>th</sup> at 10:40 a.m. to hear public comments regarding the proposed Ordinance to create a Regional Industrial Facilities Authority pursuant to Section 15.2-6400 et.seq. of the Code of Virginia.

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that the Buchanan County Board of Supervisors will hold a public hearing at 10:40 a.m. on the 18<sup>th</sup> day of September 2017 in the Board of Supervisors Meeting Room in the basement of the Buchanan County Courthouse in Grundy, Virginia. The purpose of that hearing will be to entertain and receive public comment on:

1) The proposed adoption of an Amended Ordinance entitled:

**“AN ORDINANCE TO CREATE  
A REGIONAL INDUSTRIAL FACILITIES AUTHORITY  
PURSUANT TO SECTION 15.2-6400 ET SEQ. OF THE CODE OF VIRGINIA”**

The proposed amended ordinance creates a Regional Industrial Facilities Authority to encourage economic development in the four-county region consisting of Buchanan County, Tazewell County, Russell County and Dickenson County. The proposed amendments to the ordinance clarify the purpose of the Cumberland Industrial Facilities Authority formed by the Counties of Buchanan, Russell and Tazewell. The proposed amendments also provide for an agreement among Buchanan, Russell and Tazewell County to provide for mutual terms for participation in projects of the Authority, including committing future tax revenues derived from the projects of the Authority to the Authority, pursuant to Va. Code section 15.2-6406 of the Code of Virginia of 1950, as amended.

Any interested person is invited to appear and take whatever action they deem necessary under the circumstances. The proposed Amended Ordinance is available upon request at the Buchanan County Administrator's Office on the fourth floor of the Buchanan County Courthouse in Grundy, Virginia.

**PLEASE CONDUCT YOURSELF ACCORDINGLY.**

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

\_\_\_\_\_  
Date

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

**IN RE:            CONSIDER APPROVING AN ADDITIONAL BUDGET  
                     APPROPRIATION TO E-911 AND TO TRANSFER THE FUNDING  
                     TO DISMAL RIVER RESCUE SQUAD**

Harold H. Fuller, Garden District Supervisor stated North Grundy and Rocklick Districts doesn't have a rescue squad. I've asked them to join the Dismal River Volunteer Rescue Squad since everything is ready to go and already set up. We need \$100,000 transferred from E-911 account to the rescue squad account to help restructure the rescue squad so they can provide services for three (3) districts not just the Garden District.

I've got problems with the rescue squad now, since everyone has left, stated Mr. Fuller. There's no employees there.

G. Roger Rife, South Grundy District Supervisor stated asked if the funds were going to be used to pay the workers?

No, we're not going to pay them, stated Mr. Fuller. It's not going to be a 24 hour

rescue squad service.

It's going to create something like the pay raises, where everybody else that's not getting paid is going to come here and request additional funding, stated Mr. Rife.

It's county, but it's not county, stated Mr. Fuller. The rescue squad is its own entity. The board won't have nothing to do with it, as far as that part of it, he stated.

What's going to happen is that all the other districts fire and rescue departments are going to ask for a \$100,000 too, stated Craig Stiltner, Rocklick District Supervisor.

Any payments to the rescue squad employees would come from the billings generated by the services provided by the rescue squad, stated Mr. Fuller.

This is a one-time thing, he commented. We are just trying to get this organized and if it doesn't work, then we're going to shut it down.

J. Carroll Branham, Chairman stated it should be self-sufficient.

You have to take care of your residents, stated Mr. Fuller. They're not too many young people in this county anymore only elderly people, he commented.

Trey Adkins, Knox District Supervisor stated the Garden District doesn't have a Rescue 33 like they do in the heart of Grundy.

After a general discussion by the board upon motion by Harold H. Fuller and with no second to his motion, Mr. Fuller requested a roll call vote as follows: seven (7) yeas, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve an additional budget appropriation to E-911 in the amount of \$100,000 and to transfer the \$100,000 to Dismal River Rescue Squad, account number 32030-5305-6.

----- 000 -----

**IN RE:            CONSIDER APPROVING TO HAVE THE PROPERTY SURVEYED  
                         AND APPRAISED FOR THE PURPOSE OF WIDENING LITTLE  
                         PRATER ROAD LOCATED IN THE SOUTH GRUNDY DISTRICT**

After a general discussion by the board upon motion by G. Roger Rife seconded Harold H. Fuller and a roll call vote of seven (7) yeas, G. Roger Rife, Harold H. Fuller, Trey Adkins, Craig Stiltner, Earl Scott, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby approve to have the property surveyed and appraised for the purpose of widening Little Prater Road located in the South Grundy District.

**IN RE:           ADJOURNMENT**

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