

**VIRGINIA: AT A REGULAR MEETING OF THE TAZEWELL COUNTY
BOARD OF SUPERVISORS HELD DECEMBER 4, 2012 AT 6:00
P.M. IN THE TAZEWELL COUNTY ADMINISTRATION
BUILDING, 108 EAST MAIN STREET, TAZEWELL, VIRGINIA
24651**

**PRESENT: D. MICHAEL HYMES, CHAIR
JOHN ABSHER, VICE CHAIR
SETH R. WHITE, MEMBER
CHARLES A. STACY, MEMBER
THOMAS B. CHILDRESS, MEMBER (INTERIM)
JAMES H. SPENCER, III - COUNTY ADMINISTRATOR
C. ERIC YOUNG, COUNTY ATTORNEY
PATRICIA GREEN, ASSISTANT COUNTY ADMINISTRATOR
RUTH GROSECLOSE, ADMINISTRATIVE ASSISTANT
MEMBERS OF THE PRESS: WARREN HINKLE, TAZEWELL
COUNTY FREE PRESS; JIM TALBERT, CLINCH VALLEY
NEWS/RICHLANDS NEWS PRESS; KATIE COLE,
BLUEFIELD DAILY TELEGRAPH**

ABSENT: NONE

The Chairman, D. Michael Hymes, called the meeting to order and presided with all members in attendance. Supervisor White gave the invocation followed by the pledge of allegiance to the United States flag.

AGENDA APPROVED

Now, upon motion of Supervisor Stacy, seconded by Supervisor White and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the December 4, 2012 agenda as amended. Amendments include an additional matter to the

Executive/Closed meeting entitled – A-5 Prospective Business matter involving Project N.S.

MINUTES APPROVED

Upon motion of Supervisor White, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the November 8, 2012 meeting minutes as written.

EXECUTIVE/CLOSED MEETING

Upon motion of Supervisor White, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby enters into an executive/closed meeting pursuant to Virginia Code Section 2.2-3711:

- A-7 Legal matter – consultation with legal counsel regarding PSA- Baptist Valley Contract II
- A-7 Legal matter – consultation with legal counsel regarding the MOU with Bluefield College for Dental School
- A-7 Legal matter – consultation with legal counsel regarding a request from BVU to exercise Eminent Domain for certain easements
- A-5 Prospective Business involving Project NS

RETURN/CERTIFICATION/REPORT OF ACTION

CERTIFICATION

Upon motion of Supervisor White, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby returns from the Executive/Closed Meeting and adopts the following resolution read by Supervisor Absher:

EXECUTIVE/CLOSED MEETING

CERTIFICATION OF EXECUTIVE/CLOSED MEETING

WHEREAS, the Tazewell County Board of Supervisors has convened an executive/closed meeting on this date pursuant to an affirmative vote and in accordance with The Virginia Freedom of Information Act; and

WHEREAS, 2.2-3712 of the Code of Virginia requires a certification by the Tazewell County Board of Supervisors that such executive/closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED, that the Tazewell County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) that only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive/closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Tazewell County Board of Supervisors. The Chairman called for a roll call vote with the following vote hereby recorded.

Ayes: Supervisor Stacy, Childress, Absher, White and Hymes

Nays: None

Absent: None

Absent during vote: None

ACTION AS A RESULT OF THE EXECUTIVE/CLOSED MEETING

RESOLUTION

PUBLIC HEARING –

BVU EASEMENTS

Upon motion of Supervisor White, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby authorizes and directs the County Administrator to advertise for a public hearing in January 2013 to consider authorizing Bristol Virginia Utilities (BVU) to condemn an easement to extend utility lines across a parcel in Tazewell County, Virginia.

SPECIAL PRESENTATION – GRATTEN O. WEBB

Supervisor White presented a resolution to the family of the late Gratten O. Webb who passed away September 1, 2012. Mr. Webb was a devoted citizen and served his community with distinction and was admired and respected by many.

Now, upon motion of Supervisor White seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby adopts the following resolution in memory of the late Gratten O. Webb:

**RESOLUTION
COMMEMORATING –
GRATTEN OLIVER WEBB**



WHEREAS, Gratten Oliver Webb, 85 of Tazewell County, Virginia passed away on Saturday, September 1, 2012 in Abingdon, Virginia; and

WHEREAS, Mr. Webb was the 13th of 17 children of the late Reece Henderson and Effie Griffith Webb. He is survived by his wife of 63 years, Jacqueline Boyd Webb – his daughters Betsy Williams and Dr. Debbie Wallace and his grandchildren, Wesley Wallace and Jillian McCoy, and step-granddaughter, Leslie Williams, as well as many, many friends and associates; and

WHEREAS, Mr. Webb served in the US Army at the end of WWII from July 1945 to December 1946 as an infantryman in the 1322nd Labor Supervision Company – stationed in Hamburg, Germany. He aided in the emigration of war brides to the United States. Following his service in the US Army he worked in various jobs and retired in April 1989 from Seaboard, Pittston Coal Company; he was a member of the United Mine Workers of America; and

WHEREAS, during his retirement he volunteered and served his community with exemplary competence, resilience and loyalty far beyond the need – serving on the

building committee of Clearview United Methodist Church, Doran and received a life-time membership into the Clearview United Methodist Women, where he wore his pin with pride and faith – and it was his nomination of “Clearview” which was chosen as the name of the church; and

WHEREAS, following Hurricane Hugo in 1989 he went with a mission team from Richlands and spent a week in Stephens, SC working in unbearable heat to roof homes that had been destroyed and his assistance did not stop there. He traveled to Hermosa, SD on a two week mission building and renovating a school for Native American Children. He was a charter member of Habitat for Humanity in Tazewell County working on at least nine homes built in the County; he worked tirelessly in his community to renovate churches; worked selflessly for the benefit for the Boy Scouts of America, Troup 61; worked tirelessly as the head chef for all class picnics at the Raven Elementary School. He raised money to build the track, renovate the baseball fields, picnic shelter and school marquee. He was a charter and lifetime member of the Casey-Short Veterans of Foreign War Post #9640; a charter and lifetime member of the Tri-County Health Clinic and a charter and lifetime member of the Richlands Kiwanis Club; a charter and lifetime member of the Woodman of the World Lodge 404 – where he received the Distinguished Citizen Award in 1996 and in the same year he was awarded Citizen of the Year from the Richlands Area Chamber of Commerce. He was also a charter member of the Good Samaritan Food Pantry, and one of his most recent projects was his eagerness and excitement to restore the old Raven Theatre project and throughout his lifetime Mr. Webb never failed to exhibit a selfless devotion to his family, his community and his commitment to distinction; and

NOW, THEREFORE, BE IT RESOLVED, that the Tazewell County Board of Supervisors note with sadness the passing of Gratten Oliver Webb, and hereby adopts and presents this resolution to his family in honor of his lifetime of dedicated services and as an expression of the Board of Supervisors respect for his memory.

CONSENT CALENDAR APPROVED

Upon motion of Supervisor White seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the following items presented as "Consent Calendar". Matters requiring the issuance of warrants shall be issued by the County Administrator in accordance with this action and converted to negotiable checks by the Treasurer of Tazewell County, Virginia:

WARRANTS APPROVED AS PAID:

November 2012

Payroll

Ordered that Warrant Nos. 136722 through 136783 and direct deposits totaling \$331,766.89 from the General, Landfill Enterprise, and 911 Funds, covering payroll for the various County agencies, for the period ending October 31, 2012, be approved.

Ordered that Warrant Nos. 136785 through 136846 and direct deposits totaling \$331,946.58 from the General, Landfill Enterprise, and 911 Funds, covering payroll for the various County agencies, for the period ending November 15, 2012 be approved.

Accounts Payable/Payroll Deductions

Ordered that Warrant Nos. 458950 through 459090, for \$508,744.58 from the General, Landfill Enterprise, Capital Outlay, Law Library and 911 Funds, covering operating expenses for the various County agencies for the month of October 2012, be approved.

Ordered that Warrant Nos. 459092 through 459101, for \$106,609.57 from the General, Landfill Enterprise, and 911 Funds, covering payroll deductions for the various County agencies for the period ending October 31, 2012 be approved.

Ordered that Warrant Nos. 459103 through 459294, for \$571,944.62 from the General, Landfill Enterprise, Capital Outlay, Law Library and 911 Funds, covering operating expenses for the various County agencies for the month of November 2012, be approved.

Ordered that Warrant Nos. 459296 through 459449 for \$27,375.00 from the General Funds, covering payroll deductions for the various County agencies for the period ending November 15, 2012, be approved.

Handwritten

Ordered that Warrant No. 801727 through 801737 for \$109,020.04 from the General, Landfill Enterprise, Capital Outlay, Law Library, and 911 funds, covering operating expenses for the month of November 2012, be approved.

Approved coyote claims in the amount of \$750.00

- \$50.00 to Arthur Kelly Harvey, 207 Mountain Lane Ave. Bluefield, VA 24605 for 1 coyote killed with a gun on November 16, 2012
- \$50.00 to Shawn Pruett, 178 Parsons Drive, North Tazewell, VA 24630 for 1 coyote killed with a gun on November 17, 2012
- \$50.00 to Johnny Horn, 904 Goss Road, Bluefield, VA 24605 for 1 coyote killed with a gun on November 3, 2012
- \$50.00 to Bobby Salyers, 5430 Dryfork Road, Cedar Bluff, VA 24609 for 1 coyote killed with a gun on November 15, 2012
- \$50.00 to Jessie Asbury, 4025 Hogback Road, Tazewell, VA 24651 for 1 coyote killed with a rifle on November 9, 2012
- \$50.00 to Michael Howell, 119 Olympic Drive, North Tazewell, VA 24630 for 1 coyote killed with a rifle on October 10, 2012
- \$50.00 to Danny White, 1754 Gose Mill Road, Tazewell, VA 24651 for 1 coyote killed with a rifle on November 9, 2012
- \$50.00 to Jacquelynn Davis, 762 Freestone Valley, Broadford, VA 24316 for 1 coyote killed with a gun on November 2, 2012
- \$50.00 to Danny White, 1754 Goose Mill Road, Tazewell, VA 24651 for 1 coyote killed with a gun on November 7, 2012
- \$50.00 to Jessie Asbury, 4025 Hogback Road, Tazewell, VA 24651 for 1 coyote killed with a snare on October 23, 2012
- \$50.00 to Justin Griffith, 6407 Baptist Valley Road, N. Tazewell, VA 24630 for 1 coyote killed with a muzzle loader on November 3, 2012

- \$50.00 to Jessie Asbury, 4025 Hogback Road, N. Tazewell, VA 24630 for 1 coyote killed with a gun on November 26, 2012
 - \$100.00 to Jessie Asbury, 4025 Hogback Road, N. Tazewell, VA 24630 for 2 coyotes killed with a snare on November 21, 2012
 - \$50.00 to Clinton Bell, 1987 Cove Road, Tazewell, VA 24651 for 1 coyote killed with a snare on November 17, 2012.
 - Ratified \$500.00 from the Southern District Funds to the THS Competition Cheerleaders
 - Ratified \$2000.00 to the Pocahontas Prison Christmas Drive: (Southern \$500; Western \$250; Eastern \$500; Northwestern \$250; Northern \$500)
 - Ratified \$1750.00 to the Labor of Love White Christmas: (Southern \$500; Eastern \$500; Northwestern \$250; Northern \$500)
 - Ratified \$1653.59 from the Eastern District Fund to the PSA for fire hydrant in the Springville area
 - Ratified poll to defer Animal Control Ordinance Overhaul Hearing to January 8, 2013
 - Approved \$500.00 donation from the Eastern District Fund to the Sanders House Sheriff's Department:
 - Approved \$7,500 from the Contingent Grant & Resource Account No. 91050-7041 to the Sheriff's Account No. 31020-6010 Police Supplies for the purchase of a K-9 unit. (reimbursement from Ramey Chevrolet)
 - Approved \$2,000 from the Contingent Grant & Resource Account No. 91050-7041 to the Sheriff's Account No. 31060-6021 DARE Supplies. This is a donation from Carilion Clinic and Clinch Valley Medical Center for Dare graduation shirts in County schools.
 - Approved to close county offices on December 12, 2012 from 11:30 a.m. to 1:30 p.m. for the annual employee Christmas luncheon
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CITIZEN COMMENTS

The Chairman called for citizen comments from the floor.

1. Ms. Betty Wallace, Riverside Drive, North Tazewell, VA 24630, thanked the Board of Supervisors for the County's generosity, thus allowing her to attend a six-month leadership program offered through the Greater Bluefield Chamber of Commerce. Attendee's are chosen from a select group of individuals from our area. The program will help with greater civic response and involvement. Chairman Hymes suggested she give a report to the Board when she completes the leadership program.
2. Mr. Robert Mitchem, 1122 - 696 Branch Road, Bluefield, VA 24605 voiced concern with regard to road conditions on Route 696, Route 644 in the northern district of Tazewell County, more particularly a bad curve on Route 644 and the 40 mph speed that he feels endangers people's lives. For the record, Mr. Mitchem said he was ashamed of the engineering that took place that designed the road. He said residents traveling the road are scared of the bad curve as well as the mountain side that is threatening to fall off on to the highway.

Now, upon motion of Supervisor Childress, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby adopts a resolution requesting VDOT to consider performing a safety study to reduce the speed on sections of Route 696-Big Branch Road located in the Northern District of Tazewell County that is currently 40 mph to a lower speed, due to the curviness of the road. The Board feels a reduction in speed would be a safer speed for motorists traversing the road and for residents living there.

A copy of the resolution in a form as adopted is on file in the office of the County Administrator, 108 East Main Street, Tazewell, Virginia 24651.

SPEED STUDY – BIG BRANCH ROAD ROUTE 696

Following presentation by Mr. Robert Mitchem, 696 Branch Road, Bluefield, Virginia 24605 and upon motion of Supervisor Childress, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby requests the Virginia Department of Transportation (VDOT) to conduct a safety study to consider the reduction of speed on Route 696 Big Branch Road, located in the Northern District. The current speed is 40 miles per hour and residents feel the speed limit is too high for the curved road.

3. Jr. Crockett, Bluefield, Virginia 24605 – thanked Supervisor C. Stacy for all his hard work with regard to the National Heritage Area, i.e. his review and study of all the material, answering phone calls and emails as well as talking and listening to the concerns of his constituents.
4. Debbie Stockton, Grassy Spur Road, Bishop, Virginia – She requested that the Board of Supervisors contact Congressman Griffith asking that the Board of Supervisors oppose the National Heritage Area, based on constituent concerns. And in addition, with regard to the County's proposed zoning, she requested that the Board address zoning matters individually, so that citizen rights would not be manipulated.

Now, the Chairman called for additional public comments from the floor and there being none, he declared citizen comments closed.

With regard to the Crooked Road - National Heritage Area, Supervisor White said that he had been in contact with Congressman Griffith's office and that there was no legislation in place at this time. He further said that Congressman Griffith indicated there would be no Bill if he doesn't write it. Supervisor White further said Congressman Griffith has discussed the possibility of establishing a committee to review the topic. Supervisor Hymes suggested that an individual represent Tazewell County as part of the committee.

ROBERT'S RULES OF ORDER SUSPENDED—

Upon motion of Supervisor White, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby suspends Robert's Rules of Order – changing the order of the agenda due to the Board being ahead of schedule.

BOARD OF SUPERVISORS LIAISONS REPORT

EMERGENCY SERVICES UPDATE

Supervisor Stacy, on behalf of the Emergency Services Committee, updated the Board with various ESC matters:

- Fire & EMS Study – the Board should receive by the January 8, 2013 meeting
- Burn Building for the Richlands area - No additional information at this time.
However, the County needs to put pressure on other towns and localities to respond for possible funding contributions.
- Fire & Rescue Appreciation Dinner will be held December 12, 2012 at Nuckolls Hall
- Rescue 945 – Request for funding to assist with a defibrillator

RESCUE 945- \$4,310.52 DEFIBRILLATOR

Upon motion of Supervisor Childress, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby commits the amount of \$4,310.52 from the Northern District Funds to assist 945 Rescue Squad with the purchase of a Phillips MRx heart monitor/defibrillator. Rescue 945 has been awarded funding from the Virginia Office of Emergency Medical Services in the amount of \$17,241.28. The total cost of the defibrillator is \$21,551.60. The Board agreed that if there is a shortfall of funding in the Northern District Fund for other projects board members would consider transferring funds from other balances to assist Supervisor Childress. The County Administrator is hereby authorized and directed to issue said

warrant at such time as may be necessary and appropriate, and which said warrant will be converted to negotiable check by the Treasurer of Tazewell County, Virginia.

PLANNING COMMISSION

Peddlers Ordinance – Proposed

Supervisor Childress reported that the Planning Commission continues to review a proposed Peddlers Ordinance, with mostly all members of the Commission voicing unenthusiastic comments with regard to the adoption of such an ordinance, with regard to bake sales, and other charitable events. Supervisor White said that it was his understanding that such an ordinance was intended for transient vendors selling furniture and other merchandise that affects our local businesses. The County Attorney is in the process of modifying the ordinance for review by the Planning Commission at their December 13, 2012 meeting. Supervisor Hymes said he did not want an ordinance until the best version is endorsed by the Planning Commission.

Zoning –Proposed

Supervisor Childress said that a proposed Zoning Subcommittee would be addressing a fast-track zoning ordinance for the Eastern District in January 2013.

PUBLIC HEARING – THREE (3) PUBLIC HEARINGS

1. AN ORDINANCE TO ENACT CHAPTER 2, ARTICLE V – TO REGULATE THE DISPOSAL OF UNCLAIMED PROPERTY IN POSSESSION OF THE SHERIFF’S OFFICE

The Chairman called to order a public hearing that was duly advertised according to law entitled “**A PUBLIC HEARING** to hear concerns regarding **AN ORDINANCE TO ENACT CHAPTER 2, ARTICLE V – TO REGULATE THE DISPOSAL OF UNCLAIMED PROPERTY IN POSSESSION OF THE SHERIFF’S OFFICE**. The proposed ordinance would allow the Tazewell County Sheriff to dispose of unclaimed evidence from past criminal incidents, pursuant to Virginia Code Section 15.2-1719 (1950) as amended.”

The Chairman called for public comments from the floor with regard to the public hearing.

Major Harold Heatley, Tazewell County Sheriff's Office, explained the proposed ordinance that would allow the Sheriff's Office to sell any unclaimed personal property at public auction that has been in the possession of the Tazewell County's Sheriff's Office for a period of 60 days or more. Furthermore, the County will deposit the proceeds into the County's general fund and the retained property may be placed into use by the Tazewell County's Sheriff's Office.

Now, the Chairman called for public comments from the floor three times with regard to the subject public hearing and there being none he declared the public hearing closed.

And, then upon motion of Supervisor White, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby adopts the following ordinance:

**AN ORDINANCE TO ENACT CHAPTER 2, ARTICLE V TO REGULATE
THE DISPOSAL OF UNCLAIMED PROPERTY IN POSSESSION OF SHERIFF
OR POLICE**

WHEREAS, the Tazewell County Sheriff has requested authority to dispose of unclaimed evidence from past criminal incidents remaining in the custody of his officers;

WHEREAS, the Board desires to assist the Sheriff in disposing of such unclaimed evidence;

WHEREAS, Section 15.2-1719 of the Code of Virginia (1950), as amended, permits a locality to provide by ordinance for either public sale or retention for use by the law-enforcement agency of any unclaimed personal property which has been in the possession of its law-enforcement agencies and unclaimed for a period of more than 60 days, after payment of a reasonable storage fee to the sheriff or other agency storing such property;

NOW THEREFORE, BE IT ORDAINED that Chapter 2, Article V of the Code of Tazewell County hereby is enacted, pursuant to Section 15.2-1719 of the Code of Virginia (1950), as amended, to state as follows:

ARTICLE V. – DISPOSAL OF UNCLAIMED PROPERTY.

AN ORDINANCE TO REGULATE THE DISPOSAL OF UNCLAIMED PROPERTY IN POSSESSION OF SHERIFF OR POLICE.

Sec. 2-400. – Definitions.

Sec. 2-401. – Administration.

Sec. 2-402. – Notice.

Sec. 2-403. – Proceeds from Sale.

Sec. 2-404. – Bicycles.

Sec. 2-405. – Firearms.

Sec. 2-406. – Depositing Funds.

Secs. 2-407 – 2.449. - Reserved

Sec. 2-400. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Unclaimed firearms and other weapons” means any firearm or other weapon belonging to another which has been acquired by the Tazewell County Sheriff’s Office pursuant to its duties, which is not needed in any criminal prosecution, which has not been claimed by its rightful owner.

“Unclaimed personal property” means any personal property belonging to another which has been acquired by the Tazewell County Sheriff’s Office pursuant to its duties, which is not needed in any criminal prosecution; which has not been claimed by its rightful owner.

Sec. 2-401. - Administration.

- (a) If any unclaimed personal property has been in the possession of the Tazewell County Sheriff's Office and has remained unclaimed for a period of more than sixty (60) days, the Tazewell County Sheriff's Office may:
 - (1) Sell the unclaimed personal property at public auction in accordance with the following provisions in this Article, or
 - (2) Retain such unclaimed personal property for use by the Sheriff's Office.

Sec. 2-402. – Notice.

- (a) Prior to the sale or retention for use by the Tazewell County Sheriff's Office of any item of unclaimed personal property, the Sheriff or his or her deputies shall:
 - (1) Make reasonable attempts to notify the rightful owner of the property,
 - (2) Obtain from the Commonwealth's Attorney in writing a statement advising that the unclaimed personal property is not needed in any criminal prosecution, and
 - (3) Cause to be published in a newspaper of general circulation in the locality once a week for two (2) successive weeks, notice that there will be a public display and sale of unclaimed personal property held by the Sheriff's Office.
- (b) Such unclaimed personal property, including property selected for retention by the Tazewell County Sheriff's Office, shall be described

generally in the notice, together with the date, time and place of the sale, and shall be made available for public viewing at the sale.

Sec. 2-403. – Proceeds from Sale.

- (a) The Tazewell County Sheriff or his or her deputies shall pay from the proceeds of sale the reasonable costs of advertisement, removal, storage, investigation as to ownership and liens, and notice of sale. The balance of the funds shall be held by such Sheriff or deputy for the owner and paid to the owner upon satisfactory proof of ownership.
- (b) Any unclaimed item retained for use by the Tazewell County Sheriff's Office shall become the property of Tazewell County and shall be retained only if, in the Sheriff's opinion, there is a legitimate use for the property by the Tazewell County Sheriff's Office and that retention of the item is a more economical alternative than purchase of a similar or equivalent item.

Sec. 2-404. – Bicycles.

The Tazewell County Sheriff's Office may provide for the disposition under Section 2-401 of any bicycle, electric personal assistive mobility device, electric power-assisted bicycle, or moped that has been in the possession Tazewell County Sheriff's Office unclaimed for more than thirty (30) days.

Sec. 2-405. – Firearms.

Tazewell County may, at its discretion, destroy, auction, or retain for the use of the Tazewell County Sheriff's Office any unclaimed firearms and other weapons which

have been in the possession of the Sheriff's Office for a period of more than sixty (60) days.

Sec. 2-406. – Depositing Funds.

- (a) If no claim has been made by the owner for the unclaimed personal property or proceeds of such sale within sixty (60) days of the sale, the remaining funds shall be deposited in the general fund of Tazewell County and the retained property may be placed into use by the Tazewell County Sheriff's Office.
- (b) The Sheriff shall supply to the County Administrator's Office a notice of such deposit and a record of the amount received for each item sold.
- (c) The owner of any item sold shall be entitled to apply to the locality within three (3) years from the date of the sale and, if timely application is made therefore and satisfactory proof of ownership of the funds or property is made, Tazewell County shall pay the remaining proceeds of the sale or return the property to the owner without interest or other charges or compensation.
- (d) No claim shall be made nor any suit, action, or proceeding be instituted for the recovery of such funds or property after three (3) years from the date of the sale.

Secs. 2-407 – 2.449. – Reserved.

It is so **ORDAINED** by the Tazewell County Board of Supervisors as of this the 4th day of December, 2012.

VEHICLES DECLARED SURPLUS

SHERIFF'S DEPARTMENT

Upon request of the Tazewell County Sheriff Department, Major Harold Heatley and upon motion of Supervisor Stacy, seconded by Supervisor White and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby declares the following vehicles as surplus property and donates same to the Tazewell County Sheriff's Department to be used by the Sheriff at his discretion: 2004 Dodge Intrepid, VIN 2B3HD46V24H586124- Mileage is approximately 110,000 Miles and a 1999 Ford Taurus, VIN 1FAFP53U4XA318425-Approximate Mileage 150,000 Miles.

PUBLIC HEARING (2)

AN ORDINANCE MOVING THE FALLS MILLS PRECINCT TO THE FELLOWSHIP HALL PREVIOUSLY APPROVED APRIL 2011 AND RELOCATING THE ENTIRE CHURCH HOUSE HOLLOW AREA TO THE BISHOP PRECINCT

The Chairman called to order a public hearing that was duly advertised according to law entitled "AN ORDINANCE MOVING THE FALLS MILLS PRECINCT TO THE FELLOWSHIP HALL PREVIOUSLY APPROVED APRIL 2011 AND RELOCATING THE ENTIRE CHURCH HOUSE HOLLOW AREA TO THE BISHOP PRECINCT."

The Chairman then called for public comments from the floor with regard to the public hearing.

The Chairman explained the proposed ordinance that will adjust precincts and election district boundaries to be more convenient for voters in certain precincts in the Northern District – more particularly, Falls Mills and Church House Hollow residents.

Now, the Chairman called for public comments three (3) times and there being none, he declared the public hearing closed.

Then, upon motion of Supervisor Childress, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no

one against the same, the Tazewell County Board of Supervisors hereby adopts the following ordinance:

AN ORDINANCE TO RELOCATE FALLS MILLS POLLING PLACE AND TO REDEFINE BOUNDARIES OF BISHOP AND AMONATE PRECINCTS

WHEREAS, the Board of Supervisors desires to make Tazewell County’s polling places accessible to residents with disabilities for voting, serving as election officials, serving as election observers, and otherwise participate in the election process;

WHEREAS, the Board also desires to adjust precinct and election district boundaries to be more convenient for all voters;

NOW THEREFORE, BE IT ORDAINED, pursuant to Virginia Code § 15.2-1211 and § 24.2-304.1 et seq. (1950), as amended, that:

- (1) That the polling place for the Falls Mills Precinct shall be moved from the former Falls Mills Elementary School, located at 234 Angel Lane, Falls Mills, Virginia 24613 to the Falls Mills Christian Church Fellowship Hall, located at 14836 Mud Fork Road, Falls Mills, Virginia 24651.
- (2) That the boundary between the Bishop and Amonate Precincts be redefined so that the Bishop Precinct includes all residents residing on Church House Hollow Road, as set forth in the attached “Exhibit A”.

It is so **ORDAINED** by the Tazewell County Board of Supervisors as of this the 4th day of December, 2012 (to be effective with the November 2013 General Election).

IDA UPDATE

Supervisor White stated that the gas project is moving forward with surveys being completed. The Bluestone marquee/sign is up.

SCHOOL BOARD UPDATE

Patricia Green stated that she spoke with Dr. Lawson regarding some budget items for the upcoming fiscal year.

AIRPORT AUTHORITY

Jerry McReynolds, Airport Manager stated that two (2) construction projects are underway at the Airport. Supervisor White stated that while attending the VACo Conference he heard good things with regard to the management of the County's Airport.

APPOINTMENTS

Tall Structures Appeals Board

One (1) northwestern district appointment was deferred to the next regular meeting.

Tazewell County Road Viewers

Upon motion of Supervisor White, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby appoints Allen Whited, 224 Birch Street, Raven, VA 24639 to serve as a member of the Tazewell County Road Viewers, with a term commencing immediately and expiring June 30, 2013. This appointment fills the unexpired of the late Grat Webb.

Coal and Gas Road Improvement Advisory Committee

Upon motion of Supervisor White, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby requests the Circuit Court Judge to consider the reappointment of D. Michael Hymes, PO Box 7, Tazewell, Virginia 24651 to serve as a member of the Tazewell County Coal & Gas Improvement Advisory Committee, to serve a four year term as a citizen representative, effective January 1, 2013 and expiring December 31, 2016.

PUBLIC HEARING 3.

AN ORDINANCE TO OFFER THE FOLLOWING A CABLE TELEVISION FRANCHISE AGREEMENT TO PURSUANT TO SECTION 15.2-2108.1 ET SEQ. OF THE CODE OF VIRGINIA (1950) AS AMENDED- FRANCHISE AGREEMENT

The Chairman of the Board called to order a public hearing that was duly advertised according to law, entitled **AN ORDINANCE TO OFFER THE FOLLOWING A CABLE TELEVISION FRANCHISE AGREEMENT TO PURSUANT TO SECTION 15.2-2108.1 ET SEQ. OF THE CODE OF VIRGINIA (1950) AS AMENDED- FRANCHISE AGREEMENT.**

The Chairman called for public comment from the floor three (3) times and there being none, he declared the public hearing closed.

The County Attorney, Eric Young, stated that the Burkes Garden Telephone Company, Inc. was a certified provider of telecommunications services in the Burkes Garden Virginia community of Tazewell County and that the company's has the technical ability, and is financial, legal and has sufficient equipment to meet cable needs in the area of Burkes Garden.

Now, upon motion of Supervisor Stacy, seconded by Supervisor White and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby adopts An ORDINANCE TO OFFER CABLE TELEVISION FRANCHISE SERVICES TO THE BURKES GARDEN AREA as herein set forth below:

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Tazewell County, Virginia, and Burke's Garden Telephone Company, Inc., (hereinafter, the "Grantee").

Grantee is a certified provider of telecommunications services in Burke's Garden, Tazewell County, Virginia, and Tazewell County, Virginia, and desires to create a cable television franchise for a term of fifteen (15) years.

Tazewell County, Virginia, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction and continued operation of a cable system on the terms and conditions set forth herein.

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this Franchise Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. Unless otherwise defined herein, any term not defined herein shall have the meaning as set forth in Title VI of the Communications Act of 1934, 47 U.S.C. § 521 *et seq.*

"Act" means the Communications Act of 1934.

"Affiliate" in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

“Basic service tier” means the service tier that includes (i) the retransmission of local television broadcast channels and (ii) public, educational, and governmental channels required to be carried in the basic tier.

"Cable operator" means any person or group of persons that (i) provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system or (ii) otherwise controls or is responsible for, through any arrangement, the management and operation of a cable system. Cable operator does not include a provider of wireless or direct-to-home satellite transmission service.

“Cable Service” means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable Service does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).

“Cable System” or “cable television system” means any facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service that includes video programming and which is provided to multiple subscribers within a community, except that such definition shall not include (i) a system that serves fewer than 20 subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only subscribers without using any public right-of-way; (iv) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934 (47 U.S.C. Sections 201 *et seq.*), except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (v) any facilities of any electric utility used solely for operating its electric utility systems; (vi) any portion of a system that serves fewer than 50 subscribers in any locality, where such portion is a part of a larger system franchised in an adjacent locality; or (vii) an open video system that complies with Section 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573.

“Certified provider of telecommunications services” means a person holding a certificate issued by the State Corporation Commission to provide local exchange telephone service.

“Control” means the ability to direct the policies and management of the Grantee.

“Customer” means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee’s expressed permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Force majeure” means an event or events reasonably beyond the ability of the cable operator to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which the cable operator's facilities are attached or to be attached or conduits in which the cable operator's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

“Franchise” means an initial authorization, or renewal thereof, issued by the Franchising Authority, including a locality or the Commonwealth Transportation Board, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes construction and operation of the Cable System, a telecommunications system, or other facility in the public rights-of-way. A negotiated cable franchise is granted by a locality after negotiation with an applicant pursuant to § 15.2-2108.20. An ordinance cable franchise is granted by a locality when an applicant provides notice pursuant to § 15.2-2108.21 that it will provide cable service in the locality.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the portions of Tazewell County as designated on the map labeled “Time Warner Cable Franchise Map 2007” and attached hereto as Exhibit A.

“Franchising Authority” means Tazewell County, Virginia, or the lawful successor, transferee, designee, or assignee thereof.

“Grantee” shall have the meaning set forth in the preamble hereof.

"Gross revenue" means all revenue, as determined in accordance with generally accepted accounting principles, that is actually received by the cable operator and derived from the operation of the cable system to provide cable services in the franchise area; however, in an ordinance cable franchise "gross revenue" shall not include: (i) refunds or rebates made to subscribers or other third parties; (ii) any revenue which is received from the sale of merchandise over home shopping channels carried on the cable system, but not including revenue received from home shopping channels for the use of the cable service to sell merchandise; (iii) any tax, fee, or charge collected by the cable operator and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group; (iv) program launch fees; (v) directory or Internet advertising revenue including, but not limited to, yellow page, white

page, banner advertisement, and electronic publishing; (vi) a sale of cable service for resale or for use as a component part of or for the integration into cable services to be resold in the ordinary course of business, when the reseller is required to pay or collect franchise fees or similar fees on the resale of the cable service; (vii) revenues received by any affiliate or any other person in exchange for supplying goods or services used by the cable operator to provide cable service; and (viii) revenue derived from services classified as noncable services under federal law, including, without limitation, revenue derived from telecommunications services and information services, and any other revenues attributed by the cable operator to noncable services in accordance with rules, regulations, standards, or orders of the Federal Communications Commission.

"Interactive on-demand services" means a service providing video programming to subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider.

"Ordinance" includes a resolution.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall, within their proper use and meaning, entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.

"Subscriber" means a person who lawfully received cable television services.

"Transfer" means any transaction in which (i) an ownership or other interest in the cable operator is transferred, directly or indirectly, from one person or group of persons to another person or group of persons, so that majority control of the cable operator is transferred; or (ii) the rights and obligations held by the cable operator under the cable

franchise granted under this article are transferred or assigned to another person or group of persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the cable franchise shall not include (a) transfer of an ownership or other interest in the cable operator to the parent of the cable operator or to another affiliate of the cable operator; (b) transfer of an interest in the cable franchise granted under this article or the rights held by the cable operator under the cable franchise granted under this article to the parent of the cable operator or to another affiliate of the cable operator; (c) any action that is the result of a merger of the parent of the cable operator; (d) any action that is the result of a merger of another affiliate of the cable operator; or (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the cable operator in the cable franchise or the system used to provide cable in order to secure indebtedness.

"Video programming" means programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

SECTION 2

Grant of Authority

2.1. Grant of Franchise. The Franchising Authority hereby grants to the Grantee under the Cable Act a nonexclusive Franchise, which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, state or local law. The parties hereto reserve the right to exercise any regulatory rights or to perform any regulatory obligations as may be permitted or required by future, applicable Acts of Federal or State Law or Rulings of any Federal Regulatory Agency.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be for a term of fifteen (15) years, commencing on January 1, 2013 (hereinafter, the "Effective Date") and ending on December 31, 2027, unless this Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal. Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of the Cable Act, 47 U.S.C. § 546, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be

construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

2.5. Competitive Equity.

2.5.1. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, however, that no such franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to, franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and capital support; customer service standards; required reports and related record keeping; and enforcement provisions. If any such additional and/or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, then the Grantee may give written notice to the Franchising Authority stating the specific terms and/or conditions in the competitive franchise that are more favorable or less burdensome than those contained in this Franchise Agreement. Upon receipt of any such notice, if the Franchising Authority, acting reasonably, agrees with the Grantee's assertion, then the Franchising Authority shall modify this Franchise Agreement to include any more favorable or less burdensome term or condition, provided, the Grantee agrees, upon the request of the Franchising Authority, to also modify this Franchise Agreement to include any term or condition contained in the competitive franchise that is more favorable to the Franchising Authority or more burdensome to the Grantee, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

2.5.2. Any franchise granted by the Franchising Authority shall be non-exclusive. Any Person desiring a new cable television franchise in the Franchising Area shall file with the Franchising Authority an application for a new cable television franchise in a form acceptable or specified by the Franchising Authority, and in accordance with procedures and schedules established by the Franchising Authority. In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchise Area, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Grantee or incumbent cable operator by registered or certified mail within ten (10) business days of receipt of such application.

SECTION 3 The System

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any

part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality.

3.2. Conditions on Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any Person using such street or Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall, upon written request of the Grantee, make application for such funds on behalf of the Grantee. If the County requests the relocation, removal or reinstallation of Grantee=s property in any of the Public Ways in the Franchise Area for the sole purpose of installing or providing its own cable television or telecommunications services or those of a second cable television or telecommunications service provider in competition with Grantee, then such cost shall not be borne by Grantee but by the County or the requesting entity.

3.2.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial compliance with applicable FCC or other federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.4. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee=s wires, cables, or other equipment. All such trimming shall be done at the Grantee=s sole cost and expense. The Grantee shall reasonably compensate the Franchising Authority for any damage caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs so damaged. Such replacement shall satisfy any obligations the Grantee may have to the Franchising Authority pursuant to the terms of this Section 3.2.5.

3.2.5. Aerial and Underground Construction. If all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section 3.2.6 shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section 3.2.6., in the event that all of the transmission or distribution facilities of all of the respective public or municipal utilities are required to be placed underground after the Effective Date of this Franchise Agreement, the Grantee shall only be required to construct, operate and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public and municipal utilities= facilities at the time that such are placed underground.

SECTION 4 **Service Obligations**

4.1. General Service Obligation. The Grantee shall provide Cable Service to residential dwelling units within the Franchise Area reaching the minimum density of at least thirty (30) dwelling units per cable mile measured from Grantee's existing distribution cable. The Grantee shall offer Cable Service to new homes or previously unserved homes located within one hundred twenty five (125) feet of the Grantee's existing distribution cable.

4.1.1 Density per cable mile shall be computed by dividing the number of Residential Dwelling Units in the area by the length, in miles or fractions thereof, of the total amount of aerial or underground cable necessary to make service available to the Residential Dwelling Units in such area in accordance with Grantee's system design parameters. The cable length shall be measured from the nearest point of access to the then-existing system, provided that extension is technically feasible from that point of access, and located within the Public Rights-of-Way. The total cable length shall exclude the drop cable necessary to serve individual Subscriber premises.

4.1.2. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in excess of the above standards. Any such additional charge shall be computed on a time

plus materials basis to be calculated on that portion of the installation which exceeds the one hundred twenty five (125) foot standard set forth above.

4.2. Programming. The Grantee shall reserve for all Customers a total of at least three (3) public, educational, or governmental access channels.

4.3. No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to continuously receive all available services provided on the Cable System so long as such Person=s financial or other obligations to the Grantee are satisfied.

4.4. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer by ordinance, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the Grantee at least ten (10) business days written notice of the date of the availability of open trenches. Developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering and deployment of labor applicable to its cable facilities. Installation of cable facilities from utility easements to individual homes or other structures shall be at the cost of the home/building owner or developer unless otherwise provided. Franchising Authority shall make a good faith effort to enforce its ordinances and permit requirements pursuant to the terms of this paragraph. However, the Franchising Authority shall not be liable to Grantee or third parties for Developers failure to comply with such ordinances or regulations.

4.5. Prohibition against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

SECTION 5

Fees and Charges to Customers

5.1. Rates, Fees, Charges. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date of this Franchise Agreement shall be in accordance with the FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law. To the

extent required by applicable law, the Grantee shall provide Cable Service to each resident in the Franchise Area in accordance with a uniform rate structure throughout the Franchise Area. The preceding requirement shall not prevent the Grantee from using bulk, commercial, promotional and other rates in accordance with federal law.

5.2 Franchise Fee: As of the date of this agreement franchise fees for telecommunications providers are set and collected by the Commonwealth of Virginia pursuant to Section 15.2-2108.1 *et seq* of the Code of Virginia (1950) as amended. Grantee shall comply with the Law of Virginia regarding telecommunications franchise fees and taxes. In the event said code shall be amended to permit localities to independently establish franchise fee rates for their respective jurisdictions, the parties hereto shall negotiate a rate in good faith. Should the parties fail to reach an agreement on a rate within six months of the effective date of the change in law, the franchise fee shall be five percent (5%) of gross revenues received by Grantee from subscribers in the Franchise Area for the provision of Cable service until otherwise changed by agreement or applicable law.

SECTION 6

Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards and rules set forth in Part 76, ' 76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC pursuant to the Cable Act, 47 U.S.C. § 552(a)-(b), and any corresponding regulations thereto.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading, (B) does not omit material information, and (C) does not mischaracterize any information. Notwithstanding anything to the contrary herein, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. ' 542(c)).

6.3. PEG Capital Fee. The Grantee shall pay a recurring fee, hereafter referred to as the PEG Capital Fee, to support the capital costs of public, educational, and governmental channel facilities, including institutional networks. The PEG Capital Fee is equal to the lowest recurring fee imposed on a per subscriber or a percentage of gross revenue basis and paid by any existing cable operator in the locality to support the capital costs of such facilities.

6.4. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

6.5. Customer Complaints. Subject to Section 6.3 above and upon request of the Franchising Authority, the Grantee will provide a report of complaints received by customers to Grantee. Such report will be filed electronically with the Franchising Authority. Grantee further agrees to promptly address customer complaints and keep records of those requiring a service call.

SECTION 7

Oversight and Regulation by Franchising Authority

7.1. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.2. Technical Standards. The Grantee shall comply with all appropriate technical standards of the FCC as published in subpart K of 47 C.F.R. ' 76. To the extent those standards are altered, modified, or amended during the term of this Franchise Agreement, the Grantee shall comply with such alterations, modifications or amendments within a reasonable period after their adoption by the FCC. As provided in these rules, the Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.3. Maintenance of Books, Records, and Files.

7.3.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee shall provide the Franchising Authority, upon thirty (30) days prior written notice, access to records or other information reasonably sufficient, as determined by Grantee, to monitor Grantee's compliance with the provisions of this Franchise Agreement; such access to be provided at the Grantee's business office, during normal business hours and without unreasonably interfering with Grantee's business operations. Such records and information shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such records that may be subject to inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of two (2) years.

7.3.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.3.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section 7, the Grantee shall not be required to disclose information which it

reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents of the Franchising Authority that have a need to know, or in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act. For purposes of this Section 7, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, Customer lists, Cable Service and marketing plans, financial information unrelated to the calculation of rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state public records’ or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request.

7.4. Transfer of a Franchise Neither the Grantee nor any other Person may transfer the Cable System or this Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of additional information it requires, if any, to determine the legal, financial, and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, the Authority shall be deemed to have consented to the transfer.

SECTION 8

Insurance and Indemnity

8.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority, certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section 8. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers= compensation coverage in accordance with applicable law.

8.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee=s construction, operation, or maintenance of its

Cable System in the Franchise Area, including, but not limited to, reasonable attorneys' fees, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. If the Franchising Authority determines in good faith that its interests cannot be represented by the Grantee, Grantee shall be excused from any obligation to defend the Franchising Authority.

SECTION 9

System Description and Service

9.1. During the term of this Franchise Agreement the Grantee's Cable System shall be capable of providing a minimum of fifty five (55) channels of video programming with satisfactory reception available to its customers in the Franchise Area.

9.2. Service to School Buildings. The Grantee shall provide free "Basic" and "Expanded Basic" tier Cable Service, and free installation of one outlet to each accredited K through 12 public school, not including "home schools," located in the Franchise Area within one hundred twenty five (125) feet of the Grantee's existing distribution cable as of the Effective Date of this Franchise Agreement.

9.3. Service to Governmental and Institutional Facilities. The Grantee shall provide free "Basic" and "Expanded Basic" tier Cable Service and free installation of one outlet to each non-residential municipal building located in the Franchise Area within one hundred twenty five (125) feet of the Grantee's existing distribution cable as of the Effective Date of this Franchise Agreement. Municipal buildings are those non-residential buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

SECTION 10

Enforcement and Termination of Franchise

10.1 Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of this Franchise Agreement, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

10.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Franchising Authority's notice described in Section 10.1, above: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default, or (B) to cure such default, or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate

reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

10.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice described in Section 10.1. above, or in the event that the alleged default is not remedied within thirty (30) days or the date projected by the Grantee pursuant to Section 10.2., above, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time, which is no less than thirty (30) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

10.4. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

10.4.1. seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or

10.4.2. In the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of this Franchise Agreement. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of this Franchise Agreement at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee in the manner set forth in Section 11.2, herein. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo* and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

(iii) The Franchising Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce its rights under the Franchise in lieu of revocation.

10.5. Technical Violation. The Franchising Authority agrees that it will not subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

10.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

10.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 11 Miscellaneous Provisions

11.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by force majeure.

11.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by facsimile with confirmed transmission and addressed as follows:

The Franchising Authority:	Tazewell County Attn: County Executive's Office 108 East Main Street Tazewell, VA 24651
The Grantee:	Burke's Garden Telephone Co. 7044 Burke's Garden Road Tazewell, VA. 24651

11.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof. All ordinances or parts of ordinances or other agreements whether written, verbal, or otherwise between the Grantee and the Franchising Authority that are in conflict with the provisions of this Franchise Agreement are hereby declared invalid and superseded and this Franchise Agreement shall control.

11.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

11.5. Governing Law. This Franchise Agreement shall be deemed to be executed in Tazewell County, State of Virginia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Virginia, as applicable to contracts entered into and performed entirely within the State. Both the

Franchising Authority and the Grantee agree that the proper jurisdiction for any disputes arising herefrom shall be in a state or Federal court having jurisdiction for Tazewell County, Virginia.

11.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

11.7. No Third Party Beneficiaries. Nothing in this Franchise nor any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.@

11.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural; Grantee may have under federal or state law unless such waiver is expressly stated herein.

SECTION 12 Performance Bond

12.1. Performance Bond. Within thirty (30) days of the Effective Date of this Agreement, Grantee shall post a performance bond in the amount of ten thousand dollars (\$10,000) as surety for the faithful performance and discharge by Grantee of all obligations imposed by this Franchise Agreement. The performance bond shall remain in force and effect throughout the Term of this Franchise Agreement. If Grantee fails to timely pay an assessment of franchise fees, the Franchising Authority shall give Grantee twenty (20) business days' notice of its intent to draw the amount owed from the performance bond. The Franchising Authority may not draw from the security bond while any action, appeal or other process has been instituted by Grantee to challenge the amount owed.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of this 4th day of December 2012.

APPOINTMENTS

Cumberland Mountain Community Services Board

Two (2) appointments to the Cumberland Mountain Services Board were deferred to the next regular meeting.

Cumberland Plateau Planning Commission District

Upon motion of Supervisor Hymes seconded by Supervisor White and adopted by a vote of Supervisor White and adopted by a vote of 5 to 0, with all members present and voting in

favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby reappoints Don Buchanan, PO Box 1144, North Tazewell, VA 24630 to serve as a elected official member of the Cumberland Plateau Planning District Commission, effective January 1, 2013 and expiring December 31, 2014 (2 year term) coincides with his elected term of office.

Upon motion of Supervisor Stacy, seconded by Supervisor Childress and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby reappoints Don Harris to serve as a elected official member of the Cumberland Plateau Planning District Commission, effective January 1, 2013 and expiring December 31, 2016 (4 year term) coincides with his elected term of office.

Upon motion of Supervisor Absher, seconded by Supervisor White and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby reappoints Tim Trent, PO Box 1786, Cedar Bluff, VA 24609, to serve as an elected official representative of the Cumberland Plateau Planning District Commission, effective January 1, 2013 and expiring December 31, 2016 (4 year term) coincides with his elected term of office.

New River Highlands RC & D Council

Upon motion of Supervisor White, seconded by Supervisor Childress and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby reappoints Jack Asbury, PO Box 139, Bluefield, VA 24605, effective immediately and expiring December 31, 2013.

Tazewell County Public Service Authority (PSA)

Upon motion of Supervisor Absher, seconded by Supervisor White and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby reappoints Charles A. Stacy, 2085 Virginia Avenue, PO Box 1025, Bluefield, VA 24605 to serve as a member of the Tazewell County PSA, for a term commencing January 1, 2013 and expiring December 31, 2016 (4 year term).

Recreation Development Authority (RDA)

Upon motion of Supervisor Hymes, seconded by Supervisor Childress and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby reappoints Charlotte Whitted, 3663 Crab

Orchard Museum & Pioneer Park, Tazewell, Virginia 24651 as a member of the Recreation and Parks Facilities Authority (RDA), with a term effective immediately and expiring June 30, 2015.

One Northern District appointment was deferred for discussion.

Social Services Board

Upon motion of Supervisor Absher, seconded by Supervisor White and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby appoints Tony Cordle, 4082 Steelsburg Hwy. Cedar Bluff, VA 24609 to serve as a member of the Tazewell County Social Services Board with a term effective January 1, 2013 and expiring December 31, 2016 (4 year term). This appointment fills the expiring term of Ms. Veda Counts, effective December 31, 2012.

One NW district appointment to the Social Services Board was deferred.

Emergency Services Committee (ESC)

Upon motion of Supervisor White, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby appoints Roy Darrell McGlothlin, 600 Sycamore Lane, Richlands, Virginia 24641 as a member of the Tazewell County Emergency Services Committee with a term effective immediately and expiring June 30, 2014. This appointment fills the unexpired term of Tim Owens.

Tourism Development Committee

Upon motion of Supervisor White, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby appoints James Dye, SWCC, Richlands, Virginia 24641, effective immediately, to fill the unexpired term of Ms. Carol Whitt, as a member of the Tourism Development Commission, subject to legal review and approval of the County Attorney.

UNDERGROUND STORAGE TANKS

“APPENDIX G” – SCHOOL BOARD

Following presentation by the County Attorney, Eric Young, of “APPENDIX G – Local Government Guarantee Without Standby Trust – Made by a Local Government” with regard to

Underground Storage Tanks owned by the Tazewell County School Board, the Board of Supervisors requested that the County Administrator direct certain County employees, more particularly, Matt Anderson County Engineer to inspect the Underground Storage Tanks located on various school properties in Tazewell County to ascertain compliance with environmental requirements, and further that Patricia Green, Assistant County Administrator, obtain/verify the insurance coverage as well as rates with regard to the liability of the Underground Storage Tanks. This matter will be addressed at the January 8, 2013 annual/organizational meeting.

TELECOMMUNICATION TOWERS IN BURKES GARDEN – DYNAMIC ENVIRONMENTAL ASSOCIATES

Following discussion regarding the proposed construction of a telecommunication tower in the Burkes Garden area, by American Towers, LLC - with a Section 106 Review by Dynamic Environmental Associates, Inc. – to assess the potential impact the propose project may have on historic resources that are listed for eligible for listing in the National Register of Historic Places – the Board of Supervisors requested the County Attorney draft a letter to Dynamic Environmental Associates, Inc. for Chairman Hymes signature, to verify that the project is in compliance with all local applicable laws and requirements with regard to the proposed structure to include the approval of an erosion and sediment control plan by the local Planning Commission.

ADULT DRUG COURT INITIATIVE – CUMBERLAND MOUNTAIN COMMUNITY SERVICES

Upon motion of Supervisor White, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby adopts and authorizes the execution of an INDEPENDENT CONTRACTOR AGREEMENT between Cumberland Mountain Community Services Board, hereinafter referred to as “CMCSB” and Tazewell County Board of Supervisors, hereafter referred to as “Contractor” for the Southwest VA Adult Drug Court Initiative. A copy of same as hereby approved and executed is on file in the office of the County Administrator, 108 East Main Street, Tazewell, Virginia and incorporated herein by reference thereto.

CLINCH RIVER VALLEY INITIATIVE

The County Administrator reported that the Clinch River Valley Initiative's Steering Committee has recommended that the IDA and the Planning Commission support and adopt a resolution for the Clinch River Valley Initiative (CRVI).

MODIFICATION OF EXISTING ORDINANCE THAT WOULD EXCLUDE OCCUPIED DWELLINGS FROM THE TAZEWELL COUNTY MAINTENANCE CODE

Consideration of modification of existing ordinance that would exclude occupied dwellings from the Tazewell County Maintenance Code (2) exclude infestations from Tazewell County's Maintenance Code; and (3) incorporate the most recent revisions from the Uniform Statewide Building Code into the Tazewell County's Maintenance Code was deferred to the January 8, 2013 meeting. The Board felt more data was needed before acting on the proposed revisions.

COUNTY PROJECTS UPDATE

Fire Services for Witten Valley Community

Fire services for the Witten Valley Community will be addressed during the January 8, 2013 meeting. The County Administrator is working with the Sheriff and 911 Department as well as the County GIS department to modify the fire services maps – with the map to be reviewed by the Board. Supervisor Hymes previously proposed that the Thompson Valley Fire Department be a satellite station for the Witten Valley community. Citizens in the area are paying high insurance premiums due to the lack of a fire station in Witten Valley. The Tazewell County Fire and Rescue Services was previously serving the Witten Valley community, however the TCFR is too far from the community since they moved their station to the Four-Way section of town.

ATV Trail

The State and private land-owners should have land agreements signed by the end of the year for the Pocahontas ATV Trail. The County Administrator said that there is adequate money for the ATV Trail project.

Walking Riding Trail

A ground – breaking ceremony for the Pocahontas Walking Riding Trail is being planned for April 27, 2013.

Annual Legislative Meeting

The Annual Legislative Meeting is scheduled for January 17, 2013 in Richmond.

Emergency/Disaster- Round Table Meeting

Supervisor White suggested that the County organize a round-table meeting with emergency service workers and local county officials to address ways to improve disaster type events. The County Administrator reported that a meeting has been scheduled to address this topic on January 10, 2013.

Photos to be Displayed in Courthouse Hallways

The County Administrator reported local artisans' and Sam Wolford would be displaying photos of county scenes in the hallways of the County Courthouse. Supervisor Hymes said that county citizens have voiced an interest in making the courthouse more people friendly. This project will begin right away. Mr. Wolford had several photos on hand to give the board an idea of what would be displayed there.

County Website/Face Book Page – to be groomed up

Supervisor Stacy suggested that the County spruce up the County's Website and Face Book page to improve PR for the County.

EXECUTIVE/CLOSED SESSION

Upon motion of Supervisor Stacy, seconded by Supervisor Childress and adopted by a vote of 5 to 0, with all members present voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby enters into Executive/Closed Session, pursuant to Virginia Code Session 2.2-3711:

- A-1 Personnel Matter- two (2) involving the County Administrator and the County Attorney's annual performance evaluations.

- A- 1 Personnel Matter – one (1) involving the County Engineering Department

RETURN/CERTIFICATION/REPORT OF ACTION

Upon motion of Supervisor Absher, seconded by Supervisor Childress and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby returns from the Executive/Closed Meeting pursuant and hereby certifies the following resolution read by Supervisor Absher:

CERTIFICATION OF EXECUTIVE/CLOSED MEETING

WHEREAS, the Tazewell County Board of Supervisors has convened an executive/closed meeting on this date pursuant to an affirmative vote and in accordance with The Virginia Freedom of Information Act; and

WHEREAS, 2.2-3712 of the Code of Virginia requires a certification by the Tazewell County Board of Supervisors that such executive/closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED, that the Tazewell County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) that only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive/closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Tazewell County Board of Supervisors. The Chairman called for a roll call vote with the following vote hereby recorded.

Ayes: Supervisor Stacy, Childress, Absher, White and Hymes

Nays: None

Absent: None

Absent during vote: None

**ACTION AS A RESULT OF THE EXECUTIVE/CLOSED MEETING:
ONE-TIME COUNTY EMPLOYEE STIPEND FOR
DECEMBER 15, 2013 PAY-PERIOD APPROVED**

Upon motion of Supervisor White, seconded by Supervisor Childress and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves a one-time only Tazewell County employee stipend with the December 15, 2012 pay-period as follows, in lieu of an annual pay increase:

- \$750.00 for all full time employees prior to July 1, 2012
- \$250.00 for all full-time employees hired on or after July 1, 2012
- \$250.00 for all part-time employees

DSS EMPLOYEE STIPENDS

Further, upon motion of Supervisor White, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby recommends and approves that the Department of Social Services (DSS) dispense the same stipend amounts and method as approved for County employees.

Mr. Kenneth Shaw, VFW representative, requested that he be placed on the January 8, 2013 agenda to give the Board an update on the many programs the VFW provides veterans in the County.

CLAYPOOL HILL WASTE WATER TREATMENT PLANT (CHWWTP)

Upon motion of Supervisor White, seconded by Supervisor Childress and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby requests the Tazewell County Public Service Authority (PSA) to suspend the planning, design and spending of money on the Claypool Hill Waste Water Treatment Plant (CHWWTP) for a period of 30 days or until the Virginia Resources Authority (VRA) approves funding for the interim \$750,000.00 loan.

**\$500.00 FROM NORTHWESTERN DISTRICT FUNDS TO
RICHLANDS CHAMBER FOR LEAD TAZEWELL COUNTY**

Upon motion of Supervisor White, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the amount of \$500.00 from the Northwestern District Fund to the Richlands Chamber of Commerce, 1413 Front Street, Richlands, Virginia 24641 for the new LEAD Tazewell County Program. The County Administrator is hereby authorized and directed to issue said warrant in accordance with this action and which said warrant will be converted to negotiable check by the Treasurer of Tazewell County, Virginia.

**WESTERN DISTRICT FUND –
GREEN ACRE /GRACE STREET – TREE REMOVAL
\$3,800.00 TO C & R TREE CONSTRUCTION**

Upon motion of Supervisor Absher, seconded by Supervisor White and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves a low bid of the amount of \$3,800.00, payable from the Western District Fund, to C & R Tree Construction, Cecil R. Beavers, Jr. PO Box 67, Tazewell, Virginia 24651 for the removal of 12 trees, as well as hauling off & cleaning up for the Grace Street Project, i.e. trees to be removed from the right-of-way. The County Administrator is hereby authorized and directed to issue said warrant in accordance with this action and which said warrant will be converted to negotiable check by the Treasurer of Tazewell County, Virginia.

**CHAMPION STREET - LOW BID TO BE ACCEPTED
FUNDS APPROVED FROM WESTERN DISTRICT
FOR DRAINAGE REPAIRS**

Upon motion of Supervisor Absher, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby authorizes the County Administrator to accept the

lowest responsive bid for drainage repairs to Champion Street – located in the Western District of Tazewell County, Virginia 24651. Bids are due Friday, December 7, 2012. The County Administrator is hereby further hereby authorized, empowered and directed to issue said warrant as may be necessary and appropriate, in accordance with this action and which said warrant will be converted to negotiable check by the Treasurer of Tazewell County, Virginia.

THRU STREET

Supervisor Absher further recommended that the County Attorney obtain easements for repairs to Thru Street, located in the Western District of Tazewell County, Virginia.

LOCAL POST OFFICES – POTENTIAL CLOSURES

LETTER OF OBJECTION TO BE MAILED

Upon motion of Supervisor Childress, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby authorizes and directs the County Attorney to write letters of objections to Congressman Griffith and US Senators, as well as local State representatives, regarding the recent proposed cut-backs in the hours of operation and closures of various post offices in Tazewell County. Supervisor Childress requested that the letter include language seeking possible funding to assist in the operation of postal services in Tazewell County, VA. He said according to the United States Constitution, Congress is supposed to provide citizens with postal services.

RECREATION DEVELOPMENT AUTHORITY (RDA)

Upon motion of Supervisor Childress, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby appoints Ms. Patsy Pauley, PO Box 743, Pocahontas, Virginia 24635 to serve as a member of the Recreation Development Authority (RDA) for a term effective immediately and expiring June 30, 2015. This appointment fills the unexpired term of Ms. Tracie Epperson.

FOUR SEASONS YMCA -

\$1,500.00 EASTERN DISTRICT FUND

Upon motion of Supervisor Stacy, seconded by Supervisor Hymes and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the amount of \$1,500.00 from the Eastern District Fund, payable to the Four Seasons, YMCA 106 Gratton Road, Tazewell, Virginia 24651- contact person: Jim Thompson, as a donation to support the outreach work of the Four Seasons YMCA/ sliding scale fee structure. The County Administrator is hereby authorized and directed to issue said warrant in accordance with this action and which said warrant will be converted to negotiable check by the Treasurer of Tazewell County, Virginia.

GRAHAM INTERMEDIATE SCHOOL – FALL FESTIVAL

\$1,500.00 EASTERN DISTRICT FUND

Upon motion of Supervisor Stacy, seconded by Supervisor Childress and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the amount of \$1,500.00 from the Eastern District Fund, payable to the Graham Intermediate School, 808 Greever Avenue, Bluefield, VA 24605 – Fall Festival activities, attention: Glenna Hawley, PTO-Co Vice President. The County Administrator is hereby authorized and directed to issue said warrant in accordance with this action and which said warrant will be converted to negotiable check by the Treasurer of Tazewell County, Virginia.

APCO – PROPOSED RATE INCREASE

LETTER OF OPPOSITION

Upon motion of Supervisor Hymes, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby authorizes and directs the County Attorney to send a letter of objection to the State Corporation Commission regarding AEP's most recent proposed rate increase.

BURKES GARDEN TOURISM ZONES

PUBLIC HEARING AUTHORIZED

Upon motion of Supervisor Hymes, seconded by Supervisor Stacy and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby authorizes and directs the County Administrator to advertise for a public hearing on January 8, 2013 to hear concerns regarding Tourism Zones in the Burkes Garden area of Tazewell County.

DISTRICT FUNDS APPROVED

Upon motion of Supervisor Hymes, seconded by Supervisor Childress and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the following monies from district funds as set forth below. The County Administrator is hereby authorized, empowered and directed to issue said warrants in accordance with this action and which said warrants will be converted to negotiable checks by the Treasurer of Tazewell County, Virginia:

- \$2,500.00 (\$500 from each district fund) payable to Southwest VA Community College – Festival of the Arts, PO Box SVCC, Richlands, VA 24641-1101, attn: Mary Lawson
 - \$2,000.00 (\$500 Northwestern District Fund & \$1,500 Southern District Funds) payable to the Tazewell County Historical Society, 101 East Main Street, PO Box 916, Tazewell, Virginia 24651 (this action is subject to legal review and approval). If approved, this money will be used to assist the Tazewell County Historical Society with needed repairs.
 - \$1,000.00 (Southern District Fund) payable to North Tazewell Elementary School, 300 Riverside Drive, North Tazewell, VA 24630 attn: Paige McGuire, 3rd Grade Teacher, to assist with bus deposits for the annual field trips.
 - \$1,000.00 (Southern District Recreation Fund) payable to the Tazewell High School Girls Basketball Program, 627 Fincastle Road, Tazewell, VA 24651, attn: Jason Southworth, Coach. This money will be used to assist with the purchase of uniforms, equipment and other program needs.
-

MERCHANTS CAPITAL TAX RATE

Supervisor Hymes suggested the County's budget committee look at the county's Merchants Capital Tax rate in January. He said lowering the rate might be a possible business incentive.

ADJOURN

Now, there being no business to be transacted, and upon motion of Supervisor Stacy, seconded by Supervisor Childress, and adopted by vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby sets the Annual/Organizational meeting for Tuesday, January 8, 2013 at 6:00 p.m.

D. Michael Hymes, Chairman

Adjourn time: 11:55 p.m. By:RG