

**MINUTES**

An organizational meeting of the Buchanan County Board of Supervisors was held on the 9<sup>th</sup> day of January 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  
G. Roger Rife  
Harold H. Fuller  
William P. Harris  
Earl Scott  
Craig Stiltner  
Trey Adkins

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

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

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**IN RE: ELECTION OF CHAIRMAN**

At this time, Robert Craig Horn, County Administrator, asked for nominations for chairman.

Earl Scott nominated J. Carroll Branham as chairman with no other nominations for chairman, then upon motion by William P. Harris seconded by Trey Adkins and with a roll call vote of seven (7) yeas, J. Carroll Branham, William P. Harris, Trey Adkins, Craig Stiltner, Earl Scott, G. Roger Rife, Harold H. Fuller and zero (0) nays, nominations for election of chairman were closed with J. Carroll Branham elected as Chairman for the Buchanan County Board of Supervisors for the calendar year 2017.

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**IN RE: ELECTION OF VICE-CHAIRMAN**

At this time, J. Carroll Branham, asked for nominations for Vice-Chairman, Trey Adkins nominated William P. Harris seconded by Craig Stiltner and with no other nominations and with a roll call vote of six (6) yeas, Trey Adkins, J. Carroll Branham, Harold H. Fuller, Earl Scott, Craig Stiltner, William P. Harris and one (1) nay, G. Roger Rife, nominations for elections of Vice-Chairman were closed and William P. Harris was elected Vice-Chairman for the Buchanan County Board of Supervisors for the calendar year 2017.

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**IN RE:            CONSIDER ADOPTION OF PARLIAMENTARY PROCEDURES-  
ROBERTS RULES OF ORDER**

After a general discussion by the board concerning the Roberts Rules of Order, upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, G. Roger Rife, Trey Adkins, J. Carroll Branham, Harold H. Fuller, Earl Scott, Craig Stiltner, William P. Harris and zero (0) nays, this board did hereby adopt the Roberts Rules of Order, which shall govern the order and procedures of meetings of the Buchanan County Board of Supervisors insofar as they do not conflict with applicable state law.

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**IN RE:            CONSIDER APPROVAL OF MINUTES FOR DECEMBER 5<sup>TH</sup>,  
2016**

After a general discussion by the board upon motion by Craig Stiltner seconded by G. Roger Rife and with a unanimous voice vote by the board, this board did hereby approve the minutes for December 5<sup>th</sup>, 2016.

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**IN RE:            CONSIDER APPOINTMENT OF THE COAL HAUL ROAD AND  
GAS IMPROVEMENT ADVISORY COMMITTEE MEMBER (1)**

After a general discussion by the board upon motion by Trey Adkins with no second to his motion Mr. Adkins requested a roll call vote seven (7) yeas, G. Roger Rife, Trey Adkins, J. Carroll Branham, Harold H. Fuller, Earl Scott, Craig Stiltner, William P. Harris and zero (0) nays, this board did hereby approve to appoint Craig Stiltner to the Coal Haul Road and Gas Improvement Advisory Committee for 2017.

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**IN RE:            CONSIDER APPOINTMENT OF THE BOARD OF SUPERVISORS  
INSURANCE COMMITTEE (2)**

After a general discussion by the board upon motion by Trey Adkins seconded by Earl Scott and with a unanimous voice vote by the board, this board did hereby appoint J. Carroll Branham and Craig Stiltner to the Board of Supervisors Insurance Committee for 2017.

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**IN RE:            CONSIDER APPOINTMENT OF THE BOARD OF  
SUPERVISORS' EMERGENCY SERVICES DIRECTOR**

After a general discussion by the board upon a motion by Trey Adkins seconded by William P. Harris and with a unanimous voice vote by the board, this board did hereby approve to reappoint Robert Craig Horn, County Administrator as the Emergency Services Director for Buchanan County for 2017.

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**IN RE:            CONSIDER BOARD OF SUPERVISORS' VIRGINIA COALFIELD  
ECONOMIC DEVELOPMENT AUTHORITY (VCEDA) MEMBER,  
IF THE CHAIRMAN DOESN'T WANT TO SERVE**

After a general discussion by the board upon a motion by Craig Stiltner seconded by Trey Adkins and with a unanimous voice vote by the board, this board did hereby reappoint J. Carroll Branham, Chairman to the Virginia Coalfield Economic Development Authority (VCEDA) as representative for Buchanan County.

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**IN RE:            CONSIDER APPOINTMENT TO THE BUCHANAN COUNTY  
PLANNING COMMISSION**

After a general discussion by the board upon motion by Earl Scott seconded by Craig Stiltner and with a unanimous voice vote by the board, this board did hereby reappoint G. Roger Rife to the Buchanan County Planning Commission.

Mr. Stiltner requested that the Planning Commission provide a copy of the minutes or records for the board of supervisors to review.

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**IN RE:            CONSIDER APPOINTMENT OF A BOARD OF SUPERVISORS'  
MEMBER TO PEOPLE INC.**

After a general discussion by the board upon a motion by Trey Adkins seconded by Earl Scott and with a roll call vote of seven (7) yeas, Earl Scott, Trey Adkins, Craig Stiltner, Harold H. Fuller, G. Roger Rife, William P. Harris, J. Carroll Branham, this board did hereby appoint Craig Stiltner to the People Incorporated Board of Directors. Also, Mr. Stiltner requested that People Inc. provide a list of residents in Buchanan County that works in Buchanan County and employed by People Inc.

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**IN RE:            CONSIDER ADOPTING A RESOLUTION REGARDING THE  
                         APPOINTMENT AND/OR REAPPOINTMENT FOR THE CLERK  
                         FOR THE BUCHANAN COUNTY BOARD OF SUPERVISORS**

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

**RESOLUTION**

**THEREFORE BE IT RESOLVE** that Buchanan County Board of Supervisors does hereby appoint and/or reappoint Robert Craig Horn, County Administrator as Clerk for the Buchanan County Board of Supervisors, until such power has been revoked by the Board of Supervisors.

Adopted this the 9<sup>th</sup> day of January 2017 by a vote of seven for and zero against.

Recorded Vote:  
Moved by: William P. Harris  
Seconded by: Earl Scott  
Yeas: Seven  
Nays: Zero

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Chairman of the Buchanan County  
Board of Supervisors

ATTEST:

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Robert Craig Horn, County Administrator

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**IN RE:            CONSIDER ADOPTING A RESOLUTION AUTHORIZING THE  
                         CHAIRMAN OF BOARD OF SUPERVISORS, THE TREASURER,  
                         AND COUNTY ADMINISTRATOR OF BUCHANAN COUNTY,  
                         VIRGINIA TO ENDORSE CHECKS, BANK DRAFTS AND  
                         OTHER FINANCIAL INSTRUMENTS ON BEHALF OF  
                         BUCHANAN COUNTY**

After a general discussion by the board upon a motion by William P. Harris seconded by Earl Scott and with a roll call vote of seven (7) yeas, Earl Scott, Trey Adkins, Craig Stiltner, Harold H. Fuller, G. Roger Rife, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby adopt the following Resolution authorizing the Chairman of the Board of Supervisors, the Treasurer, and County Administrator of Buchanan County, Virginia to endorse checks, bank drafts and other financial instruments on behalf of Buchanan County:

**RESOLUTION**

**WHEREAS**, the Buchanan County Board of Supervisors do hereby authorize the Chairman of the Buchanan County Board of Supervisors, the Treasurer and County Administrator of Buchanan County, Virginia to endorse checks, bank drafts, and other financial instruments on behalf of Buchanan County, Virginia in accordance with applicable state statutes.

Adopted this the 9<sup>th</sup> day of January 2017 by a vote of seven for and zero against.

Recorded Vote:  
Moved by: William P. Harris  
Seconded by: Earl Scott  
Yeas: Seven  
Nays: Zero

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

ATTEST:

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Robert Craig Horn, County Administrator

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**IN RE:            CONSIDER ADOPTING A RESOLUTION SETTING THE MEETING SCHEDULE FOR THE BOARD OF SUPERVISORS, ADOPTION OF HOLIDAYS, AND A PAY SCHEDULE FOR THE YEAR 2016**

After a general discussion by the board upon a motion by William P. Harris seconded by Earl Scott and with a roll call vote of seven (7) yeas, Earl Scott, Trey Adkins, Craig Stiltner, Harold H. Fuller, G. Roger Rife, William P. Harris, J. Carroll Branham and zero (0) nays, this board did hereby adopt the following Resolution setting the meeting schedule for the Board of Supervisors, adoption of holidays, and a pay schedule for the year 2017:

**RESOLUTION**

**IN RE: Buchanan County Board of Supervisors Regular Board Meetings, Employees Pay Schedule and Setting the County Holiday Schedule for year 2017**

**THEREFORE BE IT RESOLVED**, the Buchanan County Board of Supervisors hereby sets the regular board meetings, pay schedule for Buchanan County employees and set the county holidays according to State of Virginia (§2.2-3300) for year 2017 as follows:

Meetings are the first Monday of each month except July and September 2016 (Code of Virginia, Section 15.2-1416), starting times set for 10:00 a.m. including January 2017.

- |                          |   |
|--------------------------|---|
| February 6 <sup>th</sup> | August 7 <sup>th</sup>                        |
| March 6 <sup>th</sup>    | September 11 <sup>th</sup> (due to Labor Day) |
| April 3 <sup>rd</sup>    | October 2 <sup>nd</sup>                       |
| May 1 <sup>st</sup>      | November 6 <sup>th</sup>                      |



claims owed by the County that will fall due before the Board of Supervisors' next regular meeting. All such warrants shall be signed by the County Administrator and counter-signed by the Chairman of the Board of Supervisors after said bills or claims have been approved by the County Administrator. Said bill and claim payments shall be reviewed, approved and ratified by the Board of Supervisors at the Board of Supervisors next regular meeting.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 9<sup>th</sup> day of January 2017 by a roll call.

Moved by: William P. Harris

Seconded by: Trey Adkins

Yeas: Seven

Nays: Zero

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Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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Robert Craig Horn, County Administrator

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**IN RE:            CONSIDER ADOPTING A RESOLUTION REGARDING  
WORKERS' COMPENSATION FOR THE BOARD OF  
SUPERVISORS**

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

**RESOLUTION**

**IN RE: WORKERS' COMPENSATION**

**BE IT RESOLVED**, Members of the Buchanan County Board of Supervisors are hereby authorized to be included as employees for the purposes of the Workers' Compensation Act of the Commonwealth of Virginia and entitled to all coverage provided under said Act.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 9<sup>th</sup> day of January 2017 by a roll call.

Moved by: Craig Stiltner

Seconded by: Trey Adkins

Yeas: Seven

Nays: Zero

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Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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Robert Craig Horn, County Administrator

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**IN RE:            CONSIDER ADOPTING A RESOLUTION AUTHORIZING THE  
                     COUNTY ADMINISTRATOR TO PAY BUDGETED  
                     CONTRIBUTIONS IN THE SAME MANNER AS BILLS FALLING  
                     DUE BETWEEN BOARD OF SUPERVISORS MEETINGS**

Trey Adkins, Knox District Supervisor stated as long as you don't pick and choose, which to pay because of special circumstances. Everyone needs to be treated the same. The Buchanan County Public Service Authority had \$250,000 in the budget this fiscal year and everyone else got paid, but the Buchanan County Public Service Authority (PSA) had to come to the board of supervisors meeting to get their funding, he stated. If it's budgeted, then it needs to get paid.

Robert C. Horn, County Administrator stated in the past the board of supervisors adopted a Resolution on how to pay the PSA their budgeted funds. We usually made monthly payments, but this year such a Resolution wasn't approved.

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Earl Scott, Trey Adkins, Craig Stiltner, Harold H. Fuller, G. Roger Rife, William P. Harris, J. Carroll Branham and zero (0) nay, this board did hereby adopt the following Resolution authorizing the County Administrator to pay budgeted contributions in the same manner as bills falling due between board of supervisor's meetings:

**RESOLUTION**

**RE: AUTHORIZE THE COUNTY ADMINISTRATOR TO PAY BUDGETED  
CONTRIBUTIONS IN THE SAME MANNER AS BILLS FALLING DUE  
BETWEEN BOARD OF SUPERVISORS MEETINGS**

**WHEREAS**, the County Administrator currently is authorized to pay bills that fall due between meetings of the Board of Supervisors with the payment of said bills being ratified by the Board of Supervisors at its next regular, special called or continued meeting: and

**WHEREAS**, the Board of Supervisors now wishes to authorize the County Administrator to pay budgeted contributions in the same manner as bills falling due between meetings of the Board of Supervisors with the Board of Supervisors ratifying the payment of said budgeted contributions at the next Board of Supervisors meeting; and

**NOW THEREFORE BE IT RESOVED**, that the Buchanan County, Va. Board of Supervisors hereby authorizes the County Administrator to pay budgeted



contributions that are requested between Board of Supervisors meetings in the same manner as paying bills falling due between Board of Supervisors meetings with the Board of Supervisors ratifying the payment of said budgeted contributions at its next Board of Supervisors meeting.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 9<sup>th</sup> day of January 2017 by a roll call.

Moved by: Trey Adkins  
Seconded by: Craig Stiltner  
Yeas: Seven  
Nays: Zero

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Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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Robert Craig Horn, County Administrator

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**IN RE:            CONSIDER ADOPTING A RESOLUTION ADOPTING A  
RESOLUTION AUTHORIZING SPECIAL WARRANTS FOR  
PAYMENT OF CONSTRUCTION CONTRACTS**

Trey Adkins, Knox District Supervisor stated this Resolution shouldn't include engineering fees, only construction contracts. Our engineering fees are raising and we should vote monthly on these fees, he stated.

Robert C. Horn, County Administrator stated this Resolution is for only construction contracts, not engineering. This Resolution would allow us to pay the contractor when the invoice is due and in a timely matter.

I understand because I worked for the county, before I became supervisor and it's hard to wait for your money, commented Mr. Adkins. We have a lot of small business working for the county and need their invoices paid when they're due.

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

**RESOLUTION**

**IN RE: AUTHORIZATION OF SPECIAL WARRANTS FOR  
PAYMENT OF CONSTRUCTION CONTRACTS**

**BE IT RESOLVED**, by the Buchanan County Board of Supervisors that pursuant to Va. Code section 15.2-1243(B) that special warrants may be drawn on the county treasurer, payable out of county funds for payment on contracts of construction projects

according to the terms of such contracts. All such special warrants shall be signed by the clerk of the Board of Supervisors and counter-signed by the Chairman of the Board of Supervisors. Said contract payments shall be reviewed and approved by the Board of Supervisors at the Board of Supervisors next regular meeting.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 9<sup>th</sup> day of January 2017 by a roll call.

Moved by: Trey Adkins  
Seconded by: Craig Stiltner  
Yeas: Seven  
Nays: Zero

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

ATTEST:

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Robert Craig Horn, County Administrator

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**IN RE: AMANDA SEXTON – UPDATE ON HEALING IN THE HILLS**

Amanda Sexton wasn't present for the meeting.

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**IN RE: MARCUS STILTNER, COAL HAUL ROAD ENGINEER - CONSIDER APPROVING BID AND CONTRACT FOR THE PURCHASE OF A TRUCK WITH UTILITY BED TO BE USED BY THE BUCHANAN COUNTY BRIDGE CREW AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND ROBERT CRAIG HORN, COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE THE CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

Marcus Stiltner, Coal Haul Road Engineer stated one (1) bid was received from Freedom Ford Lincoln of Claypool Hill in the amount of \$58,354.10 regarding the purchase of a 2016 F550 Chassis with utility bed. The purchase of this truck does not require an additional budget appropriation, there's funding in the coal haul road fund to purchase the truck, he stated.

Craig Stiltner, Rocklick District Supervisor asked how many employees with the bridge crew takes the county vehicles home.

Marcus Stiltner stated two employees.

I know this allows the employees to stay at the job longer where they're working instead of driving back to the coal haul road office, stated Mr. Stiltner.

We are insuring over 140 vehicles now, stated G. Roger Rife, South Grundy District Supervisor.

Paul Lowe, employee with the county's bridge crew stated the current truck being used has over 200,000 miles and isn't safe. Also, the truck is only two wheel drive. We move equipment and we don't have a truck that will move the equipment, he stated. The tools box on the truck we are using now is rusted, so we don't have a place to put our tools and keep them dry.

I'll agree if you're going to park the truck that you're replacing, stated Mr. Rife.

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner with a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, J. Carroll Branham, William P. Harris, G. Roger Rife, Earl Scott and one (1) nay, Harold H. Fuller, this board did hereby approve the bid in the amount of \$58,354.10 from Freedom Ford Lincoln of Claypool Hill, LLC and Contract for the purchase of a 2016 F550 Chassis with utility bed to be used by the Buchanan County Bridge Crew and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute the Contract on behalf of Buchanan County with the approval as to form by the County Attorney. Also, provided that the existing truck used by the bridge crew is auctioned.

### **CONTRACT**

**THIS AGREEMENT**, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Buchanan County**, a Political Subdivision of the Commonwealth of Virginia, party of the first part; hereinafter sometimes referred to as "**County**," and **Freedom Ford Lincoln of Claypool Hill, LLC**, party of the second part, hereinafter referred to as "**Vendor**".

### **WITNESSETH:**

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

#### **I.**

The Vendor agrees to sell and the County agrees to buy one (1) F-Series, SD 2016 F550 4x4 CRW, CC 6.7 Power Stroke V8 Diesel, 6 Speed, auto transmission and service bed to be used by the Buchanan County Coal Haul Road Office, (Bridge Crew), as described in the Invitation to Bid made a part of this contract by incorporation by reference as Exhibit "A".

#### **II.**

The Vendor warrants to County and to the County's successors, assigns that:

- 1) The Vendor has good title to the 2016 – F550 4x4 Truck with service bed and has the right to transfer them; and
- 2) The 2016 – Truck F550 4x4 Truck with service bed sold hereunder is fit and merchantable for the ordinary purposes for which such goods are used; and
- 3) The 2016 – Truck F550 4x4 Truck with service bed is free of any defect in material and/or workmanship; and
- 4) That the 2016 – Truck F550 4x4 Truck with service bed sold hereunder shall be delivered free from any security Interest or other lien or encumbrance; and

- 5) The goods sold hereunder conform to the description and specifications set forth in the specification incorporated into the invitation to bid which resulted in the award of this contract.

### III.

County shall pay the Vendor for providing One (1) 2016 – F550 4x4 Truck with service bed described in Exhibit “A” at the purchase price of:

Purchase bid price is \$ 58,354.10.

Payment of the purchase price shall be made within thirty (30) days of delivery of the One (1) 2016 – Truck F550 4x4 Truck with service bed including title to same to the County.

### IV.

Vendor warrants and guarantees that title to the 2016 – F550 4x4 Truck with service bed, will pass to County no later than the time of payment free and clear of all liens.

### V.

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

### VI.

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

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

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

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

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

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

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

ii. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensations, possession, or use of a controlled substance or marijuana is

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

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

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

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

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

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

## **VII.**

Time is of the essence in the completion of this contract. The Vendor shall deliver the One (1) 2016 – F550 4x4 Truck with service bed and title thereto pursuant to this agreement within seven (7) days of execution of this agreement. However, the County may extend this deadline upon a good cause showing of the Vendor.

## **VIII.**

Not modification of any of the terms of this Agreement, nor any extension of the length of time allowed for the completion of performance governed by this Agreement, shall be valid without compliance with Va. Code section 2.2-4309.

## **IX.**

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

## **X.**

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

## **XI.**

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

**XII.**

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

**XIII.**

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

**EXECUTED IN DUPLICATE ORIGINALS.**

**WITNESS** the following signatures and seals:

**BUCHANAN COUNTY**

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

**ATTEST:**

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

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

**IN RE:        CONSIDER APPROVING THE AGREEMENT BETWEEN  
BUCHANAN COUNTY AND TERRA TECH ENGINEERING  
SERVICE, P. C. REGARDING THE PROVISION OF  
ENGINEERING SERVICES FOR THE ROUTE 83, “BEND OF  
SLATE CURVE DESIGN PROJECT” LOCATED IN THE NORTH  
GRUNDY MAGISTERIAL DISTRICT AND AUTHORIZE THE  
CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF  
SUPERVISORS AND ROBERT CRAIG HORN, COUNTY  
ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO  
EXECUTE THE AGREEMENT ON BEHALF OF BUCHANAN  
COUNTY WITH THE APPROVAL AS TO FORM BY THE  
COUNTY ATTORNEY**

Marcus Stiltner, Coal Haul Road Engineer stated the committee appointed by the board to review the Request for Proposals has recommended Terra Tech Engineering Services, P.C. to provide engineering services for the Route 83, “Bend of Slate Curve Design Project.”

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

zero (0) nays, this board did hereby approve the Agreement between Buchanan County, Virginia and Terra Tech Engineering Services, P.C. regarding the provision of engineering services for the Route 83, "Bend of Slate Curve Design Project" located in the North Grundy Magisterial District and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute the Agreement on behalf of Buchanan County with the approval as to form by the County Attorney.

**THIS AGREEMENT** made and entered into on this the 9<sup>th</sup> day of January, 2017, by and between **BUCHANAN COUNTY**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as the "County", and **TERRA TECH ENGINEERING SERVICES, P.C.**, hereinafter sometimes referred to as "Terra Tech".

**WITNESSETH:**

**THAT WHEREAS**, the County desires the services of a professional engineering firm licensed in the Commonwealth of Virginia to perform design services, to prepare bid documents and to provide inspection services for the construction of the realignment of the "Bend of Slate Curve Design Project" on Rt. 83 near Grundy, Va.; and

**WHEREAS**, such duties shall include work requiring the consistent exercise of discretion and judgment; and

**WHEREAS**, the County has advertised a Request for Proposals pursuant to the Virginia Public Procurement Act for project contemplated herein; and has chosen to enter into this Contract with Terra Tech through the competitive negotiation process; and

**NOW THEREFORE**, in consideration of the premises and of the foregoing covenants and agreements, the parties covenant and agree as follows:

1) Terra Tech hereby agrees to furnish the services of its licensed professional engineers and other employees to Buchanan County for the purpose of providing engineering services for the County in the design of the realignment of Rt. 83 to eliminate the "Bend of Slate Creek Curve" located near Grundy, Va., preparation of the necessary bid documents for procurement of construction of said realignment of Rt. 83, and providing inspection services during the construction of said realignment of Rt. 83 in conjunction with the County's Bend of Slate Creek Curve (herein after referred to as "Bend of Slate Curve Design Project"). Terra Tech also agrees to coordinate with the County and the VDOT with the procurement and construction phases of the project, including assisting the County to meet any requirements that the VDOT Revenue Sharing Program may require. The Parties agree that the terms and scope of work set forth in the Request for Proposal for this Bend of Slate Curve Design Project are hereby incorporated into this agreement by reference as Exhibit "A".

2) Terra Tech shall remain an independent contractor at all times during the course of this Agreement, shall provide its own equipment and supplies and determine its own work methods.

3) Terra Tech shall keep a record of all services it performs for the County, of the time which each of its employees spends working for the County and of the costs it accrues in providing such engineering services to the County in regard to the Trail Project. Such records shall be made available to the County for review upon request of the Buchanan County Board of Supervisors or the County Administrator.

4) Terra Tech shall bill the County for its services performed and costs expended prior to the 25th day of each month based on an itemized bill providing the employee performing the work; the hourly rate for each such employee and the amount of time expended by each such employee. Terra Tech has provided an itemization of the total for engineering fees, not to exceed **Six Hundred Ninety-Two Thousand Dollars and No Cents (\$692,000.00)** associated with different phases of the project, a copy of which is attached hereto marked Exhibit "B" and made a part hereof by reference. Services to be provided by Terra Tech pursuant to this contract and the Request For Proposal, shall be provided by Terra Tech to the County based on a hourly billing rate as set forth on the hourly rate schedule attached and made a part of this Contract by reference as Exhibit "C", but shall not exceed the total itemized fees set forth in Exhibit "B".

.5) Upon the termination of this Agreement Terra Tech shall turn over all maps, plans, and documents which were either obtained or created for the benefit of the County and which it has in its possession or its employees have in their possession, to the County Administrator. All documents, maps and plans prepared by Terra Tech and its employee for the benefit of the County during the course of its employment by the County shall be the sole and exclusive property of the County.

6) During the performance of this Agreement, Terra Tech agrees as follows:

- A. 1. Terra Tech 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 Terra Tech. Terra Tech agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Terra Tech, in all solicitations or advertisements for employees placed by or on behalf of the Terra Tech, will state that Terra Tech 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. Terra Tech will include the provisions of the foregoing paragraphs 9)A.1, 9)A.2., and 9)A.3 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 Agreement, Terra Tech will:



1. Provide a drug-free workplace for Terra Tech'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 Terra Tech'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 Terra Tech that Terra Tech 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. Terra Tech does not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. In the event of Terra Tech's noncompliance with this section of this Agreement, (Section 9), this agreement may be cancelled, terminated or suspended, in whole or part, and Terra Tech may be declared ineligible for further Agreements and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

10) Terra Tech 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.

11) Terra Tech shall, at its own cost and expense, procure and maintain insurance required under the Virginia Workers' Compensation Act as well as liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00. Terra Tech shall have Buchanan County placed on such liability insurance policy as an additional insured and provide the County with certificates of such insurance.

12) In the performance of the work under this Agreement, Terra Tech 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.

13) 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,

14) 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.

15) That it is understood by Terra Tech that Lawrence L. Moise III, County Attorney represents the County in the drafting of this Agreement and Terra Tech understands that Lawrence L. Moise III does represent the County and cannot represent Terra Tech's interest in this matter. That by the execution of this Agreement, the parties indicate that they understand the terms of the Agreement and they intend to be bound by the terms hereof. Terra Tech further acknowledges that it should seek the advice of an attorney of its own choosing prior to executing this Agreement; and, Terra Tech acknowledges that it has a right to its own attorney to represent it in this matter and has a right to have such attorney review this document before it is executed. All these rights being fully understood, the parties do hereby voluntarily agree, after being advised of the above, and after understanding completely the terms of this Agreement, to execute this document of their free consent.

16) On the 9<sup>th</sup> day of January, 2017, at a duly held meeting of the Buchanan County Board of Supervisors, the Board authorized the County to enter into this Agreement with Terra Tech and authorized the Chairman of the Buchanan County Board of Supervisors, and Robert Craig Horn, County Administrator, to execute this Agreement on behalf of the Buchanan County Board of Supervisors.

17) By his execution of this Agreement Lawrence L. Moise III, County Attorney for Buchanan County approves of the form of this Agreement.

**EXECUTED IN DUPLICATE ORIGINALS ON NEXT PAGE.**

**WITNESS** the following signatures and seals:

**BUCHANAN COUNTY BOARD OF SUPERVISORS**

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

ATTEST:

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

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**IN RE: JERRY WARD – REQUEST A CONTRIBUTION FOR  
BACKPACK BLESSINGS, INC.**

Jerry Ward with Backpack Blessings, Inc. stated Backpack Blessings has been providing backpacks with food for children that signs up through the Buchanan County Department of Social Services over ten (10) years. Last year the board of supervisors provided funding in the amount of \$10,000 for the program, but it was removed from this current fiscal year's budget.

We have about 300 children that we fill backpacks for each week, he stated. There are six (6) meals provided on the weekends for each child.

There has been a pilot program started in Council, which funding is provided by the state, stated Mr. Ward. Everyone that assists with Backpack Blessings volunteers their time, gas etc. We get some food from Feeding America and Save-A-Lot.

I'm asking for funding to assist with this program, asked Mr. Ward. Whatever the board can provide will be greatly appreciated.

Trey Adkins, Knox District Supervisor thanked Mr. Ward for what they do for the children in the county.

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Earl Scott, Harold H. Fuller, William P. Harris, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby approve a contribution to Backpack Blessings, Inc. in the amount of \$3,500.00 to be divided among the seven (7) district accounts.

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**IN RE: BERNARD MCCLANAHAN, RESIDENT – CONSIDER  
ADOPTING A RESOLUTION SUPPORTING AMENDMENTS TO  
THE EXISTING AFFORDABLE CARE ACT THAT PROTECT  
BLACK LUNG DISEASE BENEFITS**

Bernard McClanahan, resident requested the board to consider adopting a Resolution supporting amendments to the existing Affordable Care Act (ACA) that protect Black Lung Disease Benefits. The President-Elect and Congressional Republicans are preparing to replace the ACA, he stated.

Congressman Morgan Griffith is sponsoring House Bill 323 along with some other Republican legislators, stated Mr. McClanahan. House Bill 323 protects the Byrd Amendment if they can get it passed. If you've got 15 years underground and you have a bad respiratory illness, then there's a presumption it came from coal dust, stated Mr. McClanahan. The amendment will help the coal miner's spouses and children.

The coal miners were the ones who dug the coal out of the ground and helped build this nation, stated Mr. McClanahan. These coal miners helped this county for decades by providing revenue for this county as well as living here and paying taxes on their homes and vehicles.

Craig Stiltner, Rocklick District Supervisor stated my father, has black lung and is on oxygen now. He'd tried for several years to get his black lung benefits and now has a local law firm fighting to help him keep it.

The issue with black lung has affected my family, my grandfather and my dad, stated Mr. Stiltner.

After a general discussion by the board upon motion by Craig Stiltner seconded by Earl Scott with a roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, Earl Scott, Harold H. Fuller, William P. Harris, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby adopt the following Resolution Supporting Amendments to the existing Affordable Care Act that protects black lung disease benefits:

### **RESOLUTION**

#### **RE: SUPPORT OF CONGRESSMAN GRIFFITH'S H.R. 323 PROVIDING FOR THE CONTINUATION OF CERTAIN PRESUMPTIONS IN FAVOR OF DISABLED MINERS AND THEIR WIDOWS IN REGARD TO FEDERAL BLACK LUNG CLAIMS**

**WHEREAS**, the Buchanan County Board of Supervisors continues to support the coal miners and their widows in their pursuit of federal black lung benefits; and

**WHEREAS**, as part of the Patient Protection and Affordable Care Act of 2010 certain presumptions in favor of disabled miners and their widows in federal black lung claims were restored to the Black Lung Benefits Act that had been removed from that Act by 1981 amendments to the Black Lung Benefits Act; and

**WHEREAS**, Congressman Griffith's H.R. 323 will preserve the restoration of the above referenced presumptions in the Black Lung Benefits Act in the event that Patient Protection and Affordable Care Act is repealed; and

**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors of Buchanan County, Va. does hereby declare its support for Congressman Griffith's H.R. 323 and urges the Congress to pass and adopt H.R.323. **Furthermore, Be It Resolved**, that the County Administrator is directed to mail a copy of this Resolution to President Donald Trump, Senator Warner, Senator Kaine and Congressman Griffith. This resolution was adopted on the 9<sup>th</sup> day of January, 2017.

Recorded Vote:  
Motion made by: Craig Stiltner  
Second by: Earl Scott  
Yeas: Seven  
Nays: Zero

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

ATTEST:

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

Mr. McClanahan stated that the Senate would be introducing a companion bill similar to House Bill 323.

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**IN RE: PUBLIC HEARING – 10:45 A.M. TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED ADOPTION OF THE ORDINANCE ENTITLED: “COUNTY CODE SECTION- CHAPTER 78- REGULATIONS FOR OPENING BURNING”**

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

With no comments from the public and upon motion by Harold H. Fuller seconded by Craig Stiltner and with a unanimous voice vote by the board, this board did hereby approve to close the public hearing.

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**IN RE: CONSIDER ADOPTING THE PROPOSED ORDINANCE ENTITLED: “COUNTY CODE SECTION- CHAPTER 78- REGULATIONS FOR OPENING BURNING”**

G. Roger Rife, South Grundy District Supervisor asked if this proposed ordinance pertains to any open burning?

Craig Stiltner, Rocklick District Supervisor stated no, only hazardous materials.

Harold H. Fuller, Garden District Supervisor stated there’s already a state law regulating the burning of hazardous materials.

L. Lee Moise, County Attorney stated the proposed ordinance was modeled after one already in use in Wise County, upon a recommendation from the Department of Environmental Quality (DEQ). The DEQ used to enforce the burning of hazardous waste, but stop about two (2) years ago. Now, it’s up to each locality, he stated.

I added the language of agriculture waste in the proposed ordinance, stated Mr. Moise.

Mr. Rife asked who would enforce the burning of hazardous materials. Also, can you burn papers, like gift wrapping?

Mr. Stiltner stated the local law enforcement would enforce the proposed ordinance. Also, this ordinance doesn’t stop from burning wood, coal or gift wrapping.

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins with a roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham and one (1) nay, Harold H. Fuller, this board did hereby approve the Ordinance entitled: “County Code Section- Chapter 78- Regulations for Opening Burning.” A copy of this ordinance is located in the Buchanan County Administrator’s Office for review.

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**IN RE:            CONSIDER APPROVING ADDITIONAL APPROPRIATIONS**

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

- Additional appropriation to Garden District Park and Recreation, account number 71040-5604-01 in the amount of \$1,200.00;
- Additional appropriation to Landfill, (construction), account number 42040-7010 in the amount of \$726.00;
- Additional appropriation to Landfill, (construction), account number 42040-7010 in the amount of \$51.00;
- Additional appropriation to Landfill, (construction), account number 42040-7010 in the amount of \$2,252.00;
- Additional appropriation to Landfill, (construction), account number 42040-7010 in the amount of \$150.02;
- Additional appropriation to Landfill, (construction), account number 42040-7010 in the amount of \$20.00;
- Additional appropriation to Landfill, (construction), account number 42040-7010 in the amount of \$1,602.00;
- Additional appropriation to Rocklick District Park and Rec., account number 71040-5604-06 in the amount of \$350.00;
- Additional appropriation to Landfill, (construction), account number 42040-7010 in the amount of \$4,122.00;
- Additional appropriation to Landfill, (construction), account number 42040-7010 in the amount of \$251.01;
- Additional appropriation to Rocklick District Park and Rec., account number 71040-5604-06 in the amount of \$125.00;
- Additional appropriation to Circuit Court Clerk’s Office, account number 21060-3320 in the amount of \$124.35;
- Additional appropriation to Garden District Park and Recreation, account number 71040-5604-01 in the amount of \$387.35.

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**IN RE:            CONSIDER APPOINTMENTS AND/OR REAPPOINTMENTS TO  
THE BUCHANAN COUNTY INDUSTRIAL DEVELOPMENT  
AUTHORITY FOR THE HURRICANE AND GARDEN  
MAGISTERIAL DISTRICTS FOR A FOUR YEAR TERM**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Trey Adkins with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey

Adkins, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner and zero (0) nay, this board did hereby reappoint Brenda Ward, representative for the Garden Magisterial District and Harry Presley, representative for the Hurricane Magisterial District to the Buchanan County IDA Board of Directors for a four (4) year term ending February 2021.

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**IN RE:            CONSIDER APPOINTMENTS AND/OR REAPPOINTMENTS TO  
THE BUCHANAN COUNTY DEPARTMENT OF SOCIAL  
SERVICES FOR THE KNOX AND NORTH GRUNDY  
MAGISTERIAL DISTRICTS FOR A FOUR YEAR TERM**

After a general discussion by the board upon motion by Trey Adkins seconded by William P. Harris and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby reappoint Albert Childress, representative for the North Grundy Magisterial District for a four year term ending January 2021 and reappointed Heather Thomas Adkins representative for the Knox Magisterial District to Buchanan County Department of Social Services Administrative Board of Directors for a four year term ending December 2020.

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**IN RE:            CONSIDER APPOINTMENT TO THE TAZEWELL COUNTY  
AIRPORT AUTHORITY**

After a general discussion by the board upon motion by Earl Scott seconded by G. Roger Rife and with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby appoint Mr. Joe Stephens to the Tazewell County Airport Authority Board of Directors for a three (3) year term ending January 9<sup>th</sup>, 2020.

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**IN RE:            CONSIDER R ADOPTING THE RESOLUTION AND SOLE  
SOURCE NOTICE REGARDING THE PURCHASE FROM CAS  
SEVERN, WHICH IS THE ONLY ONE SOLE PRACTICABLY  
AVAILABLE TO PROVIDE THE CONTEMPLATED PURCHASE  
OF IBM POWER7 8202-E4B SN#726FP HARDWARE AND  
SOFTWARE WITH MAINTENANCE AND SUPPORT FOR A ONE  
YEAR TERM IN THE AMOUNT OF \$3,837.20**

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, Trey Adkins, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby adopt the following Resolution and Sole Source Notice regarding the purchase from CAS Severn, which is

the only one sole practicably available to provide the contemplated purchase of IBM power7 8202-E4B SN#726FP hardware and software with maintenance and support for a one year term:

**NOTICE**

**RE: PENDING ISSUANCE OF A PURCHASE ORDER TO CAS SEVERN (CAS SEVERN HAS BEEN DETERMINED TO BE THE SOLE SOURCE FOR THE PURCHASE OF IBM POWER7 8202-E4B SN#726FP HARDWARE AND SOFTWARE AND MAINTENANCE AND SUPPORT FOR A ONE YEAR TERM**

PLEASE TAKE NOTICE:

- 1) Due to the existence of only one source capable of providing the IBM Power7 8202-E4B SN#726FP hardware and software with maintenance and support for a one year term beginning March 18<sup>th</sup>, 2017 it has been determined that CAS Severn is the only one source practicably available for the purchase of the IBM Power7 8202-E4B SN#726FP hardware and software with maintenance and support for a one year term for \$3,837.20.
- 2) The Buchanan County, Va., Board of Supervisors passed a Resolution to approve and issue a purchase order to CAS Severn for the purchase of the IBM Power7 8202-E4B SN#726FP hardware and software with maintenance and support for a one year term for \$3,837.20, at its January 9<sup>th</sup>, 2017 Board meeting held in the Board of Supervisors meeting room on the bottom floor of the Courthouse in Grundy, Va.

PLEASE CONDUCT YOURSELF ACCORDINGLY.

Issued by directive of the County Administrator this 9<sup>th</sup> day of January, 2017.

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Robert Craig Horn,  
County Administrator  
Buchanan County, Virginia

**RESOLUTION**

**RE: DETERMINATION OF A SOLE SOURCE VENDOR FOR PURCHASE OF IBM POWER 7 8202-E4B SN#726FP HARDWARE AND SOFTWARE WITH MAINTENANCE AND SUPPORT**

WHEREAS, prior to the issuance of an invitation to bid, Kenneth Ratliff, the Operations and Maintenance Manager conducted an investigation of potential vendors in regard to the contemplated purchase of IBM Power 7 8202-E4B SN#726FP hardware and software with maintenance and support; and

WHEREAS, after a thorough investigation, Kenneth Ratliff has concluded that CAS Severn is the only one sole practicably available to provide the contemplated purchase of IBM power7 8202-E4B SN#726FP hardware and software with maintenance and support for a one year term; and



WHEREAS, Kenneth Ratliff has provided the letter of Kathleen K. Evans, CAS Severn dated December 22<sup>nd</sup>, 2016 supporting his conclusion, which is attached and made a part of this Resolution by reference; and

WHEREAS, a purchase order needs to be issued to CAS Severn for \$3,837.20 for the purchase of the IBM power7 8202-E4B SN#726FP hardware and software with maintenance and support for a one-year term; and

NOW, THEREFORE BE IT RESOLVED, the County Administrator is hereby authorized to issue a purchase order in the amount of \$3,837.20 to CAS Severn, that provides for the purchase of the IBM power7 8202-E4B SN#726FP hardware and software with maintenance and support for a one-year term for the price of \$3,837.20. Be It Furthermore Resolved that the County Administrator is directed to post a Notice as required by Virginia Code Section 2.2-4303(E) in the designated public areas and the county web site stating that the contract was awarded to CAS Severn was determined to be the only source practicably available for the purchase of the IBMpower7 8202-E4B SN#726FP hardware and software with maintenance and support for a one-year period.

This resolution was adopted this the 9<sup>th</sup> day of January, 2017 by the Buchanan County, Va., Board of Supervisors.

Recorded Vote:

Moved by: Harold H. Fuller  
Seconded by: William P. Harris  
Yeas: Seven  
Nays: Zero

\_\_\_\_\_  
Chairman of the  
Buchanan County, Va. Board of Supervisors

ATTEST:

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

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**IN RE:            CONSIDER APPROVING TO SET A PUBLIC HEARING ON MONDAY, FEBRUARY 6<sup>TH</sup>, 2017 AT 10:15 A.M. TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED CHARTER FRANCHISE AGREEMENT BETWEEN BUCHANAN COUNTY AND TIME WARNER CABLE SOUTHEAST LLC, LOCALLY KNOWN AS CHARTER COMMUNICATIONS AND A PUBLIC HEARING ON MONDAY, FEBRUARY 6<sup>TH</sup>, 2017 AT 10:20 A.M. TO HEAR PUBLIC COMMENTS REGARDING THE PROPOSED ADOPTION OF A REVISED “BUCHANAN COUNTY CABLE TELEVISION ORDINANCE” CHAPTER 28 OF THE BUCHANAN COUNTY CODE**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby approve to set a public hearing on Monday, February 6<sup>th</sup>, 2017 at 10:15 a.m. to hear public comments regarding the proposed Charter Franchise Agreement between Buchanan County and Time Warner Cable Southeast LLC, locally known as Charter Communications and a public hearing on Monday, February 6<sup>th</sup>, 2017 at 10:20 a.m. to hear public comments regarding the proposed adoption of a revised “Buchanan County Cable Television Ordinance” Chapter 28 of the Buchanan County Code.

**IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING THE ISSUANCE OF A RFP FOR LICENSED AGENTS OR BROKERS TO PROVIDE AND NEGOTIATE FOR HEALTH INSURANCE/DENTAL INSURANCE FOR THE THREE (3) YEAR PERIOD OF OCTOBER 1<sup>ST</sup>, 2017 THROUGH SEPTEMBER 30<sup>TH</sup>, 2020; COOPERATIVE PROCUREMENT AUTHORIZED**

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

**RESOLUTION**

**IN RE: ISSUANCE OF RFP FOR LICENSED AGENT OR BROKER TO OBTAIN HEALTH AND DENTAL INSURANCE**

WHEREAS, pursuant to a Request for Proposals issued in September 2004, Acordia Insurance was selected to act as the agent of record for the Buchanan County, Va. Board of Supervisors 2004 and the Buchanan County Public School Board to obtain and negotiate for health insurance for the period of October 01, 2004 through September 30, 2008; and

WHEREAS, the Buchanan County Public Service Authority joined the Buchanan County Consolidated Group for Health Insurance in 2005 and the Buchanan County, Va. Department of Social Services joined the Consolidated Group in 2011;

WHEREAS, Wells Fargo was selected in 2008 to act as the agent or broker of record for the Consolidated Group in 2008 for period of years that ends following the period of Oct 1, 2012 through September 30, 2013;

WHEREAS, USI as the successor to Wells Fargo was selected in 2013-2014 to act as the agent of record for the Consolidated Group for period of years that ends following the period of Oct 1, 2016 through September 30, 2017;

WHEREAS, it is now necessary to select an agent or broker to provide and negotiate for health insurance and dental insurance for the three year periods beginning October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2020; and

WHEREAS, that both competitive seal bidding and competitive negotiation are not practicable nor fiscally advantageous for the procurement of the health insurance and/or dental insurance; and

WHEREAS, the Buchanan County Consolidated Group through the Buchanan County, Va. Board of Supervisors wishes to pursue the procurement of health insurance and dental insurance through procurement of a licensed agent or broker pursuant to the methods permitted pursuant to Virginia Code sections 2.2-4303 (C) and 2.2-4302.2 (A)(3); and

NOW THEREFORE, BE IT RESOLVED, by the Buchanan County Board of Supervisors that the County Administrator and County Attorney are directed to prepare and issue a Request for Proposals for the selection of a licensed agent or broker to obtain and

negotiate for health insurance and dental insurance for the Buchanan County Consolidated Group (Buchanan County, Va. Board of Supervisors; Buchanan County Public School Board; Buchanan County Public Service Authority; and the Buchanan County Department of Social Services) for the period of October 1<sup>st</sup>, 2017 through September 30, 2020, pursuant to Virginia Code sections 2.2-4303 (C) and 2.2-4302.2(A)(3).

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 9<sup>th</sup> day of January 2017 by a roll call vote of seven (7) yeas and zero (0) nays.

Moved by: Craig Stiltner  
Seconded by: Trey Adkins  
Yeas: Seven  
Nays: Zero

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Chairman of the  
Buchanan County Board of Supervisors

ATTEST:

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Robert Craig Horn, County Administrator

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**IN RE:            CONSIDER APPROVING COYOTE CLAIMS**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner and zero (0) nay, this board did hereby approve to issue a check for the following coyote claims in the amount of \$50.00 for each claim:

- Lisa Blankenship (3 claims)
- Roy Bostic
- Kevin Davis (2 claims)
- Kelly Sparks

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**IN RE:            CONSIDER APPROVING THE RENEWAL OF THE TWO (2) 2017 ANNUAL VIRGINIA DEPARTMENT OF HEALTH FOOD SERVICE ESTABLISHMENT PERMIT AND ISSUE A CHECK FOR EACH PERMIT**

After a general discussion by the board upon motion by G. Roger Rife seconded by Harold H. Fuller with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner and zero (0) nay, this board did hereby approve the renewal of the two (2) 2017 Annual Virginia Department of Health Food Service Establishment Permit and issue a check for each permit from South Grundy District Park and Development account.

**IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS FOR THE BUCHANAN COUNTY SHERIFF'S OFFICE REGARDING GRANT FUNDING**

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

- Additional appropriation to salaries and wages, account number 31010-1150 in the amount of \$10,000.00 grant funding received from the National Highway Traffic Safety Administration for Federal Fiscal Year 2017;
- Additional appropriation to salaries and wages, account number 31020-7003 in the amount of \$6,500.00 grant funding received from the National Highway Traffic Safety Administration for Federal Fiscal Year 2017.

**IN RE: CONSIDER APPROVING TO REFUND TO POCAHONTAS MINING IN THE AMOUNT OF \$31,331.51, DUE TO AN ABATEMENT DONE BY THE OFFICE OF THE COMMISSIONER OF REVENUE**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner and zero (0) nay, this board did hereby approve to refund to Pocahontas Mining in the amount of \$31,331.51, due to an abatement done by the Office of the Commissioner of Revenue.

**IN RE: CONSIDER RATIFYING THE PSAP GRANT PROGRAM APPLICATION FOR FY2018 FOR BUCHANAN COUNTY 911 OFFICE**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Earl Scott with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner and zero (0) nay, this board did hereby ratify the PSAP Gant Program application for Fiscal Year 2018 for Buchanan County 911 Office.

**IN RE:            CONSIDER APPROVING TO PAY PROPERTY TAXES TO THE  
TREASURER'S OFFICE IN THE AMOUNT OF \$102.28  
REGARDING THE QUIT-CLAIM DEED DATED THE 25<sup>TH</sup> DAY  
OF FEBRUARY, 2004**

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

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**IN RE:            CONSIDER APPROVING TEMPORARY/PART-TIME  
EMPLOYEES FOR SNOW REMOVAL**

Robert C. Horn, County Administrator stated board members that have trucks with snow blades may want to hire a temporary/part-time employee to drive the trucks when it snows. I think the Knox, Rocklick and Garden Districts have trucks that they use during snow events.

G. Roger Rife, South Grundy District Supervisor stated there are some people in the county that are on oxygen that need snow removal done. If it's not a county road and they sign a waiver can the county do the snow removal?

L. Lee Moise, County Attorney stated the county cannot spend public funds on private property. The only way possible is if a declaration of local emergency is declared, then you can assist private individuals, he stated.

It really bothers me that I can't assist those that are in need, like a church that the parking lot was snow in and there was a funeral within two (2) hours, stated Craig Stiltner, Rocklick District Supervisor.

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

Todd Ramey

Preston Wimmer

Herman Lester

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**IN RE:            CONSIDER APPROVING THE VENDOR SERVICE  
AGREEMENT FROM JOEL HORN D/B/A TRAYMARK, LLC.**

After a general discussion by the board upon motion by Trey Adkins seconded by Harold H. Fuller with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner and zero (0) nay, this board did hereby approve the enclosed Vendor Service Agreement from Joel Horn d/b/a Traymark, LLC.

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**IN RE:            CONSIDER APPROVING THE MEMORANDUM OF UNDERSTAND (MOU) BETWEEN AMERICAN RED CROSS AND BUCHANAN COUNTY, VIRGINIA AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE MOU ON BEHALF OF THE COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Earl Scott seconded by Trey Adkins with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Earl Scott, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner and zero (0) nay, this board did approve the following Memorandum of Understand (MOU) between American Red Cross and Buchanan County, Virginia and authorized the County Administrator to execute the MOU on behalf of the county with the approval as to form by the County Attorney:

**MOU Between The American Red Cross and Buchanan County, Virginia**

**I. Purpose**

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and Buchanan County, Virginia its lead Emergency Management agency (herein after Buchanan County, Virginia), and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and Buchanan County, Virginia in assisting individuals, families and communities who have been or could be impacted by a disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and Buchanan County to the community and other agencies.

**II. Parties**

**A. Name of County, Parish or Local Jurisdiction**

*The Commonwealth of Virginia Emergency Services and Disaster of 2000*, as amended, provides that emergency services organizations and operations be structured around existing constitutional government. Section 44-146.19 of the *Code* established the powers and duties of political subdivision (See, Va. Code § 44-146.19.)

Buchanan County's Emergency Management program involves local government officials, local government agencies, private sector and non-profit organizations.

**B. American Red Cross**

1. Services to help people prepare for, respond to, and recover from disasters

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a nongovernmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other nongovernmental organizations. Our goal is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and manmade disasters of all sizes.

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- *Assessing community hazards, priority risks, needs and asset;*
- *Engaging the community in preparedness (e.g. Home Fire Campaign);*
- *Enabling individuals and families and organizations to take preparedness actions;*
- *Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;*
- *Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;*
- *Reinforcing preparedness for people and organizations who have taken preparedness actions.*

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:

- *Home Fire Response Services*
- *Sheltering*
- *Feeding*
- *Health Services*
- *Mental Health Services*
- *Spiritual Care Services*
- *Reunification*
- *Distribution of Relief Supplies*
- *Information & Referrals*

c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- *Community Recovery Strategy Development*
- *Casework/Recovery Planning*
- *Direct Client Assistance*
- *Community Preparedness & Resiliency Building*

*\*For large and/or complex recovery operations, where significant donor resources are available, expanded services or assistance may be provided.*

2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs – including ESF-8 and ESF-15 – in the NRF.

3. Services related to the National Recovery Framework

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. Organization

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 62 regions in seven divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross will work with federal, tribal, state and/or local government for assistance and collaboration.

### **III. Cooperative Actions**

The Red Cross recognizes the authority assigned to local county officials of Buchanan County VA and will share operating plans, priorities and objectives with the delegated emergency management staff of Buchanan county.

Buchanan County recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

Buchanan County recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and Buchanan County, Virginia will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:



1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of Buchanan County.
2. Coordinate mutual activation of no-notice events through the established 24 hour notification point of contact and develop joint Standard Operating Procedures for ongoing communications, including use of electronic technology, radio communications, and other emergency coordination protocols.
3. Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
4. During a disaster or emergency situation, the Red Cross will, at the request of Buchanan Co. Emergency Management, provide liaison personnel to Buchanan County Virginia Emergency Operations Center. Buchanan County, Virginia will provide facility access and identification, work space, and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Center.
5. Buchanan County, Virginia will support the Red Cross in the use of the National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with the Buchanan County Emergency Management Agency.
6. Buchanan County, Virginia will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.
7. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include risk and hazard analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, declarations, and service delivery plans.
8. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs during a disaster.
9. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
10. Both parties will ensure, to the fullest extent possible, that disaster operations within the Buchanan County will be as accessible as possible to people with disabilities or other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.
11. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and Buchanan County, Virginia and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within Buchanan County.
12. Buchanan County, Virginia Emergency Management recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, Buchanan County, Virginia will support the Red Cross in locating and acquiring necessary resources in an emergency including a

response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.

13. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the “requesting party” should submit the proposed promotional/marketing materials, press releases, website displays or other proposed use of the trademarks to the “owning party” for review in advance of dissemination or publication.
14. The Red Cross will support Buchanan County, Virginia Emergency Management in integrating the efforts of the non-governmental organizations (NGOs) and Voluntary Organizations Active in Disaster (VOAD) that provide mass care services (e.g. Mass Care Feeding Task Forces) during disaster response operations.
15. Make training, educational and other developmental opportunities available to the other party’s personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 300 and 400), exercises, and disaster response activities, as appropriate.
16. Widely distribute this MOU within the Red Cross and Buchanan County, Virginia departments and administrative offices and urge full cooperation.

**IV. Periodic Review**

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate. Both parties should notify the other if primary points of contact change.

**V. Term and Termination.**

This MOU is effective as of January 9<sup>th</sup>, 2017 and it expires on October 30, 2021. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any or no reason.

**VI. Miscellaneous**

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

**IN RE:            CONSIDER APPROVING THE 2017 STANDARD MILEAGE  
RATE FOR BUCHANAN COUNTY AS APPROVED BY THE IRS**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris and zero (0) nay, this board did hereby approve the 2017 Standard Mileage Rate for Buchanan County as approved by the IRS, on December 13<sup>th</sup>, 2016 at \$053.5 cents per mile business miles driven, down from \$0.54 cents for 2016.

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**IN RE:            CONSIDER APPROVING TO ISSUE A PURCHASE ORDER ON A  
STATE CONTRACT TO ECS MID-ATLANTIC, LLC IN THE  
AMOUNT OF \$4,620.00 TO OBTAIN A GEOTECHNICAL  
ENGINEERING REPORT BASED ON TWO (2) BORINGS IN THE  
PARKING LOT BEHIND THE COURTHOUSE**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris and zero (0) nay, this board did hereby approve to issue a purchase order on a state contract to ECS Mid-Atlantic, LLC in the amount of \$4,620.00 to obtain a geotechnical engineering report based on two (2) borings in the parking lot behind the courthouse.

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**IN RE:            CONSIDER APPROVING TO ISSUE A PURCHASE ORDER ON A  
STATE CONTRACT TO HDH TECHNICAL, INC. NOT TO  
EXCEED \$6,700 TO CONDUCT THE HAZMAT SURVEY FOR  
THE EXISTING COURTHOUSE, FORMER JUDGE K.  
WILLIAMS BUILDING AND OLD FUELING STATION**

After a general discussion by the board upon motion by Craig Stiltner seconded by Harold H. Fuller with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, Earl Scott, G. Roger Rife, J. Carroll Branham, William P. Harris and zero (0) nay, this board did hereby approve to issue a purchase order on a state contract to HDH Technical, Inc. not to exceed \$6,700 to conduct the HAZMAT Survey for the existing courthouse, former Judge K. Williams building and old fueling station.

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

Upon a motion by Earl Scott seconded by Trey Adkins and with a unanimous voice vote by the board, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711 (A)(1), a personnel matter involving the Public Works Director; Virginia Code Section, 2.2-3711 (A)(3), a matter involving the acquisition of

property for public purposes; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding the Resolution adopted in October 2016 approving the use of Route 652 by Hurley High School; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel concerning participation with VGOB Gas Wells #17-0117-4105 with CNX Gas Company; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding E. W. Road located in the Prater Magisterial District; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding Jewell Valley ATV Trail; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding late physicals submitted to Tri-Health by county employees and spouses; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding the Lease Agreement for the Go-Kart Track at Poplar Gap Park and Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel for a update on Jewell Smokeless erroneous assessment.

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Motion was made by Earl Scott to return from closed session seconded by William P. Harris and by unanimous voice vote by the board, this board did hereby approve to return from closed session.

This board meeting resumed in open session after being in executive session for one (1) hour and thirty-one (31) minutes

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A motion by William P. Harris seconded by Trey Adkins that the Board certify that, in the closed session just concluded, nothing was discussed except the matter specifically identified in the motion to convene in closed session and lawfully permitted to be so discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. The motion was agreed upon by the following roll call vote of seven (7) yeas, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Craig Stiltner, Trey Adkins, Earl Scott and zero (0) nays.

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**IN RE:            CONSIDER APPROVING THE INDIVIDUALS APPOINTED AS  
SPECIAL CONSERVATOR OF THE PEACE FOR THE JEWELL  
VALLEY ATV TRAIL TO ATTEND TRAINING IN TAZEWELL,  
VIRGINIA**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Earl Scott with a roll call vote of seven (7) yeas, William P. Harris, G. Roger Rife, J. Carroll Branham, Harold H. Fuller, Craig Stiltner, Trey Adkins, Earl Scott and zero (0) nay, this board did hereby approve to allow the individuals appointed as Special Conservator of the Peace for the Jewell Valley ATV Trail to attend training in Tazewell, Virginia, January 25<sup>th</sup> – 27<sup>th</sup>, 2017, which expense for the training will be paid from the Garden Magisterial District account.

**IN RE: CONSIDER APPROVING THE LEASE AGREEMENT BETWEEN MICHAEL ASHBY AND BUCHANAN COUNTY BOARD OF SUPERVISORS REGARDING THE GO-KART TRACK AT POPLAR GAP/SOUTHERN GAP**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of five (5) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, William P. Harris, J. Carroll Branham and two (2) nays, G. Roger Rife and Earl Scott, this board did hereby approve the following Lease Agreement between Michael Ashby and Buchanan County Board of Supervisors:

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

**WITNESSETH:**

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

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

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

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

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

1. **Premises:**

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

2. **Term:**

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

3. **Rent:**

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

4. **Compliance with Law:**

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

5. **Use:**

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

6. **Condition of Premises:**

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

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

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

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

9. **Utilities:**

Lessor shall pay for all utilities.

10. **Severability:**

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

11. **Notices:**

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, and if given personally or by

mail, shall be deemed sufficient given if addressed to Lessee or to Lessor at the address noted on the first page of this Lease, as the case may be. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to either party hereunder shall be concurrently transmitted to such other party or parties at such addresses as Lessor or Lessee may from time to time hereafter designate by notice to the other.

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

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

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

**BUCHANAN COUNTY, VIRGINIA (LESSOR)**

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

ATTEST:

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

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

**IN RE:            CONSIDER APPROVING POSITIONS FOR THE BUCHANAN COUNTY SANITATION DEPT.**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, William P. Harris, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham and zero (0) nay, this board did hereby approve Keith Baldwin as Public Works Director at a salary of \$60,000 per year, Jake Jackson, Assistant to the Public Works Director, with no salary increase and Dwayne Keen as Assistant at the Transfer Station with no salary increase. These positions will be effective one day after Earl Rife's, current Public Works Director official retirement.

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**IN RE:            CONSIDER APPROVING TO PARTICIPATE IN VGOB GAS WELLS #17-0117-4105 WITH CNX GAS COMPANY, LLC.**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Craig Stiltner, Trey

Adkins, William P. Harris, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham and zero (0) nay, this board did hereby approve to participate in VGOB Gas Wells #17-0117-4105 with CNX Gas Company, LLC and to issue the following checks from Fund 1, 94100-7015 to CNX Gas Company, LLC:

- Check in the amount of \$10,492.36 for T7 gas well;
- Check in the amount of \$10,655.49 for T7A gas well.

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**IN RE:            CONSIDER APPROVAL TO TAKE E.W. ROAD LOCATED IN THE PRATER MAGISTERIAL DISTRICT INTO THE COUNTY ROAD SYSTEM**

After a general discussion by the board upon motion by Earl Scott seconded by William P. Harris with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, William P. Harris, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham and zero (0) nay, this board did hereby approve to take E.W. Road located in the Prater Magisterial District into the county road system contingent upon the acquisition of the appropriate right-of-ways and easements.

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**IN RE:            CONSIDER APPROVING TO EXTEND THE DEADLINE FOR ANNUAL PREVENTIVE PHYSICALS FOR COUNTY EMPLOYEES AND SPOUSES IF COVERED BY THE CONSOLIDATED HEALTH INSURANCE PLAN**

After a general discussion by the board upon motion by Craig Stiltner seconded by William P. Harris with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, William P. Harris, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham and zero (0) nay, this board did hereby approve to extend the deadline for annual preventive physicals for county employees and spouses if covered by the consolidated health insurance plan until January 13<sup>th</sup>, 2017 and the deadline to turn the physical confirmation in by January 17<sup>th</sup>, 2017 to TriHealth.

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**IN RE:            CONSIDER APPROVING TO ALLOW THE CONSERVATORS OF THE PEACE FOR THE JEWELL VALLEY ATV TRAIL TO ISSUE PERMITS AT NO CHARGE**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, William P. Harris, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby approve to allow the Conservators of the Peace for the Jewell Valley ATV Trail to issue permits at no charge conditioned upon



the permittee receiving a copy of the rules and regulations of the ATV Trail and signing a statement of acknowledgment of receipt thereof.

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**IN RE:            CONSIDER CONTRIBUTIONS**

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

Slate Creek Volunteer Fire Department	\$11,346.00
Prater Rescue Squad	\$8,082.00
Twin Valley High School (Band)	\$300.00
Twin Valley Girls Basketball Boosters	\$900.00
Jewell Ridge Volunteer Fire Dept.	\$67.24
Jewell Ridge Volunteer Fire Dept.	\$8,000.00
Knox Creek Volunteer Fire Dept., Inc.	\$194.77

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

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

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**IN RE:            CONSIDER RATIFYING THE PAYMENT OF BILLS BY  
RESOLUTION ADOPTED ON JANUARY 4<sup>TH</sup>, 2016.  
(INCLUDING THE BUCHANAN COUNTY HEAD START  
RATIFIED BILL LIST AND BILL LIST)**

After a general discussion by the board upon motion by Trey Adkins seconded by Earl Scott with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, William P. Harris, Harold H. Fuller, Earl Scott, G. Roger Rife, J. Carroll Branham and zero (0) nay, this board did hereby ratify the payment of bills by Resolution adopted on January 4<sup>th</sup>, 2016. (Including the Buchanan County Head Start ratified bill list and bill list)

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**IN RE:           ADJOURNMENT**

After a general discussion by the board upon motion by Trey Adkins seconded by William P. Harris and with a unanimous voice vote by the board, this board did hereby approve to adjourn the meeting.

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

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Robert Craig Horn, County Administrator