

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on Monday the 1st day of February 2016 starting at 10:00 o'clock a.m. in the boardroom of the Buchanan County Courthouse located in Grundy, Virginia.

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

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

----- 000 -----

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

----- 000 -----

IN RE: PUBLIC HEARING – 10:00 A.M. – TO HEAR PUBLIC COMMENTS ON A PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION TO BE SUBMITTED TO THE VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT REGARDING THE HURLEY REGIONAL WATER PROJECT, PHASE VII

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

Debbie Milton with Cumberland Plateau Planning District (CPPD) stated CPPD is working on Phase VII of the Hurley Regional Water Project. Phase VII will cost approximately \$2.1 million. The county was supposed to receive \$1 million from the Abandoned Mines Land Program (AML), but we've recently received notification that AML may not fund the \$1 million. I think this will change, but presently we're not sure, she commented.

The Phase VII project is mostly on Coon Branch in the Knox District, stated Ms. Milton. There are 76 households that will be served in this area.

Trey Adkins, Knox District Supervisor stated I don't think AML understands, President Clinton approved the Safe Drinking Water Act that ensures every household would have safe drinking water, which wouldn't allow AML to take the funding from this water project.

Robert C. Horn, County Administrator asked how much local funding is needed for this project, since the resolution states \$362,000.

The resolution is incorrect; it should be approximately \$600,000.00, stated Ms. Milton. Once, the resolution is corrected, I'll submit to the board for approval.

Upon motion by Trey Adkins seconded by William P. Harris and with a unanimous voice vote by the board, the public hearing was closed.

----- 000 -----

IN RE: CONSIDER ADOPTING THE RESOLUTION AUTHORIZING THE SUBMISSION OF THE GRANT PROPOSAL TO THE VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND DESIGNATE THE COUNTY ADMINISTRATOR AS ITS REPRESENTATIVE TO SIGN ALL DOCUMENTS PERTAINING THERETO REGARDING THE HURLEY REGIONAL WATER PROJECT, PHASE VII

This issue was tabled, no action taken.

----- 000 -----

IN RE: CONSIDER APPROVING THE AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND BUCHANAN COUNTY, VIRGINIA REGARDING THE HURLEY REGIONAL WATER PROJECT, PHASE VI AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT

This issue was tabled, no action taken.

----- 000 -----

IN RE: CRIS MCCOWAN, RESIDENT – DISCUSS PETITION CONCERNING RELIABLE INTERNET SERVICES TO THE HOME CREEK AND LYNN CAMP COMMUNITIES

Cris McCowan, resident wasn't present for the meeting.

Bridget Vanover, resident in the Home Creek area of the county stated she started the petition on face book. Reliable internet service is largely unavailable in the Home Creek and Lynn Camp communities of Buchanan County, she stated. Only a small number of people in these communities are able to get satellite internet services, which is both expensive and extremely unreliable, commented Ms. Vanover.

Other people in these areas rely upon dial-up connections or do not have internet service at all, stated Ms. Vanover. The current cable provider in these areas does not nor will they ever offer internet service.

There are people in these areas that rely upon the internet for their primary means of employment, commented Ms. Vanover. Others rely on the internet to operate a business or obtain a college education. In addition to employment and education, the internet is used for many other reasons including social media, research and social development as well as entertainment purposes, she stated.

She asked if exclusive franchise was given to McClanahan Cable Services in the 1990's, asked Ms. Vanover.

L. Lee Moise, County Attorney stated he would have to research this to see. I know Time Warner has a franchise agreement with the county.

Craig Stiltner, Rocklick District Supervisor stated we've contacted Time Warner several times and worked on obtaining grant funding or partnership to extend the high speed internet services in that area. We cannot force Time Warner to show up and put cable services in, stated Mr. Stiltner. We have a meeting this Friday with Time Warner representatives to discuss this issue.

I know the McClanahan Cable Service is willing to accept two (2) different options and the owner of Cable Plus has offered to work with Time Warner, commented Mr. Stiltner.

Trey Adkins, Knox District Supervisor stated you cannot force a private company to do anything.

J. Carroll Branham, Chairman stated the county has requested Bristol Virginia Utilities about running broadband cable services in certain areas in the county. This is something we cannot force them to do, he stated. "Please give us time to work on this."

----- 000 -----

**IN RE: JEREMY COOK, CHIEF OF OAKWOOD FIRE AND RESCUE –
TO REQUEST \$30,000 FUNDING FROM THE FIRE
DEPARTMENTS ACCOUNT TO BE USED TO PURCHASE A
FIREFIGHTING AND PATIENT RESCUE UTILITY VEHICLE**

Jeremy Cook, Chief of Oakwood Fire and Rescue Squad stated he applied for a grant through the Thompson Foundation to assist in purchasing a firefighting and patient rescue utility vehicle. The Thompson Foundation approved a \$16,000.00 grant, providing the fire department can obtain the additional \$30,000.00, he stated.

I'm here to request a contribution in the amount of \$30,000.00 from the Oakwood Volunteer Fire and Rescue accounts that are in the county's budget, stated Mr. Cook. Due to the increase in ATV riding in the county, the utility vehicle will help us in the event one of these riders becomes injured and cannot get off the trail without our intervention. The unit is capable of carrying one (1) patient and an EMS attendant as well as the operator and one passenger, he commented. The unit is also equipped with a 100-gallon water tank and hose reel to aid in fighting forest fires, stated Mr. Cook.

After a general discussion by the board upon motion by G. Roger Rife seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, G. Roger Rife, Harold H. Fuller, William P. Harris, Trey Adkins, Craig Stiltner, J. Carroll Branham, Earl Scott and zero (0) nays, this board did hereby approve to issue a check in the amount of \$30,000.00 to Oakwood Volunteer Fire and Rescue from the following accounts, earmarked for the purchase of a Polaris Ranger 6 X 6 Chassis with attachments:

- \$15,000.00 from Oakwood Volunteer Fire Department, account number 32020-5604-07;
- \$15,000.00 from Oakwood Volunteer Rescue, account number 32030-5604-02.

IN RE: CONSIDER ADOPTING A RESOLUTION TO ACCEPT THE DEED OF GIFT FOR BARN OWL ROAD LOCATED IN THE PRATER MAGISTERIAL DISTRICT BETWEEN RUSSELL LEE OWENS AND ANGELA JILL OWENS AND JARROD MATNEY AND JILL VIERS MATNEY HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH DEED ON BEHALF OF BUCHANAN COUNTY TO ACKNOWLEDGE ITS ACCEPTANCE OF SUCH PROPERTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

Marcus Stiltner, Coal Haul Road Engineer stated this Deed of Gift for Barn Owl Road is a cleanup deed. The road was already in the county road system by prescriptive easement.

After a general discussion by the board upon motion by Earl Scott seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, G. Roger Rife, Harold H. Fuller, William P. Harris, Trey Adkins, Craig Stiltner, J. Carroll Branham, Earl Scott and zero (0) nays, this board did hereby adopt the following Resolution to accept the Deed of Gift for Barn Owl Road located in the Prater Magisterial District between Russell Lee Owens and Angela Jill Owens and Jarrod Matney and Jill Viers Matney husband and wife to Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney:

RESOLUTION

IN RE: ACCEPTANCE OF DEED OF GIFT BY AND BETWEEN RUSSELL LEE OWENS AND ANGELA JILL OWENS AND JARROD MATNEY AND JILL VIERS MATNEY HUSBAND AND WIFE; TO BUCHANAN COUNTY, VIRGINIA REGARDING BARN OWL ROAD LOCATED IN THE PRATER MAGISTERIAL DISTRICT, COUNTY ROAD NUMBER 4067

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property described in that Deed of Gift attached hereto between Russell Lee Owens and Angela Jill Owens and Jarrod Matney and Jill Viers Matney husband and wife and Buchanan County, Virginia and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of February, 2016 by a roll call vote of seven for and zero against.

Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT made and entered into on this the 1st day of February, 2016, by and between, **RUSSELL LEE OWENS AND ANGELA JILL OWENS AND JARROD MATNEY AND JILL VIERS MATNEY husband and wife**; hereinafter sometimes referred to as "**GRANTORS**", and **BUCHANAN COUNTY**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as "**GRANTEE**". [Exempt from recordation taxes pursuant to Code §58.1-811.3.]

WITNESSETH:

WHEREAS, the Grantee wishes to maintain a road with turning area which is a part of the public road in the Prater Magisterial District for the traveling public, named Barn Owl Road, County Road # 4076; and

WHEREAS, the Grantors desire to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way for a road which is part of the public road known as Barn Owl Road, County Road # 4076; and

NOW THEREFORE, for and in consideration of promoting the public interest by providing a road with turning area which is part of a public road Barn Owl Road, County Road # 4076 in the Prater Magisterial District for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE** , all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Prater Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

REFERENCE D.B. 348 PG. 42 RUSSELL LEE OWENS and ANGELA JILL OWENS

BEGINNING at a point on the South right-of-way of Route 83, said point has an approximate NAD 1983 Virginia State Plane South Zone coordinate value of N=3,620,638.399 and E=10,412,555.070; thence leaving said right-of-way S 43°40'00"

W a distance of 86.51' to a point; thence N 24°59'55" E a distance of 56.11' to a point; thence N 39°34'49" E a distance of 10.66' to a point; thence N 42°25'42" W a distance of 10.05' to a point; thence N 47°34'18" E a distance of 24.27' to a point on the South right-of-way of Route ; thence with said right-of-way S 41°43'32" E a distance of 27.18'; to the point the point of beginning, having an area of 1335.129 square feet, and containing 0.031 acres more or less.

REFERENCE D.B.428 PG.253 JARROD AND JILL VIERS MATNEY

BEGINNING at a point on the South right-of-way or Route 83, said point has an approximate NAD 1983 Virginia State Plane South Zone coordinate value of N=3,620,638.399; thence with said right-of-way S 41°43'32" E a distance of 12.82' to a point; thence leaving said right-of-way S 47°34'18" W a distance of 23.78' to a point; thence N 42°25'42" W a distance of 9.88' to a point; thence S 31°47'27" W a distance of 12.54' to a point; thence S 24°39'39" W a distance of 77.49' to a point; thence S 37°48'25" E a distance of 13.97' to a point; thence S 52°11'35" W a distance of 20.00' to a point; thence N 50°30'28" W a distance of 34.62' to a point; thence N 26°47'28" E a distance of 20.00' to a point; thence S 63°12'32" E a distance of 9.57' to a point; thence N 24°41'12" E a distance of 27.03' to a point; thence N 43°40'00" E a distance of 86.51'; to the point of beginning, having an area of 2306.559 square feet, and containing 0.053 acres more or less.

Source and title for Grantors: Russell Lee and Angela Jill Owens, acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in Deed Book No. 348, page 042, in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 047 Tax Map #2HH-245.

Source and title for Grantors: Jarrod and Jill Viers Matney, acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in Deed Book No. 428, page 253, in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 046 Tax Map #2HH-245.

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

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

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

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

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

That on the 1st day of February, 2016, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

IN RE: CONSIDER ADOPTING A RESOLUTION TO ACCEPT THE DEED OF GIFT FOR BENTLEY ROAD LOCATED IN THE KNOX MAGISTERIAL DISTRICT BETWEEN DANNY RAY MCCOY AND LINDA MCCOY, HUSBAND AND WIFE TO BUCHANAN COUNTY, VIRGINIA AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH DEED ON BEHALF OF BUCHANAN COUNTY TO ACKNOWLEDGE ITS ACCEPTANCE OF SUCH PROPERTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

Marcus Stiltner, Coal Haul Road Engineer stated this Deed of Gift for Bentley Road is a cleanup deed. The road was already in the county road system by prescriptive easement.

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

RESOLUTION

IN RE: ACCEPTANCE OF DEED OF GIFT BY AND BETWEEN DANNY RAY MCCOY AND LINDA MCCOY, HUSBAND AND WIFE; TO BUCHANAN COUNTY, VIRGINIA REGARDING BENTLEY ROAD LOCATED IN THE KNOX MAGISTERIAL DISTRICT, COUNTY ROAD NUMBER 2465

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

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of February, 2016 by a roll call vote of seven for and zero against.

Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT made and entered into on this the 1st day of February, 2016, by and between, **DANNY RAY MCCOY AND LINDA MCCOY husband and wife;** hereinafter sometimes referred to as "**GRANTORS**", and **BUCHANAN COUNTY,** a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as "**GRANTEE**". [Exempt from recordation taxes pursuant to Code §58.1-811.3.]

WITNESSETH:

WHEREAS, the Grantee wishes to maintain a road with turning area which is a part of the public road in the Knox Magisterial District for the traveling public, named Bentley Road , County Road # 2465; and

WHEREAS, the Grantors desire to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way for a road which is part of the public road known as Bentley Road , County Road # 2465; and

NOW THEREFORE, for and in consideration of promoting the public interest by providing a road with turning area which is part of a public road known Bentley Road , County Road # 2465 in the Knox Magisterial District for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE** , all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Knox Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

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

BEGINNING at a point on the North right-of-way or Route 647 said point has an approximate NAD 1983 Virginia State Plane South Zone coordinate value of N=3,696,030.628 and E=10,470,659.315; thence with said right-of-way N 72°08'55" W a distance of 20.01' to a point; thence leaving said right-of-way and with the proposed Western right-of-way of Bentley Road the following N 19°08'34" E a distance of 14.71' to a point; thence N 00°20'10" E a distance of 29.16' to a point; thence N 00°43'48" W a distance of 102.16' to a point; thence N 16°01'01" E a distance of 26.48' to a point; thence N 27°19'23" E a distance of 55.73' to a point; thence N 19°49'49" E a distance of 35.10' to a point on the proposed turn around area; thence with said proposed turn around area the following S 58°48'23" E a distance of 23.51' to a point; thence S 17°33'55" E a distance of 31.23' to a point; thence S 81°05'47" W a distance of 20.01' to a point; thence

N 07°25'00" W a distance of 8.37' to a point on the proposed Eastern right-of-way of Bentley Road; thence continuing with said proposed Eastern right-of-way the following S 27°19'23" W a distance of 59.90' to a point; thence S 16°01'01" W a distance of 21.56' to a point; thence S 00°43'48" E a distance of 99.40' to a point; thence S 00°20'10" W a distance of 32.66' to a point; thence S 19°08'34" W a distance of 17.57'; to the point of beginning, having an area of 5641.550 square feet, and containing 0.130 acres more or less.

Source and title for Grantors: Danny Ray McCoy and Linda McCoy, acquired a portion of the land affected by this right-of-way deed by a deed conveyance recorded in Deed Book No. 410, page 524, in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed. Said land affected by this right-of-way deed is shown as parcel # 003 B Tax Map #2HH-042.

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

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

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

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

There is hereby excepted and reserved from the operation of this conveyance such of the coal, oil, minerals, rights, privileges, etc., as may have been heretofore sold or

excepted from said land by prior owners. Additionally, this conveyance is subject to all exceptions, limitations or conditions contained in any document which constitutes a muniment of title to the property being conveyed herein and that have been heretofore been recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia.

That on the 1st day of February, 2016 the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

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

----- 000 -----

**IN RE: CONSIDER APPROVING THE AMENDED BUCHANAN COUNTY
PUBLIC ROAD POLICY**

L. Lee Moise, County Attorney stated the proposed amendment to the Buchanan County Public Road Policy is to include Section G. "Procedure for Drainage Easements" only, which states as follows:

1. The County Road Engineer must issue an opinion that drainage work is necessary to maintain the integrity of a County Road or public property.
2. The drainage work must be fully encompassed within 10 feet of the outer boundary of the County Road.
3. The drainage work must take place within a County right of way or the property owner(s) must convey a permanent drainage easement to the County covering the area where the drainage work is to be performed.

The drainage easement deed must be accepted by the Board of Supervisors before any drainage work is performed, except in the case of an emergency. In the case of an emergency, the property owners must execute a temporary drainage easement that must be eventually replaced with a permanent drainage easement deed. An emergency shall be as defined in County Code section 16-26.

Section G. was not in the previous Amended Buchanan County Public Road Policy, stated Mr. Moise. This amended policy clears up any language issues there was with the previous policy.

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of six (6) yeas, Earl Scott, G. Roger Rife, Trey Adkins, William P. Harris, J. Carroll Branham, Craig Stiltner and one (1) nay, Harold H. Fuller, this board did hereby adopt the following Amended Buchanan County Public Road Policy:

AMENDED BUCHANAN COUNTY PUBLIC ROAD POLICY

The Buchanan County Board of Supervisors hereby adopts the following guidelines for the use of public funds for the maintenance of any county road within Buchanan County that meets the below criteria:

A. EXISTING PUBLIC ROADS WITHIN COUNTY ROAD SYSTEM WITH DISPUTED RIGHT-OF-WAY

1. Affidavits signed by county residents, current and/or former county employees, or representatives verifying that the road in dispute has been maintained by the public for more than twenty (20) years shall be executed and provided to the county attorney for review by those persons requesting public maintenance of the roadway. The county attorney shall provide the format of the affidavit.
2. All landowners not disputing public ownership along the disputed roadway shall execute right-of-way conveyances to Buchanan County providing for at least twenty (20') feet of width with an option for additional right-of-way to meet state standards in the event the Commonwealth of Virginia assumes the right-of-way at a later date. This conveyance shall include the landowners' rights of ingress and egress over the lands of others obtained by them or their predecessors in title through express deed, operation of law or court action.
3. Upon compliance with conditions 1 & 2, those persons, upon their request, who are disputing the subject roadway, and upon motion of the supervisor whose district is affected with approval of the majority of the Board of Supervisors, shall be given written notice and copies of the affidavits and conveyances and a timetable for the county's road improvement plans. Any person so notified who attempts to block or impede county employees or contractors for the County from working a road that has met the aforesaid criteria shall be subject to all applicable criminal and civil actions and penalties provided by Virginia Law and the county administrator shall forthwith cooperate with the Commonwealth Attorney's office in the prosecution of such persons if the Commonwealth Attorney so advises.
4. Failure to support by a sufficient number of affidavits that the disputed roadway has been in use by the public and worked by the county for more than twenty (20) years and failure by landowners other than those disputing the public ownership of the roadway to execute rights-of-way to Buchanan County shall result in the disputed roadway being deemed as a private road by Buchanan County, if applicable, road shall formally be removed from the county road system, and no public funds shall be expended for the maintenance and improvement of the road until such criteria is met.
5. The requirements set forth in the above paragraphs shall not apply upon proof that the road in dispute has been formally conveyed to and accepted by Buchanan County prior to the dispute. In such event, the County may proceed directly to enforce its rights under Virginia Law to maintain, improve and keep open the subject public road.

B. EXISTING ROADS WITHIN COUNTY ROAD SYSTEM WITH NON-DISPUTED RIGHT-OF-WAY HAVING INADEQUATE RIGHT-OF-WAY DOCUMENTATION

1. In regards to existing roads currently within Buchanan County Road System for which all current property owners are in agreement to the right-of-way for said road, but right-of-way deed(s) have never been properly executed and recorded; then the Buchanan County Mapping/Engineering Department is to proceed with a compass centerline survey for the preparation of a right-of-way deed by the County legal department. It is intended, as time permits, that the compass centerline survey will be upgraded to a detailed plat survey resulting in an amended right-of-way deed.

C. EXTENSIONS OF EXISTING PUBLIC COUNTY ROADS

1. Dwellings located within two tenths (.2) miles of the end of the existing county right-of-way may have the primary roadway to their house maintained by Buchanan County if the roadway meets all applicable criteria set forth in this Road Policy provided that the landowner(s) of the last dwelling conveys an additional right-of-way for an area for the public to be able to turnaround in a convenient manner. The turnaround area, or cul-de-sac, may be maintained by Buchanan County along with the rest of the roadway. All turnaround areas shall meet the criteria set forth in section D. "New County Public Road Procedure and Criteria". No driveway leading from a roadway or cul-de-sac in Buchanan County will be maintained or improved with public funds unless the above criteria are met. An extension that exceeds two tenths (.2) of a mile must meet new road criteria as set forth in section D. "New County Public Road Procedure and Criteria".

D. NEW COUNTY PUBLIC ROAD PROCEDURE AND CRITERIA

1. Landowners desiring Buchanan County to assume ownership of a private road or a section thereof which has been declared private by court order or is otherwise determined to be private shall execute rights-of-way and rights of public ingress and egress conveyances to Buchanan County providing for at least forty (20') feet in width with an option for additional right of way to meet state standards in the event the Commonwealth of Virginia assumes the right of way at a later date. In addition, a turnaround, or culdesac, at the end of said road of a dimension approved by the County Mapping/Engineering Department must be conveyed by all applicable landowner(s). The landowner(s) shall complete an application for a new road or an extension thereof and provide with such application certificate of title and copies of deeds or a court order establishing that such landowners have an express rights of ingress or egress across the private road. Applications will be available at the County Administrator's Office and at the County Mapping/Engineering Department. All completed applications must be signed by the Supervisor in whose district the road is located. All applications are to be submitted to the County Road Engineer at 1230 Almarine Road, Grundy, VA or mailed to the Attn: County Road Engineer at P.O. Drawer 950, Grundy, VA 24614. All applications will be reviewed by a committee consisting of the County Road Engineer,

County Mapping Coordinator, County Administrator, and the County Attorney. The Committee shall then make a recommendation to the Board of Supervisors as to whether to proceed forward with the application

2. No private road shall be effectively taken into the Buchanan County Road System until the instrument conveying same is signed as to form by the County Attorney. The right-of-way deed shall then be recorded with the Circuit Court Clerk's Office of the Buchanan County Circuit Court prior to any public funds being expended for the construction or maintenance of same.

3. No private roadway shall be taken into the County Public Road System unless same services at least three (3) occupied dwellings; however the Board of Supervisors meeting quorum requirements may determine by unanimous vote of the supervisors present that extraordinary circumstances providing a benefit to the general public merit accepting a road into the County Public Road system that currently serve less than three (3) occupied dwellings.

4. The selection of a road to be formally taken into the Buchanan County Public Road System must be initiated by the Board of Supervisors member within whose district the roadway is situated.

5. No public funds shall be expended to maintain the section of private road not conveyed to Buchanan County unless the county is provided a legal opinion by the County Attorney that such expenditure is proper under applicable law and the facts of the specific roadway.

E. ROAD CONSTRUCTION AND MAINTENANCE IS SUBJECT TO AVAILABILITY OF FUNDS

1. Improvements to roads within the county public road system hereunder are subject to the availability of funding and the order of priority and need, based upon technical and engineering information provided by the County Road Mapping/Engineering Department to the Buchanan County Board of Supervisors. The selection of a road to be maintained hereunder must be initiated by the Board of Supervisors member within whose district the roadway is situated.

F. RETENTION /IMPOUNDING OF WATER BY ROADS AND BRIDGES

1. Any private or public road, culvert, or bridge which permanently or temporarily impounds water due to restricting water flow due to the structure's size, shape, or underpinnings shall be immediately reported in writing to the County Administrator, County Attorney and Commonwealth Attorney by any employee of Buchanan County who investigates or observes same.

2. Any private bridge or culvert which impedes water flow during high waters and creates an imminent flood danger to the public may be removed by Buchanan County on an emergency basis if authorized in writing by the Chairman of the Buchanan County Board of Supervisors and the Buchanan County Emergency Services Coordinator which action shall then be presented to the Board of Supervisors at its next meeting for

ratification. The Board may, at that time and upon the specific facts and circumstances, resolve to proceed against the landowner to recover the costs of such removal and replacement if the Board is so advised.

G. PROCEDURE FOR DRAINAGE EASEMENTS

1. The County Road Engineer must issue an opinion that drainage work is necessary to maintain the integrity of a County Road or public property.
2. The drainage work must be fully encompassed within 10 feet of the outer boundary of the County Road.
3. The drainage work must take place within a County right of way or the property owner(s) must convey a permanent drainage easement to the County covering the area where the drainage work is to be performed.

The drainage easement deed must be accepted by the Board of Supervisors before any drainage work is performed, except in the case of an emergency. In the case of an emergency, the property owners must execute a temporary drainage easement that must be eventually replaced with a permanent drainage easement deed. An emergency shall be as defined in County Code section 16-26.

The Board of Supervisors originally adopted this Policy on the 6th day of July, 2009 by a vote of four (4) For and three (3) Against. An Amended policy was also approved and adopted by the Board on 6th day of May, 2013, by a vote of seven (7) For and Zero (0) Against which deleted the requirement of a public hearing to take in a road into the County System. The Board also adopted an additional Amended Policy on the 3rd day of June, 2013, deleting the language requiring three separate property owners in Section D(3) of this Policy.

Also, the Board on December 7, 2015 amended paragraph (D)(3) to permit the Board on an unanimous vote of the supervisors present when a quorum is present to permit an exception to the requirement that a new road have at least three dwellings when extraordinary circumstances providing a benefit to the general public merit accepting a road into the County Public Road system that currently serve less than three (3) occupied dwellings.

The Board adopted and approved an additional Amended Policy on the 1st day of February, 2016 adding Section G---Procedure for Drainage Easements.

Chairman, Buchanan County Board of Supervisors

REVIEWED & APPROVED:

County Administrator, Buchanan County

County Attorney, Buchanan County

County Road Engineer, Buchanan County

County Mapping Coordinator, Buchanan County

----- 000 -----

IN RE: CONSIDER APPROVING THE DELEGATION OF AUTHORITY REGARDING THE STATE ROUTE 80, ROCKWALL CURVE PROJECT AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENT

Billie Campbell with Terra Tech Engineering Services stated the Delegation of Authority regarding State Route 80, Rockwall Curve Project will allow the contractor to sign the inspection reports, storm water pollution prevention plans and all other documents required by the permit with the Virginia Department of Environmental Quality (DEQ). Previously, the contractor was allowed to do this, but now DEQ needs someone designated to do this, he stated.

After a general discussion by the board upon motion by William P. Harris seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Harold H. Fuller, Earl Scott, G. Roger Rife, Trey Adkins, William P. Harris, J. Carroll Branham, Craig Stiltner and zero (0) nays, this board did hereby approve the Delegation of Authority regarding the State Route 80, Rockwall Curve Project for the Virginia Department of Environmental Quality (DEQ) General VPDES Permit for discharges of stormwater from construction activities and authorized the County Administrator to execute the document.

----- 000 -----

IN RE: CONSIDER APPROVING THE ADDENDUM TO GENERAL REASSESSMENT CONTRACT BETWEEN BUCHANAN COUNTY AND WAMPLER & EANES APPRAISAL GROUP, LTD. AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE THE ADDENDUM ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

L. Lee Moise, County Attorney stated Wampler & Eanes Appraisal Group had a punch list of things that needed to be done to satisfy the contract for doing the recent reassessment. This addendum is a modification to the contract.

Upon motion of Trey Adkins seconded by William P. Harris and with a roll call vote of five (5) yeas, Trey Adkins, William P. Harris, Harold H. Fuller, J. Carroll Branham, Craig Stiltner and two (2) nays, G. Roger Rife and Earl Scott, this board did hereby approve the Addendum to General Reassessment Contract between Buchanan County and Wampler & Eanes Appraisal Group, LTD. and authorized the Chairman of

the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute the Addendum on behalf of Buchanan County with the approval as to form by the County Attorney:

**ADDENDUM TO GENERAL REASSESSMENT CONTRACT
BETWEEN BUCHANAN COUNTY, VA. AND
WAMPLER & EANES APPRAISAL GROUP, LTD.**

Now come the parties, Buchanan County, Va., a political subdivision of the Commonwealth of Virginia and Wampler & Eanes Appraisal Group, LTD and agree to modify the contract dated the 3rd day of June, 2013 providing for the reassessment of all real estate property in Buchanan County, Va. as follows:

- 1) That the parties have agreed to modify said agreement dated the 3rd day of June, 2013 to provide a release the retainage of \$52,007.36 to Wampler & Eanes Appraisal Group, LTD in the manner as set forth below:
 - a) Upon agreement of Wampler & Eanes to a final punch list, the County agrees to release 50% of the retainage; said agreement to the punch list shall be confirmed by the signing of this Addendum by Wampler & Eanes; and
 - b) The balance of the retainage shall be released upon completion of all items listed on the punch list, which is attached as Exhibit "A" to this addendum and made a part of this Addendum by incorporation by reference.

EXECUTED IN DUPLICATE ORIGINALS:
IN WITNESS HEREOF:

BUCHANAN COUNTY, VIRGINIA

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

ATTEST:

Robert Craig Horn, County Administrator

APPROVED TO AS TO FORM ONLY:

Lawrence L. Moise III, County Attorney

_____ 000 _____

**IN RE: CONSIDER ADOPTING THE RESOLUTION AUTHORIZING
 THE COUNTY ADMINISTRATOR TO PAY UTILITY BILLS FOR
 501(C)(3) NON-PROFIT ORGANIZATIONS AS A
 CONTRIBUTIONS**

After a general discussion by the board upon motion by William P. Harris seconded by Earl Scott and with the following roll call vote of seven (7) yeas, William P. Harris, Earl Scott, Trey Adkins, Craig Stiltner, Harold H. Fuller, G. Roger Rife, J. Carroll Branham and zero (0) nays, this board did hereby adopt the enclosed Resolution authorizing the County Administrator to pay utility bills for 501(c)(3) non-profit organizations as a contributions.

IN RE: CONSIDER APPOINTMENT TO THE CUMBERLAND PLATEAU PLANNING DISTRICT BOARD OF DIRECTORS

Robert C. Horn, County Administrator stated Cumberland Plateau had sent an email informing him that the board of supervisors has one (1) appointment to the Board of Directors for Cumberland Plateau Planning District that hasn't been filled.

William P. Harris, Hurricane District Supervisor stated we need a member that will attend those meetings and it could be a community member.

After a general discussion by the board, this issue was tabled.

IN RE: CONSIDER APPROVING THE MEMORANDUM OF SURFACE USE AGREEMENTS FROM CONSOL BUCHANAN MINING COMPANY, LLC AND CNX GAS COMPANY, LLC. AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE THE AGREEMENTS ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

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

IN RE: DENNIS DAY, RESIDENT - DISCUSS PETITION CONCERNING RELIABLE INTERNET SERVICES TO THE HOME CREEK AND LYNN CAMP COMMUNITIES

Dennis Day, resident stated I have information from representatives from Time Warner that the company has been prevented from expanding into certain communities in the county. I've talked and emailed Time Warner several times and they will not cross the McClanahan Cable franchise with the county, he stated. Time Warner cannot provide services to the Home Creek and Lynn Camp areas, due the franchise agreement Buchanan County has with McClanahan Cable Service.

L. Lee Moise, County Attorney stated the county has a franchise cable ordinance, but I'm not sure of a franchise agreement with McClanahan Cable Service.

I've talked to the President of Time Warner for this area and he said they would bring us cable and internet services, but they cannot cross over McClanahan Cable Service, commented Mr. Day.

Trey Adkins, Knox District Supervisor stated give us time to work on this and we'll see what we can do.

I'll check to see if the McClanahan's has a franchise agreement with the county, stated Mr. Moise.

The McClanahan's has been a good company, but they only provide cable services for this area, stated Mr. Day. They've stopped progress for internet services. If

there's something in the county's ordinance that's stopping it, then it needs to be changed.

I'll research this and give a report at the next board meeting, stated Mr. Moise.

----- 000 -----

**IN RE: CONSIDER ADOPTING A RESOLUTION REGARDING THE
OPPOSITION TO BOTH THE FEDERAL GOVERNMENT AND
THE STATE GOVERNMENT PERMITTING THE ENTRY OF
SYRIAN REFUGEES INTO THE UNITED STATES AND INTO
THE COMMONWEALTH OF VIRGINIA WHO HAVE NOT BEEN
PROPERLY VETTED**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Harold H. Fuller, Trey Adkins, Craig Stiltner, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham and zero (0) nays, this board did hereby adopt the following Resolution regarding the opposition to both the federal government and the state government permitting the entry of Syrian refugees into the United States and into the Commonwealth of Virginia who have not been properly vetted:

RESOLUTION

**RE: SUPPORT OF THE SECOND AMENDMENT TO THE
CONSTITUTION OF THE UNITED STATES OF AMERICA**

WHEREAS, the Buchanan County, Va., Board of Supervisors recognizes and acknowledges the current dangers to citizens of the United States posed by radical Islam terrorists; and

WHEREAS, James Comey, Director of the FBI testified before the House Committee on Homeland Security that the federal government does not have the ability to conduct Thorough background checks on all of the 10,000 Syrian refugees that the Obama Administration has agreed to settle in the United States; and

WHEREAS, a team of radical Islam terrorists murdered 130 innocent people in Paris on November 13, 2015; and

WHEREAS, two committed Islam terrorists perpetrated the mass murder of fourteen (14) innocent American citizens, along with the malicious wounding of twenty-one (21) other innocent American citizens in San Bernardino, California on December 2, 2015; and

WHEREAS, the first and foremost duty of government is to protect the lives and property of its citizens as well as secure its borders; and

WHEREAS, there is no right to immigrate to the United States of America, it is a privilege that should be afforded only to individuals who do not pose a threat to American citizens and that can assimilate and become productive law abiding citizens of the United States;

WHEREAS, permitting the entry into the United States of 10,000 Syrian refugees who have not been thoroughly vetted as peaceful and law abiding immigrants is beyond foolhardy and is tantamount to gross negligence by the government, whether federal and/or state; and

NOW, THEREFORE BE IT RESOLVED, by the Buchanan County, Va. Board of Supervisors, that said Board states its steadfast opposition to both the federal government and the state government of the Commonwealth of Virginia permitting the entry of Syrian refugees into the United States and into the Commonwealth of Virginia who have not been properly vetted. BE IT FURTHER RESOLVED, that the County Administrator is directed to mail a copy of this resolution to President Barrack Obama; to each of Virginia's two United States Senators; to Congressman Morgan Griffith; to Governor Terry McAuliffe; and to State Senator Ben Chafin and to Delegate Will Morefield.

This resolution was adopted this the 1st day of February, 2016 by the Buchanan County, Va., Board of Supervisors.

Recorded Vote:

Moved by: Trey Adkins

Seconded by: Craig Stiltner

Yeas: Seven

Nays: Zero

Chairman of the

Buchanan County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

----- 000 -----

**IN RE: CONSIDER RATIFYING REFUNDS DUE TO THE RESULT OF
ERRONEOUS ASSESSMENTS**

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

- Danny or Kathy Justus in the amount of \$2,798.92;
- Cumberland Bank & Trust Co. c/o Thomas Reuters in the amount of \$2,605.98;
- Jewell Smokeless Coal Co. in the amount of \$213,506.28.

----- 000 -----

**IN RE: CONSIDER APPROVING BIDS FOR THE BUCHANAN
COUNTY 911 DISPATCH CENTER RELOCATION**

Billie Campbell with Terra Tech Engineering Services stated bids were received for the Buchanan County 911 Dispatch Center relocation project. The 911 center needs a full upgrade, so this can be done during the relocation process. Even if the 911 center isn't relocated, it's still needs updated, he stated.

There are four (4) different contracts for the relocation: No. 1, Tower & Radio; No. 2, Electrical; No. 3, Furniture and No.4, Computer Upgrades, he stated. Contract No. 1, there was only one (1) bid received from Two-Way Radio Services, Inc. in the amount of \$59,813.95, which he included part of his bid on Contract No. 4. for the tower and

radio services in the amount of \$155,672.00 for a total of \$215,485.95, stated Mr. Campbell.

Contract No. 2, there was only one (1) bid received from Two-Way Radio Services, Inc. in the amount of \$35,051.05, stated Mr. Campbell. Contract No. 3, there were two (2) bids received; Two-Way Radio Services, Inc. in the amount of \$70,637.00 and Xybix System, Inc. in the amount of \$45,887.34 and Contract No. 4, for computer upgrades there was only one (1) bid received from IGO Technology, Inc. in the amount of \$222,137.24.

The total amount for the project to relocate the dispatch center to the new Buchanan County Sheriff's Office is \$518,561.58, commented Mr. Campbell.

Craig Stiltner, Rocklick District Supervisor asked if there were monies set aside for the upgrade? I understand the 911 dispatch center needs to be upgraded whether they relocate or not. This had to be done.

Mr. Campbell stated yes, there's funding in the 911 account for this project.

G. Roger Rife, South Grundy District Supervisor stated we recently upgraded the county's radio system to the STARS Radio System through the State Police. Now, we're going to have to build a tower, he asked.

Robert C. Horn, County Administrator stated we didn't do anything regarding a tower. The county has coordinated with the State Police radio system.

Rickey Bailey, E-911 Coordinator stated there's \$1 million in the 911 account that can be used for the relocation of the dispatch office.

It's my recommendation to accept the bids for this project, stated Mr. Campbell.

Will there be renovations, asked Mr. Rife?

The renovations for the sheriff's office has been done, this is only for the upgrade of the 911 center, stated Mr. Campbell.

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, G. Roger Rife, Earl Scott, Harold H. Fuller, William P. Harris and zero (0) nays, this board did hereby approve the following bids for the relocation of the Buchanan County Dispatch Center to the new Buchanan County Sheriff's Office located at 1327 Lovers Gap Road, Vansant, Va.:

- Contract No. 1: Tower & Radio – Two-Way Radio Services, Inc. – in the amount of \$215,485.95;
- Contract No. 2: Electrical – Two-Way Radio Services, Inc. – in the amount of \$35,051.05
- Contract No. 3 – Furniture – Xybix System, Inc. – in the amount of \$45,887.34
- Contract No. 4- Computer Upgrades – IGO Technology, Inc. – in the amount of \$222,137.24.

IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS

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

- Additional appropriation to Sheriff’s Office, (purchase of new vehicles) account number 31020-8107 in the amount of \$7,023.21;
- Additional appropriation to Rowe Community Center, account number 53050-5604-02 in the amount of \$600.00;
- Additional appropriation to Garden District Park and Rec., account number 71040-5604-01 in the amount of \$150.00;
- Additional appropriation to Hurricane District Park and Rec., (general supplies) account number 71040-6022-02 in the amount of \$700.00;
- Additional appropriation to Buchanan County Public Library, (machinery and equipment), account number 73010-8101 in the amount of \$2,712.00;
- Additional appropriation to Circuit Court Clerk’s Office, account number 21060-3320 in the amount of \$1,306.72;
- Additional appropriation to Southwest Regional Recreation Authority, account number 81010-5605 in the amount of \$275.00;
- Additional appropriation to Rocklick District Park and Rec. account number 71040-5604-06 in the amount of \$29.85;
- Additional appropriation to Rocklick District Park and Rec. account number 71040-5604-06 in the amount of \$32.85;
- Additional appropriation to Commissioner of Revenue, (machinery and equipment) account number 12090-8101 in the amount of \$2,054.00;
- Additional appropriation to Rocklick District Park and Rec., account number 71040-5604-06 in the amount of \$150.00.

----- 000 -----

IN RE: CONSIDER APPROVING TO ADD ADDITIONAL LINES ITEMS TO THE TOURISM BUDGET FOR PAYROLL

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, G. Roger Rife, Earl Scott, Harold H. Fuller, William P. Harris and zero (0) nays, this board did hereby approve to add additional lines items to the tourism budget for payroll, account number 81010-5604.

----- 000 -----

IN RE: CONSIDER APPROVING TO MOVE FORWARD WITH THE IMPLEMENTATION OF THE ATV AUTHORITY

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner and with a unanimous voice vote by the board, this board did hereby approve Sandy Stiltner, Executive Secretary and Assistant Tourism Director along with the County Attorney to move forward with the implementation of the ATV Authority.

----- 000 -----

IN RE: CONSIDER APPOINTING JILL YATES AS ALTERNATE TO THE BUCHANAN COUNTY TOURISM COMMITTEE UPON RECOMMENDATION FROM THE COMMITTEE

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

----- 000 -----

IN RE: CONSIDER REQUEST FROM THE BUCHANAN COUNTY TOURISM COMMITTEE IN SUPPORT OF THE DEVELOPMENT OF THE WILDLIFE HABITAT PROJECT NEAR SOUTHERN GAP AND PROVIDE FUNDING FOR THIS PROJECT

Craig Stiltner, Rocklick District Supervisor stated Leon Boyd with the Southwest Virginia Sportsmen, Inc. stated there are areas beyond Southern Gap near the Coal Canyon ATV trail where wildlife habitat plots could be developed to feed the elk. The Buchanan County Tourism Committee has approved a Resolution in support of this project. I suggest each supervisor approve a donation in the amount of \$500.00 for this project, he stated.

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

----- 000 -----

IN RE: GENERAL DISCUSSION CONCERNING A RIFLE RANGE

Harold H. Fuller, Garden District Supervisor stated the National Rifle Association was willing to assist in the development of a rifle range at Southern Gap.

Craig Stiltner, Rocklick District Supervisor stated the Buchanan County Industrial Development Authority (IDA) wouldn't approve a location for the rifle range. I think there was one (1) resident that opposed the project. I don't know why the IDA wouldn't approve it, he stated. The closes rifle range is in Louisville, Kentucky. It wouldn't be a revenue source, but it would be great for the residents. Our own IDA wouldn't even discuss it and they have over 3,200 areas on Southern Gap, he stated.

Robert C. Horn, County Administrator and IDA Director stated the IDA Board of Directors didn't want the rifle range close to the industrial property. One resident did complain because it would've been close to their home. The rifle range could be put in another location in the county.

J. Carroll Branham, Chairman requested Mr. Horn to look at other locations in the county for the development of a rifle range.

----- 000 -----

IN RE: CONSIDER ADOPTING THE RESOLUTION SUPPORTING THE EXTENSION OF THE COALFIELD EMPLOYMENT ENHANCEMENT TAX CREDIT AND THE VIRGINIA COAL EMPLOYMENT AND PRODUCTION INVENTIVE TAX CREDIT

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

RESOLUTION

IN RE: SUPPORTING THE EXTENSION OF THE COALFIELD EMPLOYMENT ENHANCEMENT TAX CREDIT AND THE VIRGINIA COAL EMPLOYMENT AND PRODUCTION INCENTIVE TAX CREDIT

WHEREAS, coal is the most valuable single mineral resource produced in the Commonwealth of Virginia and accounts for five percent of Southwest Virginia's workforce and nearly 12 percent of the region's total wages; and

WHEREAS, coal mining companies operating in Virginia in FY 2013 contributed tax revenues to Southwest Virginia counties totaling almost \$51.5 million including severance, coal and gas road improvement and machinery and tools taxes; and

WHEREAS, coal mining generated about \$2.6 billion in economic activity in Southwest Virginia in 2013, supporting 9,753 direct and indirect jobs in the region and \$3 billion in spending in the state, supporting 11,966 jobs; and

WHEREAS, tax revenues paid to Southwest Virginia localities were used to help improve road and water/sewer systems and provided the funds needed to upgrade local infrastructure projects; and

WHEREAS, the Coalfield Employment Enhancement Tax Credit applies to coal produced from mines located within the state's borders and is intended as a means of maintaining coal-related employment in the coalfield counties and other parts of the state; and

WHEREAS, Virginia's railroads rely on the coal produced in Southwest Virginia as one of the primary commodities transported by rail (\$58.8 million in 2013), thereby creating additional employment; and

WHEREAS, Virginia's ports also rely on coal produced in Southwest Virginia as one of the products they ship, thereby creating jobs in that employment sector; and

WHEREAS, legislation has been filed in the 2016 Virginia General Assembly to renew the credits and extend the sunset date of both credits to January 1, 2020 through House Bill 298 patroned by Del. Terry Kilgore and SB44 patroned by Sen. Bill Carrico; and

WHEREAS, the credits have led to the use of coal mined in Virginia and stemmed declines in coal production, leading to needed tax revenues for essential infrastructure projects for the counties benefitting from coal severance taxes paid; and

NOW, THEREFORE, BE IT RESOLVED that on this 1st day of February, 2016, the Buchanan County Board of Supervisors hereby expresses its support for the renewal of and sunset date extension of the Coalfield Employment Enhancement Tax Credit for coal producers and the Virginia Coal Employment and Production Incentive Tax Credit for utilities within the Commonwealth of Virginia.

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

ATTEST:

Robert C. Horn, County Administrator

----- 000 -----

**IN RE: CONSIDER ADOPTING THE RESOLUTION OPPOSING THE
 PROPOSED HOUSE BILL 80**

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

----- 000 -----

IN RE: CONSIDER APPROVING INVOICES FOR THE BUCHANAN COUNTY SHERIFF'S OFFICE TO BE PAID FROM SHERIFF'S OFFICE, (NEW BUILDING, RENOVATIONS) ACCOUNT NUMBER 52-94100-7014-04

Ray Foster, Sheriff stated one (1) invoice is for Horn's Locksmith for re-keying the new sheriff's office building in the amount of \$1,750.00 and the other to purchase a new front desk from Dominion Office Products in the amount of \$7,999.94.

The new sheriff's office needs to be re-keys because we don't know who has a key to all the offices in the building, including the evidence room, stated Sheriff Foster.

The other invoice in the amount of \$7,999.94 is from Dominion Office Supplies for the purchase of a front desk for the new office, he stated. The desk will be used at the front desk and provide electrical outlets, which is necessary for the office. There's still funding in the renovation account for the purchase of these two (2) items, he stated.

Robert C. Horn, County Administrator asked if procurement was done on these two items?

I'll have to check, I'm not sure, commented Sheriff Foster.

After a general discussion by the board upon motion by Craig Stiltner seconded by Earl Scott and with the following roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, G. Roger Rife, Earl Scott, Harold H. Fuller, William P. Harris and zero (0) nays, this board did hereby approve the quote from Horn's Locksmith in the amount of \$1,750.00 to re-key the new Buchanan County Sheriff's Office, which will be paid from Office New Building, (renovation account), 52-94100-7014-04.

_____ 000 _____

IN RE: CONSIDER APPROVING THE INVOICE FROM SOUTHWEST VIRGINIA COMMUNITY COLLEGE

Trey Adkins, Knox District Supervisor stated we need to make sure that the other surrounding counties are paying their part to SWCC.

J. Carroll Branham, Chairman requested the County Administrator to check on this and report back to the board of supervisors.

This issue was tabled, no action taken.

_____ 000 _____

IN RE: CONSIDER APPROVING COYOTE CLAIMS

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

- Eddie Williams (two claims)
- Chris Wolford
- Evelyn Compton (two claims)
- Dennis McGlothlin
- Arvil Quinley
- Earl Blankenship
- Clinton Hurley (six claims)
- Steve Stiltner (two claims)
- Sabrina Stiltner

----- 000 -----

IN RE: CONSIDER APPROVAL TO TRANSFER THE APPROPRIATION FROM FUND 1, CAPITAL OUTLAY TO FUND 10, (LIVESTOCK CLAIMS)

After a general discussion by the board upon motion by Harold H. Fuller seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, , Harold H. Fuller, Trey Adkins, Craig Stiltner, G. Roger Rife, J. Carroll Branham, William P. Harris, Earl Scott and zero (0) nays, this board did hereby approve to transfer the appropriation of \$1,500.00 from Fund 1, Capital Outlay account number 94100-7010 to Fund 10, (livestock claims) account number 35010-8104.

----- 000 -----

IN RE: CONSIDER APPROVING/RATIFYING VENDOR SERVICE AGREEMENTS FOR SNOW REMOVAL

William P. Harris, Hurricane District Supervisor made a motion to approve/ratify the Vendor Service Agreements for Snow Removal, with no second to his motion Mr. Harris withdrew his motion.

No action was taken at this time.

----- 000 -----

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

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

----- 000 -----

IN RE: CONSIDER RATIFYING PAYROLL AFTER REVIEW

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

----- 000 -----

**IN RE: CONSIDER APPROVAL OF MINUTES FOR JANUARY 4TH
ORGANIZATIONAL MEETING, SPECIAL CALLED MEETINGS,
JANUARY 11TH AND JANUARY 27TH AND JANUARY 20TH – 22ND,
2016 IN RICHMOND, VIRGINIA**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of five (5) yeas, J. Carroll Branham, Trey Adkins, Craig Stiltner, G. Roger Rife, Earl Scott, zero (0) nays and two (2) abstention, Harold H. Fuller and William P. Harris, this board did hereby approve the minutes for January 4th organizational meeting, Special Called Meetings, January 11th and January 27th and January 20th – 22nd, 2016 in Richmond, Virginia.

----- 000 -----

**IN RE: CONSIDER APPOINTMENT TO THE BUCHANAN COUNTY
PUBLIC SERVICE AUTHORITY FOR THE GARDEN
MAGISTERIAL DISTRICT**

After a general discussion by the board upon motion by Harold H. Fuller seconded by Trey Adkins and with a roll call vote of seven (7) yeas, William P. Harris, J. Carroll Branham, Harold H. Fuller, Trey Adkins, Craig Stiltner, G. Roger Rife, Earl Scott and zero (0) nays, this board did hereby appoint S. Ray Blankenship representative for the Garden Magisterial District to the Buchanan County Public Service Authority Board of Directors to fill the unexpired term of Truman Mullins.

----- 000 -----

**IN RE: CONSIDER APPROVING TO PREPARE A RESOLUTION
CELEBRATING THE LIFE OF TRUMAN ADLAI MULLINS**

Harold H. Fuller, Garden District Supervisor requested a resolution be prepared celebrating the life of Truman Adlai Mullins who recently passed away. He stated Mr. Mullins was on the Board of Directors for the Buchanan County Public Service Authority Dismal River Rescue.

After a general discussion by the board upon motion by Harold H. Fuller seconded by Trey Adkins and with a unanimous voice vote, this board did hereby request that a Resolution be prepared celebrating the life of Truman Adlai Mullins.

IN RE: CONSIDER APPROVING BID FOR THE PUBLIC NOTIFICATION SYSTEM FOR THE E-911 OFFICE

Ricky Bailey, E-911 Coordinator stated three (3) quotes were received regarding the Public Notification System for the E-911 Office. The quotes were from Omnilert in the amount of \$2,640.00 for 500 users and each additional user a cost of \$3.00 each and a platform fee of \$1,140.00. Omnilert will only provide text, email, facebook, twitter messages, no voice messages. Second quote from Nixle, An Everbridge Solution in the amount of \$7,400.00 for the first year then \$7,000.00 for the second and third years. Nixle will provide unlimited text, email, facebook, twitter but no voice messages. Last quote was from Inspiron Logistics in the amount of \$6,830.00 the first year then \$10,250.00 for the second and third years. Inspiron Logistic will provide unlimited voice alerts, text, emails, paging, facebook and desktop.

Mr. Bailey recommended Inspiron Logistic, due to the unlimited voice, email etc.

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, William P. Harris, J. Carroll Branham, Harold H. Fuller, Trey Adkins, Craig Stiltner, G. Roger Rife, Earl Scott and zero (0) nays, this board did hereby approve the bid in the amount of \$27,330.00 from Inspiron Logistics regarding the Public Notification System for E-911, which would be three year contract beginning February 15th, 2016 through February 14th, 2019 and the following combined account maintenance fee and payment due dates:

Year 1: \$6,830.

- Package includes unlimited voice, SMS, email, desktop alerts & paging.

Year 2: \$10,250

- Package includes unlimited voice, SMS, email, desktop alerts & paging.

Year 3: \$10,250

- Package includes unlimited voice, SMS, email, desktop alerts & paging.

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

Upon a motion by William P. Harris seconded by Craig Stiltner and with a unanimous voice vote by this board, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the development of a recreation league account; Virginia Code Section, 2.2-3711 (A)(7), consultation with legal counsel regarding amendments to the highways, streets and bridges contracts; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the Vendor Service Agreement for Snow Removal for Colt, Inc.; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding a

possible Lease Agreement for Southern Gap Raceway; Virginia Code Section, 2.2-3711 (A)(1) and (A)(7), consultation with legal counsel regarding a property exchange between Buchanan County Public School System and the county; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the ongoing issue with the Buchanan County Public Service Authority; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the lawsuit file by Tom Scott, Esq. on behalf of Pat Hatfield; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the hiring of outside counsel for the bankruptcy case with Alpha Natural Resources; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the Coalfield Economic Development Authority; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the group life insurance benefits; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding agenda item 22, House Bill 80; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding agenda item 5, Agreement between the Virginia Department of Housing and Community Development Authority and Buchanan County; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the reassessment refund to Jewell Smokeless Coal Company; Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding the Surface Use Right-of-Way Agreements with CONSOL and CNX and Virginia Code Section, 2.2-3711 (A) (7), consultation with legal counsel regarding appointments to the Appalachian College of Pharmacy Board of Directors.

Motion was made by William P. Harris to return from closed session seconded by Trey Adkins and with a unanimous voice by the board.

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

A motion by Craig Stiltner 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 of seven (7) yeas, William P. Harris, J. Carroll Branham, G. Roger Rife, Harold H. Fuller, Steve O'Quinn, Craig Stiltner, Trey Adkins and zero (0) nays.

IN RE: CONSIDER APPROVING THE AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND BUCHANAN COUNTY, VIRGINIA REGARDING THE HURLEY REGIONAL WATER PROJECT, PHASE VI AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT

This issue was tabled, no action taken.

----- 000 -----

IN RE: CONSIDER APPROVING THE MEMORANDUM OF SURFACE USE AGREEMENTS FROM CONSOL BUCHANAN MINING COMPANY, LLC AND CNX GAS COMPANY, LLC. AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE THE AGREEMENTS ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

This issue was tabled, no action taken.

----- 000 -----

IN RE: CONSIDER ADOPTING THE RESOLUTION OPPOSING THE PROPOSED HOUSE BILL 80

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, J. Carroll Branham, Harold H. Fuller, William P. Harris, G. Roger Rife, Earl Scott and zero (0) nays, this board did hereby adopt the following Resolution opposing the proposed House Bill 80, which would add to Virginia Code Section 58.1-3667:

RESOLUTION

IN RE: OPPOSITION TO PROPOSED HOUSE BILL 80 WHICH WOULD ADD VA CODE SECTION 58.1-3667

WHEREAS, the Buchanan County, Va. Board of Supervisors believes that adoption of House Bill 80 could result in a loss of revenues to the localities due to the potential of exemptions being applied to property not properly subject to exemption; and

NOW THEREFORE, BE IT RESOLVED, by the Buchanan County, Virginia Board of Supervisors that it states and confirms its opposition to the House Bill 80 adding Va. Code Section 58.1-3667, and accordingly urges the General Assembly to reject said legislation, a copy of which is attached to this resolution.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of February, 2016.

Recorded vote:

Moved: Craig Stiltner

Seconded: Trey Adkins

Yeas: Seven

Nays: Zero

J. Carroll Branham, Chairman
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

----- 000 -----

IN RE: CONSIDER APPROVING THE INVOICE FROM SOUTHWEST VIRGINIA COMMUNITY COLLEGE

This issue was tabled, no action taken.

----- 000 -----

IN RE: CONSIDER APPROVING/RATIFYING VENDOR SERVICE AGREEMENTS FOR SNOW REMOVAL

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

- Colt, Inc. – excluding the extra man to assist snow plowing
- Jackson’s Equipment Repair

----- 000 -----

IN RE: CONSIDER APPROVING CONTRIBUTIONS

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

Buchanan County Little League Basketball Assoc.	\$700.00
Clinch Independent Living Services, Inc.	\$200.00
Clinch Independent Living Services, Inc.	\$475.00
Council Vol. Fire Dept.	\$25,000.00
Council Vol. Fire Dept.	\$2,000.00
Hurley Elem./Middle School	\$363.75

----- 000 -----

IN RE: CONSIDER APPROVING TO AMEND THE HIGHWAYS, STREETS AND BRIDGES CONTRACTS

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following 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 to amend the Highways, Streets and Bridges Contracts as follows:

- Lower the General Liability Insurance from \$1 million to \$300,000;

- Change language that the vendor will comply with state law regarding worker's compensation insurance;
- Include additional language for indemnification and hold harmless in the contracts.

----- 000 -----

IN RE: CONSIDER SCHEDULING A CONTINUED MEETING AND A PUBLIC HEARING FOR THURSDAY, FEBRUARY 18TH AT 10:00 A.M. REGARDING A PROPOSED LEASE AGREEMENT FOR THE GO-KART TRACK AT POPLAR GAP PARK

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following 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 to schedule a continued meeting for Thursday, February 18th at 10:00 a.m. and to schedule a public hearing regarding the proposed Lease Agreement for the go-kart track at Poplar Gap Park.

----- 000 -----

IN RE: CONSIDER APPROVING A TRANSFER TO HURRICANE DISTRICT PARK AND DEVELOPMENT

William P. Harris, Hurricane District Supervisor made a motion to transfer \$100,000.00 from Fund 1, Capital Outlay to Hurricane District Park and Development earmarked for the wading pool at the William P. Harris Park, seconded by Trey Adkins.

Mr. Harris stated I'll pay the funding back over the next four (4) years.

Linda Stiltner, resident stated why anyone would vote for this the way the economy is here. Everything is closing down in Buchanan County and I think we need a whole lot of things worse than a wading pool.

Trey Adkins, Knox District Supervisor commented there's a lot of poor people in this county that cannot afford to go to the Breaks Park. The wading pool will offer an inexpensive place for low-income children in the county, he stated.

The economy is one of the main parts of my decision by wanting to see that go in at the park, because I think it will benefit the whole county, commented Mr. Adkins.

Craig Stiltner, Rocklick District Supervisor stated he's going to pay it back over the next four (4) years.

After a general discussion by the board upon motion by William P. Harris seconded by Trey Adkins and with the following roll call vote of four (4) yeas, William P. Harris, Trey Adkins, Craig Stiltner, J. Carroll Branham and three (3) nays, G. Roger Rife, Earl Scott and Harold H. Fuller, this board did hereby approve to transfer \$100,000.00 from Fund 1, Capital Outlay (construction), account number 94100-7010 to Hurricane District Park and Development, account number 71060-7010-08, which will be paid back over the next four (4) years. This funding will be earmarked for the construction of the wading pool at the William P. Harris Park.

----- 000 -----

**IN RE: CONSIDER APPOINTMENT TO THE APPALACHIAN COLLEGE
 OF PHARMACY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, William P. Harris, Trey Adkins, Craig Stiltner, J. Carroll Branham, G. Roger Rife, Earl Scott, Harold H. Fuller and zero (0) nays, this board did hereby appoint Trey Adkins to the Appalachian College of Pharmacy (ACP) Board of Trustees for a three year term ending January 2019 as one of the open appointments by the board of supervisors. Also, approved J. Carroll Branham appointment as Chairman of the Buchanan County Board of Supervisors and didn't appoint anyone to his unexpired term on the board of trustees.

----- 000 -----

**IN RE: CONSIDER APPROVING AN INVITATION FOR BID TO
 PURCHASE MATERIAL TO COMPLETE THE WADING POOL
 AT THE WILLIAM P. HARRIS PARK**

After a general discussion by the board upon motion by William P. Harris seconded by Trey Adkins and with the following roll call vote of five (5) yeas, William P. Harris, Trey Adkins, Craig Stiltner, Earl Scott, J. Carroll Branham and two (2) nays, G. Roger Rife and Harold H. Fuller, this board did hereby approve an Invitation for Bid not to exceed \$50,000.00 to purchase materials to complete the wading pool at the William P. Harris Park.

----- 000 -----

**IN RE: CONSIDER ADVERTISING AN INVITATION FOR BID FOR
 REPLACING THE ROOF AT THE RUSSELL PRATER
 ELEMENTARY SCHOOL**

Earl Scott, Prater District Supervisor made a motion to advertise an Invitation for Bid for replacing the roof at the Russell Prater Elementary School, his motion was seconded by G. Roger Rife, and with a roll call vote of three (3) yeas, Earl Scott, G. Roger Rife and J. Carroll Branham and four (4) nays, Craig Stiltner, Trey Adkins, William P. Harris and Harold H. Fuller, the motion failed.

----- 000 -----

**IN RE: CONSIDER APPROVING THE VENDOR SERVICE
 AGREEMENT FOR SNOW REMOVAL FROM DIAMOND D.
 CONSTRUCTION CO., LLC.**

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

Fuller and zero (0) nays, this board did hereby approve the enclosed Vendor Service Agreement for Snow Removal from Diamond D. Construction Co., LLC.

----- 000 -----

IN RE: CONSIDER ADOPTING A RESOLUTION REQUESTING THE APPOINTMENT OF JAY RIFE AS AN AT-LARGE MEMBER TO THE VIRGINIA COALFIELD ECONOMIC DEVELOPMENT AUTHORITY

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, Earl Scott, G. Roger Rife and J. Carroll Branham, Craig Stiltner, Trey Adkins, William P. Harris, Harold H. Fuller and zero (0) nays, this board did hereby adopt the following Resolution requesting the appointment of Jay Rife as an At-Large Member to the Virginia Coalfield Economic Development Authority:

RESOLUTION

IN RE: REQUEST TO APPOINT JAY RIFE AS AN AT-LARGE MEMBER TO THE VIRGINIA COALFIELD ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, there is currently a vacancy for an at-large appointment by the Governor to the Virginia Coalfield Economic Development Authority, pursuant to Va. Code section 15.2-6003; and

WHEREAS, Jay Rife is a life-long resident of Buchanan County, Va. and currently serves as the Chairman of the Buchanan County Industrial Development Board of Directors; and

WHEREAS, Buchanan County, Va. provides more than 50% of the funding to the Virginia Coalfield Economic Development Authority; and

NOW THEREFORE, BE IT RESOLVED, the Buchanan County, Virginia Board of Supervisors hereby requests Governor Terry McAuliffe to appoint Jay Rife as an at-large member to the Virginia Coalfield Economic Authority. Furthermore the County Administrator is directed to send this resolution to Governor Terry McAuliffe and Jonathan S. Belcher, Executive Director of the Virginia Coalfield Economic Development Authority.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of February, 2016.

Recorded vote:

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

J. Carroll Branham, Chairman
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

IN RE: CONSIDER ADOPTING A RESOLUTION ENDING THE DECLARATION OF LOCAL EMERGENCY

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, Earl Scott, G. Roger Rife and J. Carroll Branham, Craig Stiltner, Trey Adkins, William P. Harris, Harold H. Fuller and zero (0) nays, this board did hereby adopt the following Resolution ending the Declaration of Local Emergency on the 1st day of February, 2016:

RESOLUTION

IN RE: ENDING DECLARATION OF LOCAL EMERGENCY ON JANUARY 21, 2016

THAT WHEREAS, Buchanan County sustained substantial snow removal costs as the result of a heavy snow fall which occurred on or about January 22nd and 23rd, 2016; and

WHEREAS, on January 21st, 2016 Robert Craig Horn, Buchanan County Emergency Management Director, declared a local emergency effective as of January 21st, 2016 a result of the heavy snow that occurred on January 22nd and 23rd, 2016; and

WHEREAS, the circumstances supporting the local emergency ended on the 1st day of February, 2016; and

NOW THEREFORE, BE IT RESOLVED, by the Buchanan County Board of Supervisors that such declaration of a local emergency is declared concluded on the 1st day of February, 2016.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 1st day of February, 2016.

Recorded Vote:

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

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

ATTEST:

Robert Craig Horn, County Administrator

IN RE: CONSIDER APPROVING TO TRANSFER FUNDING IN FUND 6, DISASTER RELIEF ACCOUNT TO FUND 6, CONSTRUCTION

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of seven (7) yeas, Trey Adkins, Craig

Stiltner, William P. Harris, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham and zero (0) nays, this board did hereby approve to transfer the funding in Fund 6, Disaster Relief accounts for each district in the amount of \$10,000.00 per district to Fund 6, (construction) account number 94100-7010.

_____ 000 _____

**IN RE: CONSIDER ADOPTING A RESOLUTION RATIFYING THE
 CONTRACT FOR THE BUCHANAN COUNTY CONSOLIDATED
 GROUP HEALTH INSURANCE POLICY**

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

RESOLUTION

WHEREAS, Buchanan County Board of Supervisors approved to enter into a contract for the Buchanan County Consolidated Group Health Insurance Policy (Includes Buchanan County Public Service Authority, Buchanan County Public School Board, and Buchanan County Board of Supervisors and the Department of Social Services) Plan Year 2015-2016 on September 14th, 2015 during a regular scheduled meeting of the board; and

WHEREAS, the four (4) original contracts had been signed by all the entities, but the Buchanan County Public School System and on November 19th, 2015 the four (4) original contracts were mailed to the school system; and

WHEREAS, the school system has informed the County Administrator's Office the four (4) original contracts were misplaced; and

THEREFORE, the County Administrator's Office prepared identical contracts to be signed by each of the four (4) entities in the consolidated group health insurance policy; and

NOW THEREFORE, the Buchanan County Board of Supervisors ratifies the attached contract that was previously approved by the board on September 14th, 2015.

Adopted this the 1st day of February, 2016 by a vote of seven for and zero against.

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

Chairman of the Buchanan County
Board of Supervisors

ATTEST:

County Administrator

**IN RE: CONSIDER APPROVING TO PURCHASE A 2016 POLARIS
RANGER 6 X6 FOR THE COUNCIL VOLUNTEER FIRE
DEPARTMENT**

After a general discussion by the board upon motion by William P. Harris seconded by Trey Adkins and with the following roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, William P. Harris, G. Roger Rife, Harold H. Fuller, Earl Scott, J. Carroll Branham and zero (0) nays, this board did hereby approve to purchase a 2016 Polaris Ranger 6 x 6 in the amount of \$15,123.95 from Hilltop Cycle, Inc. for Council Volunteer Fire Department from their state fire fund account, (32020-5645-02).

IN RE: CONTINUED MEETING

After a general discussion by the board, this board did hereby approve to continue this meeting to Thursday, February 18th, 2016 at 10:00 a.m.

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

Robert Craig Horn, County Administrator

MINUTES

A continued meeting of the Buchanan County Board of Supervisors was held on the 18th day of February 2015 starting at 10:00 o'clock a.m. at the boardroom of Buchanan County Courthouse located in Grundy, Virginia:

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

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

ABSENT: Harold H. Fuller

----- 000 -----

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

----- 000 -----

IN RE: PUBLIC HEARING – 10:00 A.M. – TO HEAR PUBLIC COMMENTS CONCERNING THE PROPOSED LEASE OF THE PARCEL OF PROPERTY LOCATED IN THE PRATER MAGISTERIAL DISTRICT OF BUCHANAN COUNTY UPON WHICH THE GO-KART RACE TRACK AT POPLAR GAP/SOUTHERN GAP IS LOCATED. THE E-911 ADDRESS OF THE PROPERTY IS 6393 POPLAR CREEK ROAD, GRUNDY, VA.

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

James "Pete" Stiltner, resident stated I'm no way against the race track, but we have a minimum of \$600,000 in the race track development. Now, we're going to lease it to someone from West Virginia and the county's going to pay all the utilities and provide personnel to oversee the sounds system and scales, he commented.

I can understand the county wanting to lease it out, because of the federal investigation I' sure you wanting it out of the county's name, stated Pete Stiltner. Why not give the people in the county a chance to lease it, so we can keep the money in the county?

Our county employees having been up there running a two (2) inch water line to supply water to the track and now we're going to have a public hearing to raise the water rates for the residents in this county when they're going to be furnishing free water to someone out of the state, stated Pete Stiltner.

I'd just like to see you advertise and give someone in the county a chance to lease it, stated Pete Stiltner. I don't know Mr. Lambert and I'm not against him and they said he runs a good track in Princeton, but I'd like to see someone in the county an opportunity to lease it, he commented.

Trey Adkins, Knox District Supervisor stated I want to make something crystal clear to you Mr. Stiltner, this leasing of this race track under no circumstances, this board manages a \$123,000,000 million budget and this racetrack account is the least of my worries as far as a federal investigation. Nobody in my opinion is stupid enough to put their self in a position to go to jail in getting kick backs on this board with a couple thousand of dollars that comes in, stated Mr. Adkins. I want to make this crystal clear.

Pete Stiltner stated I'm not saying that's the reason, but why are you leasing the race track?

Mr. Adkins stated a supervisor with the exception of the chairman and vice-chairman get's \$7,000 per year as supervisor and that's not enough money to manage and run a race track especially when you work. Also, there's not enough money in it to get big rent out of it. It is what it is, he stated.

Why don't you let some of the county employees run the race track, asked Pete Stiltner?

You would have to pay the county employees, stated Mr. Adkins.

I'm I not correct when I go by there during the summer time there's five, six and seven county employees and equipment working there, stated Pete Stiltner.

Yes, we've working on it, stated Mr. Adkins.

What I'm saying why not give somebody in the county an opportunity to lease it, it's been paid for by the taxpayers of the county, stated Pete Stiltner. Why did you go outside the state to get someone to run it and the county's going to furnish employees and pay the utilities, electric and water bills? It's still going to cost the county money.

Craig Stiltner, Rocklick District Supervisor stated I've been the person that's ran the race track the year and half with a couple volunteers. Since there's been a downturn in the coal business, I've had to let some people go that use to do some of my work for me. This has caused me to increase my work hours, he stated. I don't have the time to dedicate to the track and there's nobody in the county that has race director experience and can bring that type of experience to the race track to run it to the quality I'd like to see it run, stated Craig Stiltner.

We're going to have to pay for those lights no matter who runs it, because they're dusk to dawn lights, stated Craig Stiltner. I don't understand your comment and don't appreciate it about the federal investigation, he stated. I would almost run it to proof to you that comment is wrong, stated Mr. Stiltner. Why would you come here Pete and make a comment like that, which is the only reason I'm stepping away?

Pete Stiltner commented that's not what I said and why did you say there's all this money in the race track.

Mr. Branham called the meeting back to order, because it was getting a little out of hand. Mr. Stiltner has made his comments. Does anyone else have any comments, asked Mr. Branham?

Craig Stiltner stated that track has brought 200 to 300 hundred people any up there given race night. Daniel Lambert can expand on that and can bring people in that will hopefully spend the night.

Mr. Branham stated I think what Pete Stiltner is saying there are other people out there.

First of all I've looked and thought, sure there's people that could run it, but that's why I stepped in, stated Craig Stiltner. We tried that, there's nobody in Buchanan County has race director experience, he stated.

Linda Stiltner, resident asked why is the county going to pay the employees. Mr. Lambert is going to make all this money and get's to use the water, lights and all utilities.

The utilities are outside, you're going to have to pay that anyway, stated Craig Stiltner. The county has several thousand dollars worth of equipment up there, which includes the scales, sound system, buildings and everything else and I need somebody oversee it. The past year and half I've spend 16 to 20 hours of my time, I enjoy it don't get me wrong, I cannot do it anymore, he stated. I need someone to take that track that will run it to the standards that I feel that will keep it at the level that it's on, stated Craig Stiltner.

Again, there's no one in Buchanan County that has any race director experience that run this race track other than Mr. Lambert has, stated Craig Stiltner. I've talked to different people, sure there's two (2) or three (3) other people in Buchanan County that would like to have it, but after I've work to build this race track up to the level that it is, I don't want it to drop off, he stated. Mr. Lambert is going to be bringing people in from North Carolina, South Carolina, Georgia, New York, Pennsylvania and he already has these people coming to the race track he has now. They're driving that far. They're not coming here now, but if Mr. Lambert is running the county's race track, they'll come here, he stated. Once they come here, they'll spend the night and spend money in Buchanan County.

We're getting ready to expand on the ATV Trail with a camp ground etc. stated Craig Stiltner. What better place for those people to stay when they can go about 500 yards to the race track. I'm looking at the big picture here, he stated.

Upon motion by Craig Stiltner seconded by Trey Adkins and with a unanimous voice vote by the board, this board did hereby approve to close the public hearing.

----- 000 -----

IN RE: CONSIDER APPROVING THE LEASE AGREEMENT BETWEEN DANIEL LAMBERT AND BUCHANAN COUNTY BOARD OF

**SUPERVISORS AND AUTHORIZE THE CHAIRMAN OF THE
BUCHANAN COUNTY BOARD OF SUPERVISORS AND
COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY,
VIRGINIA TO EXECUTE SUCH AGREEMENT**

Upon motion by Craig Stiltner to approve the Lease Agreement between Daniel Lambert and Buchanan County Board of Supervisors and authorize the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Agreement.

Earl Scott, Prater District Supervisor voiced wait just a minute. We can't vote on a lease that we've never seen.

Craig Stiltner, Rocklick District asked for a copy of the lease to give to Mr. Scott.

L. Lee Moise, County Attorney stated there's a copy in the agenda packages for review.

G. Roger Rife, South Grundy District Supervisor stated there's been several people questioned me about it. I really think that you might not get anybody that is qualified and we should think we should give them an opportunity to apply before we say there's not anybody in the area interested.

I didn't say there wasn't anyone interested, there's nobody qualified, stated Craig Stiltner.

Could we use applications and then look at their qualifications and measure the qualifications against the applications for an excuse to say this is the way we do business and given an equal opportunity, stated Mr. Rife. It doesn't make a difference who has the low bid and how you can justify the bid, it leaves you off the hook. Don't you think this would be better picture, he stated?

I've been involved with the race track for two (2) years and ran it by myself for the past year and half and I've meet everybody in this race world that's out there that has any interest in this, there's no one that has race director experience, but Mr. Lambert that can bring people here into the county, stated Craig Stiltner.

I understand what you're saying, but I think what I'm hearing from these people it should've been open up for everybody to apply and then pick somebody out of the pool that had applied, stated J. Carroll Branham, Chairman.

If we're going to do all of this, I'm telling you I know two (2) or three (3) that Pete Stiltner is talking about, that is going to show interest in this and they have zero (0) experience in running a race track, stated Craig Stiltner.

It's the procedure you go thought to do these types of things and I don't think we followed procedure, stated Mr. Branham. If we need to advertise it or whatever, he stated.

Mr. Moise did we break any laws is there anything wrong with the procedures that we took, asked Craig Stiltner?

I'm not saying we did anything wrong, what I'm asking is to give other people an opportunity, stated Mr. Branham.

Mr. Moise stated I don't believe there's anything wrong with the procedure for the lease of the property, but what I'm hearing from other members of the board bringing up an issue that is answered by the same code section that anytime we lease a piece of property, dispose of a piece of public property we have to have a public hearing, which is what we're doing today.

In that same code section subparagraph (E) Virginia Code Section 15.2-1800, a locality may operate, maintain and regulate the use of its real property or may contract with other person to do so, stated Mr. Moise. So, another possible way to do this is to put out a RFP through small purchase procurement and can be done pretty quickly. In the RFP you could say; give me your price, experience and the services you are going to provide, he stated. Also, could set it up with getting concessions and getting gate or without getting concessions and without getting gate and use best value concept basically except for best combination of price, service and experience, stated Mr. Moise. It's just another way to do it. We haven't violated any procedure in doing a lease either. We're following procedure.

Trey Adkins, Knox District Supervisor stated the different procedure we're talking about here is basically advertising to see if anybody's interested in it. This public hearing is allowing somebody out there that wanted to lease the race track and was interested in it and upset that we were trying to lease it, would've come to this public hearing. There isn't anybody here today, that saying they want an opportunity to run this race track, stated Mr. Adkins. That's what this public hearing is about and if they felt this way it was their opportunity, they should've been at this public hearing. We already spent public money on advertising this public hearing notice two (2) weeks in two (2) different newspapers, to get the same result as we have here today, he stated.

The local people that interested in running this track, they're all involved in racing up there at that race track, stated Craig Stiltner. I've watched it, I've seen it. I'm telling you, favoritism can be shown and probably would be shown by a local event director, he stated.

Before I took over, the county would have to send two (2) to three (3) deputies up there every race night, stated Craig Stiltner. I don't want that track to fall back into that type of environment. From the time I took over, there's never been a call to a deputy, we had one problem the first night I took it over and I eliminated that and there's not been a problem since, he stated. Mr. Lambert will make sure to maintain that track to those standards and there's nothing against anybody locally. You can't run a race track and race, which is the reason I stepped away from it, stated Craig Stiltner.

Mr. Adkins stated I think Mr. Stiltner has a motion on the floor and I think the procedure was followed and we had a public hearing and nobody showed up, so I will second his motion.

Craig Stiltner stated a lot of people don't understand the amount of money that's paid into insurance for the race track, which Mr. Lambert is going to make sure there's insurance is covered on everybody.

Mr. Scott stated he hadn't had enough time to read the lease agreement before voting on the agreement.

Craig Stiltner withdrew his motion and Mr. Adkins the second to the motion to approve the lease agreement.

At this time, this issue was tabled.

----- 000 -----

IN RE: CONSIDER APPROVING THE AGREEMENT BETWEEN VIRGINIA DEPARTMENT OF TRANSPORTATION AND BUCHANAN COUNTY AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH AGREEMENT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of five (5) yeas, Trey Adkins, Craig Stiltner, G. Roger Rife, William P. Harris, J. Carroll Branham, one (1) nay, Earl Scott and one (1) absent, Harold H. Fuller, this board did hereby approve the Agreement for right of easement on county property at Buskirk Road between Virginia Department of Transportation and Buchanan County and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County with the approval as to form by the County Attorney.

----- 000 -----

IN RE: CONSIDER APPROVING THE CONTRACT BETWEEN BUCHANAN COUNTY BOARD OF SUPERVISORS AND IGO TECHNOLOGY, INC. IN THE AMOUNT OF \$222,137.24 FOR COMPUTER UPGRADES FOR THE RELOCATION OF THE BUCHANAN COUNTY DISPATCH OFFICE TO THE NEW SHERIFF'S OFFICE AND AUTHORIZE THE CHAIRMAN OF

THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH CONTRACT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Earl Scott seconded by Trey Adkins and with the following roll call vote of six (6) yeas, Earl Scott, Trey Adkins, J. Carroll Branham, G. Roger Rife, William P. Harris, Craig Stiltner, zero (0) nays and one (1) absent, Harold H. Fuller this board did hereby approve the following Contract between Buchanan County Board of Supervisors and IGO Technology, Inc. in the amount of \$222,137.24 for computer upgrades for the relocation of the Buchanan County Dispatch Office to the new Sheriff's Office and authorize the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Contract on behalf of Buchanan County with the approval as to form by the County Attorney:

CONTRACT

THIS AGREEMENT, made and entered into this the 18th day of February, 2016, by and between **Buchanan County Board of Supervisors**, a Political Subdivision of the Commonwealth of Virginia, party of the first part; hereinafter sometimes referred to as "**Board of Supervisors**," and **IGo Technology, Inc.**, party of the second part, hereinafter referred to as "**Contractor**".

WITNESSETH:

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

I.

The Contractor agrees to prepare the site for construction and to perform the construction work as outlined in the Contract 4 Specifications attached here to as "Exhibit A" and as outlined in the contractor's Contract 4 Work Summary Proposal attached here to as "Exhibit B". The site is located at Vansant in Buchanan County, Virginia, and is shown in the specifications. The Contractor shall furnish all the materials and labor necessary for the construction of such work as set out in those specifications which were prepared by Terra Tech Engineering Services, P.C. and which specifications are labeled "911 DISPATCH CENTER RELOCATION for BUCHANAN COUNTY BOARD OF SUPERVISORS, Buchanan County, Virginia 24614 by TERRA TECH ENGINEERING SERVICES, P.C. P.O. Box 1063 Grundy, VA 24614 (276)935-4191," and are attached to this agreement and are made a part hereof by reference hereto.

II.

The Contractor agrees to perform and complete or cause to be performed or completed all such construction in accordance with the techniques and methods of construction provided for by applicable law, the standards of the construction industry, and the specifications provided by Terra Tech Engineering Services, P.C. The Contractor further agrees that all materials used in the work shall meet all those requirements and specifications for materials as provided for by applicable law and the specifications provided by Terra Tech Engineering Services, P.C. Said specifications and bid documents are incorporated and made a part of this contract by reference thereto.

III.

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

IV.

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers, Compensations Act as well as liability insurance covering damages to persons and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate of insurance to the Board of Supervisors. The Contractor shall also maintain a builders' risk insurance policy upon such structure during its construction and make the Board of Supervisors an additional insured on such policy. The Buchanan County Board of Supervisors, its officers, agents, and employees shall be listed as additional insured on such policy of liability insurance. The Contractor shall furnish certificates of insurance to the Board of Supervisors verifying such coverage.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision, inspection and direction of an engineering or architectural firm named by The Buchanan County Board of Supervisors. At this time the Board of Supervisors names Terra Tech Engineering Services, P.C. as that firm. The Contractor guarantees the work performed by any subcontractors under this Agreement and further agrees to notify the designated Board of Supervisors inspector at least 24 hours before commencing work hereunder.

V.

The contractor shall upon the signing to this Contract furnish to the Buchanan County Board of Supervisors pursuant to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a performance bond in the sum of the Contract amount conditioned upon the faithful performance of the Contract in the strict conformity with the plans, specifications and the conditions of the Contract and a payment bond in the sum of the contract amount, which shall be for the protection of claimants who have and fulfill contracts, to supply labor or materials to the Contractor to whom the Contract was awarded, or to any subcontractors, in the prosecution of the work provided for this contract; however, nothing herein shall preclude the Contractor from furnishing an alternative form of security pursuant to and in accordance with Section 2.2-4338 of the 1950 Code of Virginia, as amended.

VI.

Board of Supervisors shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement, as follows:

Contract 4 bid price Two Hundred Twenty Two Thousand One Hundred Thirty Seven & 24 cents

words

Contract 4 bid price \$222,137.24

Numbers

VII.

- A. i. Contractor may submit Applications for Progress Payments on account of the Contract Price on or about the 15th day of each month during the performance of the work and payment shall be made to the Contractor on a determination of the amount of the work performed as determined by the Engineer according to accepted practices in the industry. Such payments shall be ninety-

five percent (95%) of the amount due with five percent (5%) being retained until the time of final payment. Such Applications shall include documents showing that labor and material costs for the work completed have been paid, subject to the following:

- ii. Contractor shall take one (1) of the two (2) following actions within seven (7) days of receipt of amounts paid to the Contractor by the Board of Supervisors for work performed by a subcontractor under this Contract.
 - a) Pay the subcontractor for the proportionate share of the total payment received from the Board of Supervisors attributable to the work performed by the subcontractor under this Contract; or
 - b) Notify the Board of Supervisors of its intentions to withhold all or part of the subcontractor's payment with reason for nonpayment.
 - iii. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Board of Supervisors for work performed by the subcontractor under this Contract except for amounts withheld as allowed in paragraph subdivision VII. A(ii) herein.
 - iv. Interest shall accrue at the rate of one-half percent (1/2%) per month on late payments.
 - v. The Contractor shall include the provisions of this paragraph in any Contract it makes with any subcontractor. A Contractor's obligation to pay an interest charge to a subcontractor pursuant to this Contract shall not be construed to be an obligation of the Board of Supervisors.
- B. Subject to the Engineer's determination of work performed by Contractor according to accepted practices in the industry, payments by Board of Supervisors for Contractor's Application for Progress Payments on account of the Contract Price will be submitted to the Contractor within thirty (30) days of Contractor's Application for Progress Payments.
- C. Anything in this Agreement to the contrary notwithstanding, the final payment above set forth shall not become due and payable to the Contractor until the said Contractor has completed the project and has delivered to the Board of Supervisors satisfactory releases, satisfactions or waivers of all claims, liens, and claims for liens and assignments of any sums due hereunder of Contractor's laborers, workmen and material men or any other persons, firms, associations or corporations who may have performed any labor or furnished any materials under, or in connection with the performance of this Agreement. The payment bond posted herein shall not be released until ninety (90) days after work completion subject to any claims and liens, unless the contractor has provided executed lien release letters from all contractors and suppliers that have provided labor and materials to help complete the contract project. Upon receipt of all applicable lien releases on a format provided by Buchanan County Board of Supervisors the bond may be released prior to the ninety (90) day waiting period.

- D. Board of Supervisors may refuse to make payments based upon the Engineer's statements that the work is defective, has been damaged, and requires correction or replacement.
- E. Board of Supervisors may refuse to make payments because labor or materials have not been paid for.
- F. The Engineer shall not be liable to the Contractor due to recommendations which he makes pursuant to Article VII herein.

VIII.

Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to the Board of Supervisors no later than the time of payment free and clear of all liens.

IX.

The Contractor shall indemnify and save harmless Buchanan County Board of Supervisors, and its officers, agents and employees against all losses, or damages on account of injury to persons or property occurring from the Contractor's laborers, workmen and material men or any other persons, firms, associations or corporations who may have performed any labor or furnished any materials under, or in connection with in the performance of this Agreement together with any and all attorney fees incurred by them on account of any thereof.

X.

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

XI.

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

XII.

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

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

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

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

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

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

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

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

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

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

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

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

XIII.

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

XIV.

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

XV.

No extra compensation not specified in this Agreement shall be demanded or received by the Contractor for any changes or alterations in the work performed under this Agreement, or for any extra work unless the provisions of this Agreement have been complied with strictly.

XVI.

The contractor shall commence work under the terms of this Agreement following the date of execution of this Agreement and being work upon issuance of the Notice to Proceed and shall complete all such work within one hundred and eighty (180) days after the issuance of the Notice to Proceed. The parties agree and understand that time is of the essence in completion of this contract. However, Board of Supervisors may grant the Contractor an extension of time to complete this Contract for good cause shown; however, the Board of Supervisors reserves the right to exercise its sole discretion when determining whether an extension is granted or denied. If an extension of time is not granted, the Board of Supervisors reserves the right to exercise any and all agreement options written herein.

XVII.

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

XVIII.

The Contractor shall not assign his rights or obligations under this Agreement, nor have more than seventy percent (70%) of the work required by this Agreement performed by sub-contractors without the express written consent of Board of Supervisors.

XIX.

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

XX.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Buchanan County shall be the proper venue for litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction and that disputes between the parties which are not settled by the parties shall be settled by the Circuit Court of Buchanan County. In the event that there is a legal dispute between the parties that is judicially resolved in favor of the Board of Supervisors, then the Contractor shall be responsible for the Board of Supervisor's reasonable attorney's fees and cost incurred therein.

XXI.

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

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

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 CONTRACT BETWEEN
BUCHANAN COUNTY BOARD OF SUPERVISORS AND TWO
WAY RADIO SERVICES, INC. IN THE AMOUNT OF \$215,485.95
FOR TOWER AND RADIO SERVICES FOR THE RELOCATION
OF THE BUCHANAN COUNTY DISPATCH OFFICE TO THE
NEW SHERIFF’S OFFICE AND AUTHORIZE THE CHAIRMAN
OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND
COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY,
VIRGINIA TO EXECUTE SUCH CONTRACT ON BEHALF OF
BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY
THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, Trey Adkins, Craig Stiltner, William P. Harris, J. Carroll Branham, G. Roger Rife, Earl Scott, zero (0) nays and one (1) absent, Harold H. Fuller, this board did hereby approve the following Contract between Buchanan County Board of Supervisors and Two Way Radio Services, Inc. in the amount of \$215,485.95 for tower and radio services for the relocation of the Buchanan County Dispatch Office to the new Sheriff’s Office and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Contract on behalf of Buchanan County with the approval as to form by the County Attorney:

CONTRACT

THIS AGREEMENT, made and entered into this the 18th day of February, 2016, by and between **Buchanan County Board of Supervisors**, a Political Subdivision of the Commonwealth of Virginia, party of the first part; hereinafter sometimes referred to as **“Board of Supervisors,”** and Two Way Radio Services Co., Inc., party of the second part, hereinafter referred to as **“Contractor”**.

WITNESSETH:

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

I.

The Contractor agrees to prepare the site for construction and to perform the construction work as outlined in the Contract 1 Specifications attached here to as "Exhibit A" and as outlined in the contractor's Contract 1 Work Proposal Summary attached here to as "Exhibit B". The site is located at Vasant in Buchanan County, Virginia, and is shown in the specifications. The Contractor shall furnish all the materials and labor necessary for the construction of such work as set out in those specifications which were prepared by Terra Tech Engineering Services, P.C. and which specifications are labeled "911 DISPATCH CENTER RELOCATION for BUCHANAN COUNTY BOARD OF SUPERVISORS, Buchanan County, Virginia 24614 by TERRA TECH ENGINEERING SERVICES, P.C. P.O. Box 1063 Grundy, VA 24614 (276)935-4191," and are attached to this agreement and are made a part hereof by reference hereto.

II.

The Contractor agrees to perform and complete or cause to be performed or completed all such construction in accordance with the techniques and methods of construction provided for by applicable law, the standards of the construction industry, and the specifications provided by Terra Tech Engineering Services, P.C. The Contractor further agrees that all materials used in the work shall meet all those requirements and specifications for materials as provided for by applicable law and the specifications provided by Terra Tech Engineering Services, P.C. Said specifications and bid documents are incorporated and made a part of this contract by reference thereto.

III.

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

IV.

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers, Compensations Act as well as liability insurance covering damages to persons and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate of insurance to the Board of Supervisors. The Contractor shall also maintain a builders' risk insurance policy upon such structure during its construction and make the Board of Supervisors an additional insured on such policy. The Buchanan County Board of Supervisors, its officers, agents, and employees shall be listed as additional insured on such policy of liability insurance. The Contractor shall furnish certificates of insurance to the Board of Supervisors verifying such coverage.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision, inspection and direction of an engineering or architectural firm named by The Buchanan County Board of Supervisors. At this time the Board of Supervisors names Terra Tech Engineering Services, P.C. as that firm. The Contractor guarantees the work performed by any sub-contractors under this Agreement and further agrees to notify the designated Board of Supervisors inspector at least 24 hours before commencing work hereunder.

V.

The contractor shall upon the signing to this Contract furnish to the Buchanan County Board of Supervisors pursuant to and in accordance with Section 2.2-4337 of the 1950 Code of Virginia, as amended, a performance bond in the sum of the Contract

amount conditioned upon the faithful performance of the Contract in the strict conformity with the plans, specifications and the conditions of the Contract and a payment bond in the sum of the contract amount, which shall be for the protection of claimants who have and fulfill contracts, to supply labor or materials to the Contractor to whom the Contract was awarded, or to any subcontractors, in the prosecution of the work provided for this contract; however, nothing herein shall preclude the Contractor from furnishing an alternative form of security pursuant to and in accordance with Section 2.2-4338 of the 1950 Code of Virginia, as amended.

VI.

Board of Supervisors shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement, as follows:

Contract 1 bid price Two Hundred Fifteen Thousand Four Hundred Eighty Five dollars & 95 cents
words

Contract 1 bid price \$215,485.95
Numbers

VII.

- A. i. Contractor may submit Applications for Progress Payments on account of the Contract Price on or about the 15th day of each month during the performance of the work and payment shall be made to the Contractor on a determination of the amount of the work performed as determined by the Engineer according to accepted practices in the industry. Such payments shall be ninety-five percent (95%) of the amount due with five percent (5%) being retained until the time of final payment. Such Applications shall include documents showing that labor and material costs for the work completed have been paid, subject to the following:
- iii. Contractor shall take one (1) of the two (2) following actions within seven (7) days of receipt of amounts paid to the Contractor by the Board of Supervisors for work performed by a subcontractor under this Contract.
 - a) Pay the subcontractor for the proportionate share of the total payment received from the Board of Supervisors attributable to the work performed by the subcontractor under this Contract; or
 - b) Notify the Board of Supervisors of its intentions to withhold all or part of the subcontractor's payment with reason for nonpayment.
- vi. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Board of Supervisors for work performed by the subcontractor under this Contract except for amounts withheld as allowed in paragraph subdivision VII. A(ii) herein.
- vii. Interest shall accrue at the rate of one-half percent (1/2%) per

month on late payments.

- viii. The Contractor shall include the provisions of this paragraph in any Contract it makes with any subcontractor. A Contractor's obligation to pay an interest charge to a subcontractor pursuant to this Contract shall not be construed to be an obligation of the Board of Supervisors.
- B. Subject to the Engineer's determination of work performed by Contractor according to accepted practices in the industry, payments by Board of Supervisors for Contractor's Application for Progress Payments on account of the Contract Price will be submitted to the Contractor within thirty (30) days of Contractor's Application for Progress Payments.
- C. Anything in this Agreement to the contrary notwithstanding, the final payment above set forth shall not become due and payable to the Contractor until the said Contractor has completed the project and has delivered to the Board of Supervisors satisfactory releases, satisfactions or waivers of all claims, liens, and claims for liens and assignments of any sums due hereunder of Contractor's laborers, workmen and material men or any other persons, firms, associations or corporations who may have performed any labor or furnished any materials under, or in connection with the performance of this Agreement. The payment bond posted herein shall not be released until ninety (90) days after work completion subject to any claims and liens, unless the contractor has provided executed lien release letters from all contractors and suppliers that have provided labor and materials to help complete the contract project. Upon receipt of all applicable lien releases on a format provided by Buchanan County Board of Supervisors the bond may be released prior to the ninety (90) day waiting period.
- D. Board of Supervisors may refuse to make payments based upon the Engineer's statements that the work is defective, has been damaged, and requires correction or replacement.
- E. Board of Supervisors may refuse to make payments because labor or materials have not been paid for.
- F. The Engineer shall not be liable to the Contractor due to recommendations which he makes pursuant to Article VII herein.

VIII.

Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to the Board of Supervisors no later than the time of payment free and clear of all liens.

IX.

The Contractor shall indemnify and save harmless Buchanan County Board of Supervisors, and its officers, agents and employees against all losses, or damages on account of injury to persons or property occurring from the Contractor's laborers, workmen and material men or any other persons, firms, associations or corporations who may have performed any labor or furnished any materials under, or in connection with in the performance of this Agreement together with any and all attorney fees incurred by them on account of any thereof.

X.

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

XI.

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

XII.

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

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

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

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

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

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

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

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

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

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

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

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

XIII.

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

XIV.

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

XV.

No extra compensation not specified in this Agreement shall be demanded or received by the Contractor for any changes or alterations in the work performed under this Agreement, or for any extra work unless the provisions of this Agreement have been complied with strictly.

XVI.

The contractor shall commence work under the terms of this Agreement following the date of execution of this Agreement and being work upon issuance of the Notice to Proceed and shall complete all such work within one hundred and eighty (180) days after the issuance of the Notice to Proceed. The parties agree and understand that time is of the essence in completion of this contract. However, Board of Supervisors may grant the Contractor an extension of time to complete this Contract for good cause shown; however, the Board of Supervisors reserves the right to exercise its sole discretion when determining whether an extension is granted or denied. If an extension of time is not granted, the Board of Supervisors reserves the right to exercise any and all agreement options written herein.

XVII.

No modification of any of the terms of this Agreement, nor any extension of the length of time allowed for the completion of the work governed by this Agreement, shall

be valid without the advance written approval of the Buchanan County Board of Supervisors or compliance with Va. Code section 2.2-4309.

XVIII.

The Contractor shall not assign his rights or obligations under this Agreement, nor have more than seventy percent (70%) of the work required by this Agreement performed by sub-contractors without the express written consent of Board of Supervisors.

XIX.

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

XX.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Buchanan County shall be the proper venue for litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction and that disputes between the parties which are not settled by the parties shall be settled by the Circuit Court of Buchanan County. In the event that there is a legal dispute between the parties that is judicially resolved in favor of the Board of Supervisors, then the Contractor shall be responsible for the Board of Supervisor's reasonable attorney's fees and cost incurred therein.

XXI.

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

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

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

ATTEST:

Robert Craig Horn, County Administrator
for Buchanan County, Virginia

**IN RE: CONSIDER APPROVING THE CONTRACT BETWEEN
BUCHANAN COUNTY BOARD OF SUPERVISORS AND TWO
WAY RADIO SERVICES, INC. IN THE AMOUNT OF \$35,051.05
FOR ELECTRICAL SERVICES FOR THE RELOCATION OF
THE BUCHANAN COUNTY DISPATCH OFFICE TO THE NEW
SHERIFF’S OFFICE AND AUTHORIZE THE CHAIRMAN OF
THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND
COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY,
VIRGINIA TO EXECUTE SUCH CONTRACT ON BEHALF OF
BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY
THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of six (6) yeas, Craig Stiltner, Trey Adkins, William P. Harris, J. Carroll Branham, G. Roger Rife, Earl Scott, zero (0) nays and one (1) absent, this board did hereby approve the following Contract between Buchanan County Board of Supervisors and Two Way Radio Services, Inc. in the amount of \$35,051.05 for electrical services for the relocation of the Buchanan County Dispatch Office to the new Sheriff’s Office and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Contract on behalf of Buchanan County with the approval as to form by the County Attorney:

CONTRACT

THIS AGREEMENT, made and entered into this the 18th day of February, 2016, by and between **Buchanan County Board of Supervisors**, a Political Subdivision of the Commonwealth of Virginia, party of the first part; hereinafter sometimes referred to as **“Board of Supervisors,”** and Two Way Radio Services Co., Inc., party of the second part, hereinafter referred to as **“Contractor”**.

WITNESSETH:

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

I.

The Contractor agrees to prepare the site for construction and to perform the construction work as outlined in the Contract 2 Specifications attached here to as “Exhibit A” and as outlined in the contractor’s Contract 2 Work Proposal Summary attached here to as “Exhibit B”. The site is located at Vansant in Buchanan County, Virginia, and is shown in the specifications. The Contractor shall furnish all the materials and labor necessary for the construction of such work as set out in those specifications which were prepared by Terra Tech Engineering Services, P.C. and which specifications are labeled “911 DISPATCH CENTER RELOCATION for BUCHANAN COUNTY BOARD OF SUPERVISORS, Buchanan County, Virginia 24614 by TERRA TECH ENGINEERING SERVICES, P.C. P.O. Box 1063 Grundy, VA 24614 (276)935-4191,” and are attached to this agreement and are made a part hereof by reference hereto.

II.

The Contractor agrees to perform and complete or cause to be performed or completed all such construction in accordance with the techniques and methods of construction provided for by applicable law, the standards of the construction industry,

and the specifications provided by Terra Tech Engineering Services, P.C. The Contractor further agrees that all materials used in the work shall meet all those requirements and specifications for materials as provided for by applicable law and the specifications provided by Terra Tech Engineering Services, P.C. Said specifications and bid documents are incorporated and made a part of this contract by reference thereto.

III.

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

IV.

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers, Compensations Act as well as liability insurance covering damages to persons and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate of insurance to the Board of Supervisors. The Contractor shall also maintain a builders' risk insurance policy upon such structure during its construction and make the Board of Supervisors an additional insured on such policy. The Buchanan County Board of Supervisors, its officers, agents, and employees shall be listed as additional insured on such policy of liability insurance. The Contractor shall furnish certificates of insurance to the Board of Supervisors verifying such coverage.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision, inspection and direction of an engineering or architectural firm named by The Buchanan County Board of Supervisors. At this time the Board of Supervisors names Terra Tech Engineering Services, P.C. as that firm. The Contractor guarantees the work performed by any sub-contractors under this Agreement and further agrees to notify the designated Board of Supervisors inspector at least 24 hours before commencing work hereunder.

V.

Board of Supervisors shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement, as follows:

Contract 2 bid price Thirty Five Thousand fifty one dollars & 5 cents
words

Contract 2 bid price \$35,051.05
Numbers

VI.

- A. i. Contractor may submit Applications for Progress Payments on account of the Contract Price on or about the 15th day of each month during the performance of the work and payment shall be made to the Contractor on a determination of the amount of the work performed as determined by the Engineer according to accepted practices in the industry. Such payments shall be ninety-five percent (95%) of the amount due with five percent (5%) being retained until the time of final payment. Such Applications shall include documents showing that labor and material costs for the work completed have been paid, subject to the following:
- iv. Contractor shall take one (1) of the two (2) following actions within seven (7) days of receipt of amounts paid to the Contractor by the Board of Supervisors for work performed by a subcontractor under this Contract.

- a) Pay the subcontractor for the proportionate share of the total payment received from the Board of Supervisors attributable to the work performed by the subcontractor under this Contract; or
 - b) Notify the Board of Supervisors of its intentions to withhold all or part of the subcontractor's payment with reason for nonpayment.
- ix. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Board of Supervisors for work performed by the subcontractor under this Contract except for amounts withheld as allowed in paragraph subdivision VII. A(ii) herein.
- x. Interest shall accrue at the rate of one-half percent (1/2%) per month on late payments.
- xi. The Contractor shall include the provisions of this paragraph in any Contract it makes with any subcontractor. A Contractor's obligation to pay an interest charge to a subcontractor pursuant to this Contract shall not be construed to be an obligation of the Board of Supervisors.
- B. Subject to the Engineer's determination of work performed by Contractor according to accepted practices in the industry, payments by Board of Supervisors for Contractor's Application for Progress Payments on account of the Contract Price will be submitted to the Contractor within thirty (30) days of Contractor's Application for Progress Payments.
- C. Anything in this Agreement to the contrary notwithstanding, the final payment above set forth shall not become due and payable to the Contractor until the said Contractor has completed the project and has delivered to the Board of Supervisors satisfactory releases, satisfactions or waivers of all claims, liens, and claims for liens and assignments of any sums due hereunder of Contractor's laborers, workmen and material men or any other persons, firms, associations or corporations who may have performed any labor or furnished any materials under, or in connection with the performance of this Agreement. The payment bond posted herein shall not be released until ninety (90) days after work completion subject to any claims and liens, unless the contractor has provided executed lien release letters from all contractors and suppliers that have provided labor and materials to help complete the contract project. Upon receipt of all applicable lien releases on a format provided by Buchanan County Board of Supervisors the bond may be released prior to the ninety (90) day waiting period.
- D. Board of Supervisors may refuse to make payments based upon the Engineer's statements that the work is defective, has been damaged, and requires correction or replacement.
- E. Board of Supervisors may refuse to make payments because labor or materials have not been paid for.
- F. The Engineer shall not be liable to the Contractor due to recommendations which he makes pursuant to Article VII herein.

VII.

Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to the Board of Supervisors no later than the time of payment free and clear of all liens.

VIII.

The Contractor shall indemnify and save harmless Buchanan County Board of Supervisors, and its officers, agents and employees against all losses, or damages on account of injury to persons or property occurring from the Contractor's laborers, workmen and material men or any other persons, firms, associations or corporations who may have performed any labor or furnished any materials under, or in connection with in the performance of this Agreement together with any and all attorney fees incurred by them on account of any thereof.

IX.

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

X.

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

XI.

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

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

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

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

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

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

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

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

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

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

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

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

XII.

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

XIII.

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

VX.

No extra compensation not specified in this Agreement shall be demanded or received by the Contractor for any changes or alterations in the work performed under this Agreement, or for any extra work unless the provisions of this Agreement have been complied with strictly.

XV.

The contractor shall commence work under the terms of this Agreement following the date of execution of this Agreement and being work upon issuance of the Notice to Proceed and shall complete all such work within one hundred and eighty (180) days after the issuance of the Notice to Proceed. The parties agree and understand that time is of the essence in completion of this contract. However, Board of Supervisors may grant the Contractor an extension of time to complete this Contract for good cause shown; however, the Board of Supervisors reserves the right to exercise its sole discretion when determining whether an extension is granted or denied. If an extension of time is not granted, the Board of Supervisors reserves the right to exercise any and all agreement options written herein.

XVI.

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

XVII.

The Contractor shall not assign his rights or obligations under this Agreement, nor have more than seventy percent (70%) of the work required by this Agreement performed by sub-contractors without the express written consent of Board of Supervisors.

XVIII.

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

IXX.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Buchanan County shall be the proper venue for litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction and that disputes between the parties which are not settled by the parties shall be settled by the Circuit Court of Buchanan County. In the event that there is a legal dispute between the parties that is judicially resolved in favor of the Board of Supervisors, then the Contractor shall be responsible for the Board of Supervisor's reasonable attorney's fees and cost incurred therein.

XX.

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

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

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 CONTRACT BETWEEN
BUCHANAN COUNTY BOARD OF SUPERVISORS AND XYBIX
SYSTEM, INC. IN THE AMOUNT OF \$45,887.34 FOR
FURNITURE FOR THE RELOCATION OF THE BUCHANAN
COUNTY DISPATCH OFFICE TO THE NEW SHERIFF’S OFFICE
AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN
COUNTY BOARD OF SUPERVISORS AND COUNTY
ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO
EXECUTE SUCH CONTRACT ON BEHALF OF BUCHANAN
COUNTY WITH THE APPROVAL AS TO FORM BY THE
COUNTY ATTORNEY**

After a general discussion by the board upon motion by Trey Adkins seconded by
Trey Adkins and with the following roll call vote of six (6) yeas, Trey Adkins, Harold H.
Fuller, William P. Harris, G. Roger Rife, J. Carroll Branham, Craig Stiltner, zero (0) nays
and one (1) absent, Harold H. Fuller, this board did hereby approve the following
Contract between Buchanan County Board of Supervisors and Xybix System, Inc. in the
amount of \$45,887.34 for furniture for the relocation of the Buchanan County Dispatch
Office to the new Sheriff’s Office and authorize the Chairman of the Buchanan County
Board of Supervisors and County Administrator for Buchanan County, Virginia to
execute such Contract on behalf of Buchanan County with the approval as to form by the
County Attorney:

CONTRACT

THIS AGREEMENT, made and entered into this the 18th day of February, 2016,
by and between **Buchanan County Board of Supervisors**, a Political Subdivision of the
Commonwealth of Virginia, party of the first part; hereinafter sometimes referred to as
“Board of Supervisors,” and **Xybix System, Inc** , party of the second part, hereinafter
referred to as **“Contractor”**.

WITNESSETH:

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

I.

The Contractor agrees to prepare the site for construction and to perform the construction work as outlined in the Contract 3 Specifications attached here to as "Exhibit A" and as outlined in the contractor's Contract 3 Quote attached here to as "Exhibit B". The site is located at Vansant in Buchanan County, Virginia, and is shown in the specifications. The Contractor shall furnish all the materials and labor necessary for the construction of such work as set out in those specifications which were prepared by Terra Tech Engineering Services, P.C. and which specifications are labeled "911 DISPATCH CENTER RELOCATION for BUCHANAN COUNTY BOARD OF SUPERVISORS, Buchanan County, Virginia 24614 by TERRA TECH ENGINEERING SERVICES, P.C. P.O. Box 1063 Grundy, VA 24614 (276)935-4191," and are attached to this agreement and are made a part hereof by reference hereto.

II.

The Contractor agrees to perform and complete or cause to be performed or completed all such construction in accordance with the techniques and methods of construction provided for by applicable law, the standards of the construction industry, and the specifications provided by Terra Tech Engineering Services, P.C. The Contractor further agrees that all materials used in the work shall meet all those requirements and specifications for materials as provided for by applicable law and the specifications provided by Terra Tech Engineering Services, P.C. Said specifications and bid documents are incorporated and made a part of this contract by reference thereto.

III.

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

IV.

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers, Compensations Act as well as liability insurance covering damages to persons and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate of insurance to the Board of Supervisors. The Contractor shall also maintain a builders' risk insurance policy upon such structure during its construction and make the Board of Supervisors an additional insured on such policy. The Buchanan County Board of Supervisors, its officers, agents, and employees shall be listed as additional insured on such policy of liability insurance. The Contractor shall furnish certificates of insurance to the Board of Supervisors verifying such coverage.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision, inspection and direction of an engineering or architectural firm named by The Buchanan County Board of Supervisors. At this time the Board of Supervisors names Terra Tech Engineering Services, P.C. as that firm. The Contractor guarantees the work performed by any sub-contractors under this Agreement and further agrees to notify the designated Board of Supervisors inspector at least 24 hours before commencing work hereunder.

V.

Board of Supervisors shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement, as follows:

Contract 3 bid price Forty Five Thousand Eight Hundred Eighty Seven Dollars & 34 Cents

words

Contract 3 bid price \$45,887.34

Numbers

VI.

- A. i. Contractor may submit Applications for Progress Payments on account of the Contract Price on or about the 15th day of each month during the performance of the work and payment shall be made to the Contractor on a determination of the amount of the work performed as determined by the Engineer according to accepted practices in the industry. Such payments shall be ninety-five percent (95%) of the amount due with five percent (5%) being retained until the time of final payment. Such Applications shall include documents showing that labor and material costs for the work completed have been paid, subject to the following:
- v. Contractor shall take one (1) of the two (2) following actions within seven (7) days of receipt of amounts paid to the Contractor by the Board of Supervisors for work performed by a subcontractor under this Contract.
- a) Pay the subcontractor for the proportionate share of the total payment received from the Board of Supervisors attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the Board of Supervisors of its intentions to withhold all or part of the subcontractor's payment with reason for nonpayment.
- xii. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Board of Supervisors for work performed by the subcontractor under this Contract except for amounts withheld as allowed in paragraph subdivision VII. A(ii) herein.
- xiii. Interest shall accrue at the rate of one-half percent (1/2%) per month on late payments.
- xiv. The Contractor shall include the provisions of this paragraph in any Contract it makes with any subcontractor. A Contractor's obligation to pay an interest charge to a subcontractor pursuant to this Contract shall not be construed to be an obligation of the Board of Supervisors.
- B. Subject to the Engineer's determination of work performed by Contractor according to accepted practices in the industry, payments by Board of Supervisors for Contractor's Application for Progress Payments on account of the Contract Price will be submitted to the Contractor within thirty (30) days of Contractor's Application for Progress Payments.
- C. Anything in this Agreement to the contrary notwithstanding, the final payment above set forth shall not become due and payable to the Contractor until the said Contractor has completed the project and has

delivered to the Board of Supervisors satisfactory releases, satisfactions or waivers of all claims, liens, and claims for liens and assignments of any sums due hereunder of Contractor's laborers, workmen and material men or any other persons, firms, associations or corporations who may have performed any labor or furnished any materials under, or in connection with the performance of this Agreement. The payment bond posted herein shall not be released until ninety (90) days after work completion subject to any claims and liens, unless the contractor has provided executed lien release letters from all contractors and suppliers that have provided labor and materials to help complete the contract project. Upon receipt of all applicable lien releases on a format provided by Buchanan County Board of Supervisors the bond may be released prior to the ninety (90) day waiting period.

- D. Board of Supervisors may refuse to make payments based upon the Engineer's statements that the work is defective, has been damaged, and requires correction or replacement.
- E. Board of Supervisors may refuse to make payments because labor or materials have not been paid for.
- F. The Engineer shall not be liable to the Contractor due to recommendations which he makes pursuant to Article VII herein.

VII.

Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to the Board of Supervisors no later than the time of payment free and clear of all liens.

VIII.

The Contractor shall indemnify and save harmless Buchanan County Board of Supervisors, and its officers, agents and employees against all losses, or damages on account of injury to persons or property occurring from the Contractor's laborers, workmen and material men or any other persons, firms, associations or corporations who may have performed any labor or furnished any materials under, or in connection with in the performance of this Agreement together with any and all attorney fees incurred by them on account of any thereof.

IX.

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

Agreement, then upon completion the Board of Supervisors shall pay such surplus to the Contractor.

X.

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

XI.

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

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

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

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

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

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

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

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

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

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

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

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

XII.

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

XIII.

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

IVX.

No extra compensation not specified in this Agreement shall be demanded or received by the Contractor for any changes or alterations in the work performed under this Agreement, or for any extra work unless the provisions of this Agreement have been complied with strictly.

XV.

The contractor shall commence work under the terms of this Agreement following the date of execution of this Agreement and being work upon issuance of the Notice to Proceed and shall complete all such work within one hundred and eighty (180) days after the issuance of the Notice to Proceed. The parties agree and understand that time is of the essence in completion of this contract. However, Board of Supervisors may grant the Contractor an extension of time to complete this Contract for good cause shown; however, the Board of Supervisors reserves the right to exercise its sole discretion when determining whether an extension is granted or denied. If an extension of time is not granted, the Board of Supervisors reserves the right to exercise any and all agreement options written herein.

XVI.

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

XVII.

The Contractor shall not assign his rights or obligations under this Agreement, nor have more than seventy percent (70%) of the work required by this Agreement performed by sub-contractors without the express written consent of Board of Supervisors.

XVIII.

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

other than the fair market value of the construction work completed by the Contractor pursuant to this Contract as of the time of the cancellation.

IX.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Buchanan County shall be the proper venue for litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction and that disputes between the parties which are not settled by the parties shall be settled by the Circuit Court of Buchanan County. In the event that there is a legal dispute between the parties that is judicially resolved in favor of the Board of Supervisors, then the Contractor shall be responsible for the Board of Supervisor’s reasonable attorney’s fees and cost incurred therein.

XX.

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

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

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 AN ADDITIONAL BUDGET APPROPRIATION IN THE AMOUNT OF \$518,561.58 TO E-911, FUND 2, (MACHINERY AND EQUIPMENT) ACCOUNT NUMBER 4-67100-8101 REGARDING THE ABOVE CONTRACTS

After a general discussion by the board upon motion by William P. Harris seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Trey Adkins, Craig Stiltner, zero (0) nays and one (1) absent, Harold H. Fuller, this board did hereby approve an additional budget appropriation in the amount of \$518,561.58 to E-911, Fund 2, (machinery and equipment) account number 2-67100-8101 regarding the contracts for the relocation of the Buchanan County Dispatch Center.

IN RE: CONSIDER APPROVING THE AGREEMENT BETWEEN BUCHANAN COUNTY BOARD OF SUPERVISORS AND THE BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY REGARDING THE HURLEY REGIONAL WATER PROJECT, PHASE VI AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH AGREEMENT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Trey Adkins, Craig Stiltner, zero (0) nays and one (1) absent, Harold H. Fuller, this board did hereby approve the following Agreement between Buchanan County Board of Supervisors and the Buchanan County Public Service Authority regarding the Hurley Regional Water Project, Phase VI and authorize the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County with the approval as to form by the County Attorney:

AGREEMENT

This Agreement entered into this 18th day of February, 2016, by and between the Board of Supervisors of Buchanan County, Virginia, (hereinafter referred to as Buchanan County), and the Buchanan County Public Service Authority (hereinafter referred to as PSA).

Witnesseth

WHEREAS, Buchanan County has been approved by the Virginia Department of Housing and Community Development (VDHCD) to receive Virginia Community Development Block Grants (VCDBG) in accordance with grant applications submitted by Buchanan County in order to construct water lines located in Buchanan County Virginia Hurley Regional Water Project, Phase VI (hereinafter referred to as the Water Project); and

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

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

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

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

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

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

1. Buchanan County agrees to accept VCDBG grant.
2. Buchanan County agrees to enter into the necessary Agreement with DHCD to make all to the assurances required in the contract documents which are incorporated as part of the Agreement the County must sign in order to implement the VCDBG and receive the grant funds.
3. PSA hereby formally agrees that it will own and operate water systems which Buchanan County constructs with CDBG monies.
4. Buchanan County agrees to make draw downs in accordance with the VDHCD regulations not to exceed the amount of the approved VCDBG grant.
5. No request for a draw down on grant funds will be made by Buchanan County unless complete and accurate progress and financial reports satisfactory to Buchanan County indicating the nature of work or activity covered by this request, have been submitted by its contractors and engineers and are certified as being true and accurate by the official representative of the contractors and engineers.
6. Buchanan County agrees to appropriate funds not to exceed the amount of the VCDBG monies. Such appropriations shall only be made after receipt of grant funds by Buchanan County through the Virginia Department of Housing and Community Development.
7. Buchanan County, agrees to obtain and provide the necessary matching share funds required to complete the Water Project being the difference of the Water Project and the County CDBG grant.
8. The county shall initiate the activities required by the contract documents beginning as soon as the VCDBG contract is executed.
9. The county shall complete the work as described in the contract documents in compliance with the implementation schedule submitted to VDHCD.
10. The county hereby agrees to carry out all of the terms of the Agreement entered into by and between Buchanan County and the VDHCD including all of the General Conditions, Special Conditions, and Assurances made a part of the contract documents listed heretofore which are incorporated by reference in this Agreement, as if set out in full.
11. The county hereby agrees to properly administer the VDHCD through the VDHCD for the Water Project in accordance with all applicable federal, state county laws. The county also agrees to comply with any and all regulations and restrictions to the Virginia Department of Housing and Community Development in the administration of the VCDBG and in the construction phase of the Water Project. It is agreed by and between the parties that any and all financial, administrative and other records required to be maintained in conjunction with this project by an applicable regulation or agreement will be prepared and maintained by the county through the CPPDC. The county shall be responsible for all fiscal accounting responsibility in accordance with the disbursement of funds under all of the VCDBG, together with the preparation and filing of any and all reports necessary for processing and implementation of the VCDBG and for the obtaining of the draw down of funds for the Water Project. Buchanan County agrees to receive and review progress and financial reports before

requesting a draw down of Block Grant funds, with administrative assistance from the CPPDC.

12. The county agrees to ensure that all construction work performed in connection with the Water Project complies with all applicable laws as outlined in the VDHCD Grant Management Manual and is accomplished in a professional and workmanlike manner. It is hereby agreed by and between the parties that the county will be responsible for ensuring that all work performed on the Water Project is in compliance with the terms of the VDHCD-VCDBG grant and any and all specifications of these funding agencies.
13. The parties agree that the county is fully responsible for all purchasing, bidding and contracting in connection with the Water Project and is responsible for complying with all applicable Federal, State and County procurement laws and bidding procedures as outlined in the VDHCD Grant Management Manual. Their engineer and or administrative assistant will assist the county in these efforts.
14. PSA agrees to save and hold harmless Buchanan County, the Board of Supervisors of Buchanan County, and its officers, agents, and employees from any and all liability, claim, suits, judgments and recoveries of whatsoever nature which may arise in connection with the administration of the VCDBG for the Water Project and the construction work performed on the project.
15. In executing this Agreement, it is the intention of the parties that the PSA shall own and operate the water systems on behalf of the county. The county will be fully responsible for procuring and performance of all the engineering, construction, administration and related work on the Water Project in accordance with the plans, specifications, engineering studies of the grant application and all other VCDBG contract documents as heretofore specified. The county shall bear the full responsibility for auditing its records of expenditures and disbursement of all funds in connection with the Water Project. Buchanan County is responsible for the audit of its financial records relating to the receipt and disbursement of the VCDBG and other funds.
16. The parties agree that the Board of Supervisors of Buchanan County, its agents, officers, and employees shall not be liable for PSA's default, negligence, neglect, malfeasance, failure to properly account for funds, failure to comply with federal, state, or local laws, or any failure of the PSA to comply with the terms of the VCDBG, or any provisions of the contract documents heretofore enumerated in conjunction with the Water Project.
17. Furthermore, upon completion of said construction the PSA will assume ownership and responsibility of system and agrees to operate and maintain the water facilities completed under this grant as a part of its regular operations.
18. This Agreement may be amended from time to time only by written authorization of both parties, executed with the same formality as this Agreement.
19. This Agreement comports in all respects with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have hereunto set their signatures and seal this 18th day of February, 2016.

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

IN RE: CONSIDER RATIFYING THE AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND BUCHANAN COUNTY REGARDING THE HURLEY REGIONAL WATER PROJECT, PHASE VI AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT

After a general discussion by the board upon motion by Trey Adkins seconded by William P. Harris and with the following roll call vote of six (6) yeas, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Trey Adkins, Craig Stiltner, zero (0) nays and one (1) absent, Harold H. Fuller, this board did hereby ratify the Agreement between the Virginia Department of Housing and Community Development and Buchanan County regarding the Hurley Regional Water Project, Phase VI and authorize the County Administrator to execute the agreement. A copy of this agreement is located in the Buchanan County Administrator's Office, 4th floor of the courthouse for review.

IN RE: CONSIDER APPROVING THE CERTIFICATION OF SIGNATURE AND ADDRESS REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT #15-06 AFFIDAVIT

After a general discussion by the board upon motion by Trey Adkins seconded by William P. Harris and with the following roll call vote of six (6) yeas, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Trey Adkins, Craig Stiltner, zero (0) nays and one (1) absent, Harold H. Fuller, this board did hereby did hereby approve the Certification of Signature and Address regarding the Community Development Block Grant #15-06 Affidavit. A copy of this certification is located in the Buchanan County Administrator's Office for review.

IN RE: CONSIDER APPROVING THE AGREEMENT FOR THE USE OF COUNTY PROPERTY AND INDEMNIFICATION AGREEMENT AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH AGREEMENT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

L. Lee Moise, County Attorney stated the movie production company that is producing the movie "Believe" requested permission from the County Administrator to use the courthouse and Poplar Gap Park for some of the filming. They will be starting at the end of February and during the month of March.

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

and one (1) absent, Harold H. Fuller, this board did hereby did hereby approve the Agreement any changes necessary to move forward with the agreement for the use of County Property and Indemnification Agreement and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County with the approval as to form by the County Attorney:

**AGREEMENT FOR THE USE OF COUNTY PROPERTY
AND INDEMNIFICATION AGREEMENT**

RE: PRODUCTION OF MOVIE “BELIEVE” BY 44 PRODUCTIONS

Now come the parties, Believe the Film, LLC., (movie production company) and Buchanan County, Va., a political subdivision of the Commonwealth of Virginia, “County” and hereby acknowledge the following:

Whereas, the movie production company has requested to use public property owned by Buchanan County, Va., namely, the Buchanan County Courthouse and Poplar Gap Park in the production of the movie “Believe”.

Whereas, the County is willing to consent to the use of its property for the production of said movie; and

NOW THEREFORE, the parties hereby agree as follows:

- 1) The County will permit the movie production company to use the County’s property, namely the Courthouse and the Poplar Gap Park for the production of the movie “Believe” during the end of February 2016 through March 2016; and
- 2) The movie production company in consideration for the County’s consent to use County property agrees to indemnify and save harmless Buchanan County, Virginia, its officers, agents and employees, against all losses, or damages on account of injury to person or property occurring as the result of the movie production company engaging in the production of the movie “Believe”; and
- 3) That the movie production company agrees to provide the County proof of general liability insurance with liability limits at least in an amount of \$2,000,000.00 and add the Board of Supervisors as an additional insured on same; and
- 4) That the movie production company agrees to at all times to comply with all laws of the Commonwealth of Virginia and the ordinance of Buchanan County, Va.; and
- 5) That the movie production company further agrees to not interfere with the normal business activities that take place at the Courthouse; and
- 6) That the movie production company agrees to notify the County if additional time is required for filming beyond March 31, 2016.

EXECUTED IN DUPLICATE ORIGINALS:
IN WITNESS HEREOF:

BUCHANAN COUNTY, VIRGINIA

BY: _____
J. Carroll Branham, Chairman

Buchanan County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

APPROVED TO AS TO FORM ONLY:

Lawrence L. Moise III, County Attorney

----- 000 -----

**IN RE: CONSIDER APPROVING THE VENDOR SERVICE
 AGREEMENTS FOR SNOW REMOVAL**

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

- Tracy D. Bailey
- Childress Enterprise Corp.
- Vernor Wimmer d/b/a Wimmer Trucking, LLC.

----- 000 -----

**IN RE: CONSIDER APPROVAL TO HIRE A TEMPORARY PART-TIME
 EMPLOYEE TO WORK AT ENOCH’S BRANCH PARK, DUE TO
 THE RECENT VANDALISM**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with the following roll call vote of six (6) yeas, William P. Harris, G. Roger Rife, Earl Scott, J. Carroll Branham, Trey Adkins, Craig Stiltner, zero (0) nays and one (1) absent, Harold H. Fuller, this board did hereby approve to hire a temporary part-time employee at \$12.00 per hour to work at Enoch’s Branch Park, due to the recent vandalism. This employee will be paid from North Grundy District Highways, Streets and Bridges account and if funding is received for damages it will be transferred to this account.

----- 000 -----

**IN RE: CONSIDER APPROVING TO INSTALL FOUR OR FIVE DUSK
 TO DAWN LIGHTS FROM AEP OR LED LIGHTS FOR THE
 TREY ADKINS ATHLETIC CENTER**

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

to dawn lights from AEP or LED lights that can be purchased for the Trey Adkins Athletic Center in the Knox Magisterial District to be paid from General Properties.

----- 000 -----

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

L. Lee Moise, County Attorney stated the only thing he had for closed session was the request from the Town of Grundy regarding the Buchanan County Public Service Authority.

Trey Adkins, Knox District Supervisor stated I think we should wait until the full board is present.

The town's attorney contacted me yesterday and discussed various agreements that could resolve this issue, some we might agree and some we would disagree to, stated Mr. Moise.

G. Roger Rife, South Grundy District Supervisor stated I'd like to hear what he said. We could listen, but take no action, he suggested.

Upon motion by Trey Adkins seconded by Craig Stiltner 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)(7), consultation with legal counsel concerning the request from the Town of Grundy regarding the Buchanan County Public Service Authority.

Motion was made by Trey Adkins to return from closed session seconded by William P. Harris and with a unanimous voice by the board.

This board's meeting resumed in open session after being in executive session for forty-eight (48) minutes.

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

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

----- 000 -----

IN RE: CONSIDER APPROVING THE LEASE AGREEMENT BETWEEN DANIEL LAMBERT AND BUCHANAN COUNTY BOARD OF SUPERVISORS AND AUTHORIZE THE CHAIRMAN OF THE BUCHANAN COUNTY BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR FOR BUCHANAN COUNTY, VIRGINIA TO EXECUTE SUCH AGREEMENT

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with the following roll call vote of four (4) yeas, Craig Stiltner, Trey Adkins, J. Carroll Branham, William P. Harris, two (2) nays, G. Roger Rife, Earl Scott and one (1) absent, Harold H. Fuller, this board did hereby approve the following Lease Agreement between Daniel Lambert and Buchanan County Board of Supervisors and authorize the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Agreement.

THIS LEASE AGREEMENT ("Lease") made this 18th day of February, 2016, between **BUCHANAN COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, ("Lessor") and **DANIEL LAMBERT**, ("Lessee") an individual, whose address is P. O. Box 7018, Princeton, West Virginia, 24740.

W I T N E S S E T H:

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, Lessee operates Go-Kart race tracks in various locations and has an interest in operating the Buchanan County, Va. Go-Kart Race Track; 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 18th day of February, 2016.

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 its 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 its 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:

Print Name: J. Carroll Branham
Title: Chairman of Board of Supervisors

ATTEST:

By: _____
Print Name: Robert C. Horn
Title: County Administrator

_____ 000 _____

IN RE: GENERAL DISCUSSION

Craig Stiltner, Rocklick District Supervisor stated I want it on the agenda for the March meeting to consider approving that all county employees that is working an county event after regular working hours is paid from the district account they are working for at the time.

_____ 000 _____

IN RE: ADJOURNMENT

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

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

Robert Craig Horn, County Administrator