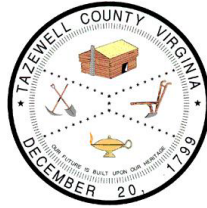


TAZEWELL COUNTY BOARD OF SUPERVISORS REGULAR MEETING



August 6, 2024 – 4:00 P.M. (Tuesday)

**197 MAIN STREET
TAZEWELL, VIRGINIA 24651**

Members of the public also have an option to participate by telephone by calling [\(425\) 436-6388](tel:425-436-6388), and entering "836650" as the access code when prompted.

Time	Subject	Pg
4:00 pm	<ol style="list-style-type: none"> 1. Call to Order 2. Pledge and Invocation 3. Welcome 4. Consideration of approving the agenda format (additions/deletions) 5. Approval of meeting minutes from June 27, 2024 	4
4:10 pm	<p>6. Consent Calendar <i>(All items on the consent calendar are considered to be routine matters. The following items may be enacted by one motion, with the concurrence of the Board of Supervisors, a member may request that an item be removed for further discussion)</i></p> <ol style="list-style-type: none"> A. Approval of Warrants B. County Departments - Transfer the following amounts from the Contingent Expenditures and Grant Account No. 91050-7041 to various department accounts as shown on the attached table. C. Ratify poll to donate \$33,500.00 to Bishop VFD from Fire Apparatus line item for purchase of 2020 F150 brush truck (VIN 1FT EW1E55LFA96210) D. Ratify poll to follow recommendation of National Opioid Litigation counsel regarding joinder of new defendants into the litigation 	17 18
4:15 pm	<p>7. Department Reports</p> <ul style="list-style-type: none"> ▶ Kenneth Dunford – engineering report 	
4:30 pm	<p>8. Executive/Closed Meeting – Pursuant to Virginia Code Section 2.2-3711</p> <ul style="list-style-type: none"> ▶ A(29) Contract negotiations with Pure Salmon regarding water use agreement ▶ A(3) Property acquisition regarding a landfill monitoring well site 	

	<ul style="list-style-type: none"> ▶ A(29) Contract negotiations with Republic regarding landfill construction ▶ A(29) Contract negotiations with Merchant McIntrye regarding legal representation for grant applications ▶ A(7) Discussion regarding potential national insulin litigation ▶ A(7) Property acquisition regarding easements for ATV trails near Boissevain 	
6:00 pm	9. Return/Certification/Return of Action	
6:05 pm	10. Special Presentations <ul style="list-style-type: none"> ▶ Recognition of Josh Salyers ▶ Resolution for Tazewell Little League Jr. Softball ▶ Resolution for Regina Roberts 	19 20
6:30 pm	12. Citizen Comments – Scheduled This portion of the agenda is set aside for citizens wishing to comment on County issues who have previously requested to speak at the meeting pursuant to the three (3) minute limit to communications. ▶ Laura Mollo	
6:40 pm	13. Citizen Comments – Unscheduled (Two (2) minutes per speaker)	
6:45 pm	14. Administrative/Financial/County Projects Update <ol style="list-style-type: none"> 1. Thompson Foundation Hiking Trail Grant 2. Consider surplus of retired Deputy Nelson Blankenship’s service weapon (Glock 9mm #CBKA887) and allow him to purchase for \$1.00 pursuant to Sec.59-148.3 of the Code of Virginia 3. Consider surplus of retired Deputy Kevin Murray’s service weapon (Glock 9mm #CBKA867) and allow him to purchase for \$1.00 pursuant to Sec.59-148.3 of the Code of Virginia 4. PRTA payment approval 5. Sequestered school funds update 6. Fair Association check 7. Revised Animal Shelter Board bylaws 8. Consider approving DCR grant agreements for Flood Study grants 9. Consider ratifying poll to transfer \$11,000.00 from contingency to Tazewell County Public Library for cleaning/painting/ceiling tile replacement and book shelf repair now and authorizing an additional \$5,000.00 match for furniture, contingent upon the Friends of the Library matching with \$5,000.00 of donations 10. Consider holding a public hearing to grant tax exempt status to new medical facility 11. Consider approving CMCS Performance Contract 12. Consider approving donation of \$25,000.00 from fire department budget line item 32010-8105 to BGVFD for purchase of 2020 F250 SD (VIN 1FT7W2B67LED95439) 13. Consider ratifying poll to transfer \$7,680.00 from contingency to Landfill Budget for VDoT Litter Control Grant Match 14. Other 15. Appointments: 	21 27 60

	<ul style="list-style-type: none"> a. Fire/Rescue Board b. River Roundtable c. SRRA d. SWCC College Board e. Tourism f. WSA g. VCEDA 	<p>61</p> <p>62</p> <p>63</p> <p>64</p> <p>65</p> <p>67</p> <p>68</p>
7:30 pm	<p>15. <u>Board Concerns</u></p> <p>Supervisor Presley:</p> <ul style="list-style-type: none"> ▶ Sanders House request ▶ Discussion regarding levy ▶ Discussion regarding brush/tree cutting on roads for visibility <p>Supervisor Plaster:</p> <ul style="list-style-type: none"> ▶ <p>Supervisor Cruely:</p> <ul style="list-style-type: none"> ▶ Speed reduction ordinance update <p>Supervisor Gillespie:</p> <ul style="list-style-type: none"> ▶ <p>Supervisor Hrovatic:</p> <ul style="list-style-type: none"> ▶ 	<p>69</p>
7:45 pm	<p>16. Second Executive/Closed Meeting – Pursuant to Virginia Code Section 2.2-3711 (if necessary)</p> <ul style="list-style-type: none"> ▶ A(1) Personnel in Administration – County Attorney evaluation 	
8:45 pm	<p>17. Return/Certification/Report of Action (if necessary)</p>	
8:50 pm	<p>18. Other business as may properly come before the Board</p> <ul style="list-style-type: none"> ▶ 	
9:00 pm	<p>19. Adjourn</p> <p>The meeting is adjourned until Tuesday, September 10, 2024 at 4:00 p.m.</p>	

VIRGINIA: AT THE REGULAR MEETING OF THE TAZEWELL COUNTY BOARD OF SUPERVISORS HELD JUNE 27, 2024 AT FOUR O'CLOCK P.M. IN THE TAZEWELL COUNTY ADMINISTRATION BUILDING, 197 MAIN STREET, TAZEWELL, VIRGINIA 24651

PRESENT: ANDY HROVATIC, CHAIRMAN
AARON GILLESPIE, VICE-CHAIRPERSON
KYLE CRUEY, MEMBER
CHUCK PRESLEY, MEMBER
SHANNA PLASTER, MEMBER (arrived at 4:10pm)
C. ERIC YOUNG, COUNTY ADMINISTRATOR
CHASE D. COLLINS, COUNTY ATTORNEY
SUSAN JEWELL, EXECUTIVE ASSISTANT
MEMBERS OF THE PRESS: JIM TALBERT, RICHLANDS NEWS & PRESS

ABSENT:

MINUTES

Chairman, Andy Hrovatic called the regular meeting to order and presided with all other members present, with the exception of Supervisor Plaster.

Supervisor Presley led The Pledge of Allegiance to the United States flag followed by the invocation given by Supervisor Gillespie.

Chairman Hrovatic welcomed those in attendance and citizens who were participating by conference call. Citizens were able to call in and participate in the meeting by calling (425) 436-6388 and entering the access code 836650.

AGENDA APPROVED AS AMENDED

The Chairperson called for any additions to the agenda.

Upon motion of Supervisor Gillespie, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with Supervisor Plaster absent and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors approved the June 27, 2024 amended agenda with additions/deletions, a copy of which is available at the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

MINUTES APPROVED AS WRITTEN

Upon motion of Supervisor Presley, seconded by Supervisor Cruey and adopted by a vote of 4 to 0, with Supervisor Plaster absent and all other voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the minutes from the June 4, 2024 meeting. A copy is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

CONSENT CALENDAR

Upon motion of Supervisor Presley seconded by Supervisor Crucey and adopted by a vote of 4 to 0 with Supervisor Plaster absent for the vote, the Tazewell County Board of Supervisors hereby approves the items listed in the table and the Warrants as presented in the "Consent Calendar", which is attached to the agenda. The County Administrator is authorized to issue warrants in accordance with this action and said warrants shall be converted to negotiable checks by the Treasurer of Tazewell County, Virginia.

- 1. Consent Calendar**
- (All items on the consent calendar are considered to be routine matters. The following items may be enacted by one motion, with the concurrence of the Board of Supervisors, a member may request that an item be removed for further discussion)*
- A. Warrants
 - B. County Departments - Transfer the following amounts from the Contingent Expenditures and Grant Account No. 91050-7041 to various department accounts as shown on the attached table.
 - C. Consider ratifying poll to increase Cavitts Creek cabins rentals (\$100 Fri/Sat w/ no minimum stay) and \$75 (Sun-Thurs)
 - D. Consider ratifying poll to transfer \$38,538.00 from Utilities line item to Buildings/Grounds to purchase mower for Cavitts Creek Park
 - E. Consider ratifying poll to apply unused ARPA funds of \$30,000.00 to match flood study grant for stream obstruction assessment
 - F. Consider ratifying poll to donate \$3000.00 from Northwestern District fund to Town of Richlands for Freedom Festival fireworks
 - G. Consider ratifying poll to donate \$2500.00 from Eastern District funds for ROW brush removal on Fincastle Farms Road

**Consent Calendar Items
June 27, 2024 Meeting
REVISED**

Source	Dept	Check #	To Acct	Amt	Description
Contingent Grant Acct			013010-1111 13010-5420 13010-6001	\$31,701.00	Reimbursement for primary
VDEM			035600-1130 (Compensation) 035600-2100 (FICA)	\$58,750.00	Staff Recognition Grant

County Administrator, Eric Young, asked that the VDEM matter on the Consent Calendar be held out pending further details of the Staff Recognition Grant. He asked for time to look into it further.

Upon motion of Supervisor Crucey, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with Supervisor Plaster absent and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby removes from the calendar the “Staff Recognition Grant” until further details are provided later in this meeting.

Upon motion of Supervisor Presley, seconded by Supervisor Gilespe and adopted by a vote of 4 to 0, with Supervisor Plaster absent and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the remainder of the Consent Calendar.

DEPARTMENT REPORTS

Engineering – Kenneth Dunford

Library

Mr. Dunford announced that work on the library wall has begun.

Maintenance at Landfill

Mr. Dunford announced that two monitoring wells are required at the landfill to check the groundwater and Bedford Drilling was the low bidder for that job at \$114,140.00.

Upon motion of Supervisor Crucey, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with Supervisor Plaster absent and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby declares Bedford Drilling the low bidder for the purpose of drilling monitoring wells at the landfill.

(Supervisor Plaster arrived at the meeting at 4:10pm)

Smart Scale Resolution

The Chair directed that this matter be brought up later in this meeting.

Road paving

Supervisor Hrovatic inquired as to the status of road paving. Mr. Dunford advised the contracts have been awarded but isn't aware if paving has begun.

New cell construction

Supervisor Hrovatic asked if the new cell construction is on target. Mr. Dunford advised construction is going smoothly, thanks to recent good weather.

SPECIAL PRESENTATION

Upon motion of Supervisor Presley, seconded by Supervisor Crucey 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 passes a resolution for Greg DeGray regarding his service on the Tazewell County PSA. A copy of the resolution is available at the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Upon motion of Supervisor Gillespie, seconded by Supervisor Cruvey 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 presents a resolution to Kevin Murray and Nelson Blankenship and authorizes Supervisor Gillespie to present the resolutions to each of them at a later date and time. A copy of each resolution is available at the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

EXECUTIVE/CLOSED MEETING – 4:15 pm

Upon motion of Supervisor Cruvey, seconded by Supervisor Presley and adopted by a vote of 5 to 0, with all members present and voting in favor thereof, the Board enters into an Executive/Closed meeting, pursuant to Virginia Code Section 2.2-3711.

The Chair asked, before entering executive session if the Board intended to invite persons into executive session.

Upon amended motion of Supervisor Cruvey, seconded by Supervisor Presley and adopted by a vote of 5 to 0, with all members present and voting in favor thereof, the Board invites all persons necessary to conduct business in this session and enters into an Executive/Closed meeting, pursuant to Virginia Code Section 2.2-3711.

Executive/Closed Meeting – Pursuant to Virginia Code Section 2.2-3711

- ▶ A(29) Contract negotiations regarding Rt. 16 billboards
- ▶ A(29) Contact Negotiations with Republic regarding change order request number three for landfill construction.
- ▶ A(29) Contract negotiations with Capital Waste Services regarding landfill management agreement
- ▶ A(5) Discussion regarding Project CSI II incentives
- ▶ A(29) Contract negotiations regarding Springville Fire Station design
- ▶ A(29) Contract negotiations with Pocahontas Land Company regarding ATV trail easements

RETURN/CERTIFICATION/REPORT OF ACTION – 5:50 pm

The Board of Supervisors returned to public session and Chairman Hrovatic read the following certification:

**CERTIFICATION OF
EXECUTIVE/CLOSED MEETING
TAZEWELL COUNTY BOARD OF SUPERVISORS**

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, 2.2-3711 of the Code of Virginia requires a certification by the 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.

The Chair called for a roll call vote on the Certification:

Ayes: Five (5)

Nays: None (0)

Absent: None (0)

Absent during vote: None (0)

Report of Action: Four (4)

ACTION FOLLOWING EXECUTIVE SESSION

Billboard

Upon motion of Supervisor Gillespie, seconded by Supervisor Plaster and adopted by a vote of 4 to 0, with all members present and voting in favor thereof and Supervisor Cruey abstaining, the Tazewell County Board of Supervisors hereby authorizes an application to the Tobacco Region Revitalization Commission in the amount of \$65,709.00 for the purpose of erecting a billboard on Virginia State Route 16.

Negotiations with Republic regarding Change Order #3

Upon motion of Supervisor Cruey, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with all members present and voting in favor thereof except Supervisor Cruey abstaining from the vote, the Tazewell County Board of Supervisors hereby authorizes the County Administrator to authorize the diversion of solid waste from the Wythe/Bland Joint Public Service Authority to the Pulaski County landfill, if necessary, from today's date until August 6, 2024.

Mr. Young explained to the public that the cell construction at the landfill has been met with several delays and this is in place as a backup plan.

Negotiations with Republic regarding Change Order #3 A(29)

Upon motion of Supervisor Presley, seconded by Supervisor Cruey and adopted by a vote of 5 to 0, with all members present and voting in favor thereof except no one against the same, the Tazewell County Board of Supervisors hereby approves Change Order #3 of the landfill construction project in the amount of \$81,450.27.

Project CSI II A(5)

Upon motion of Supervisor Hrovatic, seconded by Supervisor Plaster 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 an amendment to the term of the Board of Supervisors' offer to Consolidated Steel of five (5) years of real and personal property tax rebate on the increased assessed value to the County, as compared to Consolidated Steel's 2023 assessment, from five (5) years (100% rebate in Year 1, 80% rebate in Year 2, 60% rebate in Year 3, 40% rebate in Year 4 and 20% rebate in Year 5 respectively); to ten years of real and personal property tax rebate on the increased investment value at 100% rebate in Year 1, 90% rebate in Year 2 and decreasing by 10% each subsequent year until a 10% rebate in Year 10. This incentive is contingent upon timely filed property tax returns by Consolidated Steel with the Tazewell County Commissioner of the Revenue, including its 2023 property tax return.

Upon motion of Supervisor Gillespie, seconded by Supervisor Presley 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 Roberts Rules of Order so that they might move about the agenda.

DEPARTMENT REPORTS

Engineering – Kenneth Dunford

Smart Scale resolution

Mr. Dunford explained that this is a VDOT project for road shoulder improvement using VDOT funds rather than County funds.

Upon motion of Supervisor Hrovatic, seconded by Supervisor Plaster 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 an application for the Smart Scale project road shoulder improvement in the Pounding Mill area.

ADMINISTRATIVE/FINANCIAL/COUNTY PROJECTS UPDATE

Fair Association donation of \$2,500.00

Upon motion of Supervisor Presley, seconded by Supervisor Plaster and adopted by a vote of 4 to 0, with all members present and Supervisor Cruey abstaining from the vote, the Tazewell County Board of Supervisors hereby ratifies an earlier poll to donate \$2,500.00 to the Fair Association for the OTR derby.

Tazewell County Fair funding

The County Administrator asked that this matter be addressed later in this meeting. In the event anyone on behalf of the Fair Association arrived.

Flood Study Grants

Mr. Young announced that some remaining emergency management funds will be used to pay for the debris removal study for streams and reminded everyone that Supervisor Plaster covered the Bottom Road study from her district funds at the earlier June 2024 meeting. He also shared that the Town of Bluefield has agreed to pay one-half of the cost of that flood study, leaving \$12,912.00 yet to be covered for the Town of Bluefield study.

Upon motion of Supervisor Presley, seconded by Supervisor Plaster 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 donation in the amount of \$12,912.00 from Eastern district funds to cover the remainder of the Town of Bluefield flood study.

Mr. Young stated that funding for the Richlands Elementary School flood remediation study will be addressed later in the meeting.

Opioid Committee update

Mr. Young announced that the Opioid Committee postponed their June meeting and will be back on schedule with the July meeting.

Consider approving AEP agreement for Cavitts Creek bath house

Mr. Young explained that, after having spoken to several AEP representatives, he was informed that the sum of \$10,792.09 is required before AEP will set the necessary poles at the Cavitts Creek bath house.

Upon motion of Supervisor Gillespie, seconded by Supervisor Presley 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 \$10,792.09 Building/Grounds account to pay the AEP agreement for the Cavitts Creek bath house completion.

Consider imposing burn ban

Following discussion with Barry Brooks, Fire/EMS director, the County Administrator announced that no burn ban will be recommended at this time. Mr. Young also stated that water levels are extremely low and relayed that the PSA asks that everyone be conservative in their water usage.

Other

Mr. Young addressed the VDEM Staff Recognition Grant and explained that this was a state grant that paid bonuses to both full time and part time 911 employees.

Upon motion of Supervisor Presley, seconded by Supervisor Plaster and adopted by a vote of 4 to 0, with all members present and Supervisor Cruely abstaining from the vote, the Tazewell County Board of Supervisors hereby accepts the VDEM grant in the amount of \$58,750.00 for the purpose of staff recognition.

The County Administrator gave an update on the DSS HVAC repair, stating that two units are now back online and Trane continues to work on the issues as new units arrive.

According to Mr. Young, the Richlands Little League has agreed to mow the Raven Elementary property in exchange for being permitted to use the ball field, saving the County approximately \$6,000.00 on the FY25 mowing contract.

Upon motion of Supervisor Plaster, seconded by Supervisor Presley 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 allowing the Richlands Little League to use the field at the old Raven Elementary School in exchange for mowing the property.

Upon motion of Supervisor Plaster, seconded by Supervisor Presley 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 donation in the amount of \$500.00 from the Buildings/Grounds budget to the Richlands Little League for the purchase of a portable restroom to be used at the old Raven Elementary School ball field.

Mr. Young approached the Board regarding closing County offices on July 5, 2024 in observance of the Independence Day holiday.

Upon motion of Supervisor Cruely, seconded by Supervisor Presley 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 that County office be closed on July 5, 2024 in observance of Independence Day.

Appointments

Fire/Rescue Board

The Chairman directed that this matter be deferred to the August 6, 2024 meeting.

New River Highlands RC&D Council

The Chairman directed that this matter be deferred until the August 6, 2024 meeting.

Upper Tennessee River Roundtable

The Chairman directed that this matter be deferred until the August 6, 2024 meeting.

RDA

Upon motion of Supervisor Presley, seconded by Supervisor Plaster 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 BJ (Billie) Roberts to serve on the RDA.

Upon motion of Supervisor Gillespie, seconded by Supervisor Cruey 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 Daniel Ingram to serve on the RDA.

Tazewell Community Health Systems Advisory Board

Upon motion of Supervisor Cruey, seconded by Supervisor Plaster 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 Aaron Gillespie to serve on the Tazewell Community Health Systems Advisory Board.

Tourism

The Chairman directed that this matter be deferred to the August 6, 2024 meeting.

Bristol District Regional Transportation Improvement Commission

Upon motion of Supervisor Gillespie, seconded by Supervisor Plaster 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 Eric Young to serve on the Bristol District Regional Transportation Improvement Commission.

BOARD CONCERNS

Supervisor Gillespie

None

Supervisor Plaster

None

Supervisor Cruey

Supervisor Cruey asked the County Attorney for an update on the speed reduction ordinance, which would lower speeds on roads with a 25mph to 15mph. Mr. Collins advised he has not been able to make contact with the VDOT representative. Mr. Collins asked each supervisor to supply a list of suggested roads in their respective district.

The County Administrator recommended a public hearing be held on the matter.

Supervisor Presley

Supervisor Presley asked to defer the Sanders House request until the August 6, 2024 meeting.

Supervisor Presley suggested having trees/brush cut each season as needed in areas that present a visual problem for roads. Mr. Young recommended a budget per district for road repair. Mr. Presley asked that Mr. Young make a more specific proposal at the August meeting.

Supervisor Hrovatic

None

BUDGET PRESENTATION

Mr. Young began his presentation by thanking Ms. Matney and Ms. Mullins for their tenacity in working on the budget numbers. A copy is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Mr. Young explained that the budget advertised in May 2024 morphs as the year progresses and changes are necessary based upon natural occurrences such as payroll fluctuations and paying bills. He demonstrated these changes in the visual aids he used in his presentation. A copy is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651. Those recommendations were listed in the presentation.

In his presentation, Mr. Young advised the Board that the County finished FY24 with roughly \$6.9m. He reminded them that the advertised budget assumed the number would be \$4m and that part of the difference was the school board returning \$1.7m; thus, the Board needed to amend the budget to allocated an additional \$2.9m. He revisited how staff and the Budget Committee recommended allocating the additional funds.

The Chairman noted the time and returned to the agenda order for Scheduled Citizen Comments

CITIZENS COMMENTS – SCHEDULED

Paul Smith, Woodall Street, Tazewell, Virginia spoke regarding damage to Woodall Street which was done during the installation of water lines by PSA and asked the Board for assistance in repairing the street. Supervisor Gillespie and Mr. Young advised they will speak with the director of the PSA and try to reach a resolution for the residents of Woodall Street near Tazewell.

Dale Keen, Woodall Street, Tazewell, Virginia spoke about the condition of the pavement on Woodall Street and also inquired about internet services. Supervisor Gillespie offered to get updated information from Cumberland Plateau and contact Mr. Keen.

Phillip Robinson, Woodall Street, Tazewell, Virginia chose not to speak

Ginger Cates, Pocahontas, Virginia spoke on behalf of Historic Pocahontas, Inc. regarding the Board declining to fund HPI, Inc. in the upcoming budget year.

7:25 pm - Recess

Upon motion of Supervisor Gillespie, seconded by Supervisor Presley 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 agrees to pause the meeting for a brief recess.

7:35 pm - Return

UNSCHEDULED CITIZEN COMMENTS

Robert Carlson, North Tazewell, Virginia, spoke regarding solar panels in Tazewell County.

James Wade, Wardell, Virginia, spoke regarding the amount of Virginia Lottery money received by TCPS in 2023 and shared his thoughts about the financial situation with TCPS.

BUDGET COMMITTEE UPDATE AND STAFF RECOMMENDATIONS

Budget Presentation – Eric Young (continued)

County Administrator, Eric Young spoke regarding the TCPS carryover money, explaining that TCPS presents their budget request to the County each year. An audit performed in late 2023 and presented in April 2024 revealed that TCPS had failed to disclose \$5.3m that was due to them in 2021, 2022 and 2023, but collected in September 2023. At the auditor’s urging, TCPS has since reported all such monies in their budget request and presented a revised budget request, which now estimates that TCPS will close their fiscal year with approximately \$9m more than they first disclosed. TCPS submitted a list of projects they are contractually committed to engage in as well as a “wish-list” of projects they are not yet contractually committed to.

Mr. Young recommended that all TCPS unencumbered projects with a price tag of \$200,000.00 or more (\$5.491m total) be taken from TCPS budget to give them a buffer for encumbered projects that come in over budget. He said the money would be sequestered in a “school facilities fund” under the Board of Supervisors control and once those projects are under bid, TCPS can request the money from that fund. He also recommended that TCPS be required to demonstrate the outcome of completed projects.

Mr. Young also suggested that \$300,000.00 earmarked in the TCPS budget request for an engineering study for a new school be sequestered and another \$50,000.00 to use as the match the Richlands Elementary School flood mitigation grant project, bringing the total sequestered to \$5.841m to be removed from TCPS capital improvement category in the TCPS budget.

TAZEWELL COUNTY BUDGET FY24-25

Budget Committee Update

The Committee thanked staff for their efforts in putting together the budget.

Consideration of ordinance reducing personal property assessment ratio

Mr. Young advised that because the budget included \$1m in tax relief through the PPTRA fund, the ratio cut was not necessary. No action was taken.

Presentation of staff proposed changes to the advertised budget

Mr. Young asked that the Board remove \$5,841,000.00 from the TCPS Budget Capital Improvement category and transfer that amount to a “school facilities fund” under the control of the Board of Supervisors.

Supervisor Cruey requested to use \$1m of those funds in contingency for law enforcement, fire and EMS. Supervisor Gillespie stated that the funds must be used by TCPS for the purposes that were advertised and represented to the BOS. The County Attorney advised that any motion made to segregate the funds to benefit TCSO be made by someone other than Supervisor Cruey. No such motion was made.

James Wade asked what will happen to the “school facilities fund” money if TCPS fails to use it. Mr. Young advised it would roll back into the County budget at the end of FY25.

Upon motion of Supervisor Hrovatic, seconded by Supervisor Presley 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 an amendment to the proposed county budget to sequester \$5.841m from the TCPS Capital Improvement category and transfer that amount to a “school facilities fund” under the control of the Board of Supervisors.

Consideration of approving staff recommended amendments to the FY24-25 proposed budget

Upon motion of Supervisor Presley, seconded by Supervisor Cruey 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 staff recommended amendments to the FY24-25 advertised budget. A copy is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Board requested changes to proposed FY2025 budget

There were none.

Consideration of approving tax levies for calendar year 2024

Upon motion of Supervisor Presley, seconded by Supervisor Gillespie 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 tax levies for the calendar year 2024.

Consideration of adopting an “Ordinance approving the FY24-25 Budget Ordinance, adopting local tax levies, and budget for the County of Tazewell, Virginia for fiscal year beginning July 1, 2024 and ending June 30, 2025, to be effective on July 1, 2024 at 12:01 a.m. as hereby amended.”

Upon motion of Supervisor Plaster, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with all members present and Supervisor Cruey voting against the same, the Tazewell County Board of Supervisors hereby adopts an ordinance approving the FY24-25 Budget Ordinance, as amended, adopting local tax levies, and budget for the County of Tazewell, Virginia for fiscal year beginning July 1, 2024 and ending June 30, 2025, to be effective on July 1, 2024 at 12:01 a.m.

Consideration of approving an annual appropriation for the operation of all General County Agency budgets, for fiscal year beginning July 1, 2024 and ending June 30, 2025 at 12:01 a.m.

Upon motion of Supervisor Plaster, seconded by Supervisor Presley 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 an annual appropriation for the operation of all General County Agency budgets, for fiscal year 2025 beginning July 1, 2024 and ending June 30, 2025 at 12:01 a.m.

Consideration of approving budget transfers/appropriations as may be necessary from surplus accounts, etc. to close all such accounts for the fiscal year, FY24-25

Upon motion of Supervisor Plaster, seconded by Supervisor Presley 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 budget transfers/appropriations as may be necessary from surplus accounts, etc. to close all such accounts for the fiscal year, FY24-25.

Consideration of approving categorical funding for Tazewell County School Budget FY24-25

Upon motion of Supervisor Gillespie, seconded by Supervisor Cruvey 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 categorical funding for Tazewell County School Budget FY24-25, as advertised with the exception of \$5.841m to be removed from the TCPS Capital Improvements category and placed in the School Facilities Fund as previously amended.

Administrative/Financial/County Projects Update

Tazewell County Fair funding

No action was taken.

EXECUTIVE/CLOSED MEETING – 8:30 pm

Upon motion of Supervisor Cruvey, seconded by Supervisor Presley and adopted by a vote of 5 to 0, with all members present and voting in favor thereof, the Board invites all persons necessary to conduct business in this session and enters into an Executive/Closed meeting, pursuant to Virginia Code Section 2.2-3711:

Second Executive/Closed Meeting – Pursuant to Virginia Code Section 2.2-3711 (if necessary)

- ▶ A(1) Personnel – County Administrator annual evaluation
- ▶ A(1) Personnel – County Attorney annual evaluation
- ▶ A(1) Personnel in Finance Department
- ▶ A(1) Personnel in Operations

RETURN/CERTIFICATION/REPORT OF ACTION – 10:00 pm

The Board of Supervisors returned to public session and Chairman Hrovatic read the following certification:

**CERTIFICATION OF
EXECUTIVE/CLOSED MEETING
TAZEWELL COUNTY BOARD OF SUPERVISORS**

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, 2.2-3711 of the Code of Virginia requires a certification by the 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.

The Chair called for a roll call vote on the Certification:

Ayes: Five (5)
Nays: None (0)
Absent: None (0)
Absent during vote: None (0)
Report of Action: Three (3)

ACTION FOLLOWING EXECUTIVE SESSION

Upon motion of Supervisor Cruey, seconded by Supervisor Gillespie and adopted by a vote of 5 to 0, with all members and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves a salary increase of five percent (5%) for the County Administrator.

Upon motion of Supervisor Plaster, seconded by Supervisor Gillespie and adopted by a vote of 5 to 0, with all members and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves a salary increase of ten percent (10%) for the Tazewell County Director of Finance.

Upon motion of Supervisor Plaster, seconded by Supervisor Gillespie and adopted by a vote of 5 to 0, with all members and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves a salary increase of five percent (5%) for the Tazewell County Director of Operations.

OTHER BUSINESS

None.

ADJOURN

Upon motion of Supervisor Plaster, seconded by Supervisor Gillespie 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 adjourns until Tuesday, August 6, 2024 at 4:00 pm.

a copy teste:

Andy Hrovatic, Chairman

WARRANTS

July 2024

Payroll

Ordered that ADP direct deposits & warrants totaling \$ 333,610.78 from the General, covering net payroll, for the various County agencies, for the period ending June 30, 2024, be approved.

Ordered that ADP direct deposit & warrants \$ 351,111.18 from the General Fund, covering net payroll, for the various County agencies, for the period ending July 15, 2024 be approved.

Accounts Payable/Payroll Deductions

Ordered that Warrant Nos 504523 through 504647 and electronic transfers (ACH) totaling \$ 651,445.74 from the General, landfill Enterprise, Capital Outlay, Law Library, and CARES funds covering operating expenses for the various County agencies issued June 25, 2024 be approved.

Ordered that Warrant Nos 504648 through 504656 and electronic transfers (ACH) totaling \$ 658,581.41 from the General, covering payroll deductions for the various County agencies for the period ending June 30, 2024 be approved.

Ordered that Warrant Nos. 504767 through 504871, and electronic transfers (ACH) totaling \$ 1,800,613.14 from the General, Landfill Enterprise, Capital Outlay, Law Library, and CARES funds covering operating expenses for the various County agencies issued July 10, 2024 be approved.

Ordered that Warrant Nos. 504872 through 504879 and electronic transfers (ACH) totaling \$ 183,068.37 from the General, covering payroll deductions for the various County agencies for the period July 15 2024, be approved.

Handwritten

No Hand check written in June 2024

07/22/2024 tga

**Consent Calendar Items
August 6, 2024 Meeting**

Source	Dept	Check #	To Acct	Amt	Description
Kegley Law Firm		5955	03660-6001	\$57.40	FOIA services
VaCorp		605183	31020-6009	\$2125.27	2020 Explorer VIN 2651
VaCorp		607338	31020-6009	\$799.15	2021 Ford Interceptor repair
Shea Cook, PC		10587	31020-6001	\$37.10	FOIA response
C of VA		25398994	31020-5510	\$124.75	Training reimbursement
Bedford County		82227	31020-5510	\$711.72	Training reimbursement
CMCS		244038	31020-1150	\$1965.40	CITAC overtime
CMCS		24364	31020-1150	\$1596.91	CITAC overtime
MM&Assoc		11018	31020-6010	\$3000.00	Donation
Cynthia Tomblinson		357456	035600-8109-16	\$84.00	Peer Support Team fundraiser
Town of Pocahontas		3520	91050-7041	\$15,000.00	Fire Premium Funds

VIRGINIA: AT AN REGULAR MEETING OF THE BOARD OF SUPERVISORS OF TAZEWELL COUNTY, VIRGINIA HELD AT THE COUNTY ADMINISTRATION BUILDING, LOCATED AT 197 MAIN STREET, IN THE TOWN OF TAZEWELL, VIRGINIA, ON THE 6TH DAY OF AUGUST, 2024, THE FOLLOWING RESOLUTION WAS ADOPTED, UPON A MOTION AND SECOND:

Resolution No.: 24-015

Date: August 6, 2024

**RESOLUTION HONORING THE TAZEWELL, VIRGINIA LITTLE LEAGUE
2024 JUNIOR LEAGUE SOFTBALL TEAM**

WHEREAS, on June 26, 2024, for the second (2nd) consecutive year, the Tazewell, Virginia Little League 2024 Junior League Softball Team earned the Virginia Little League District 11 Championship by defeating Clinch River Little League by scores of 16-0 and 16-0 in consecutive games;

WHEREAS, on July 9, 2024 in Portsmouth, Virginia, the team earned the Virginia Little League State Championship with consecutive wins over the best teams in the state;

WHEREAS, representing the Commonwealth of Virginia, the team placed third (3rd) in the Little League Southeast Region by virtue of their stellar performances against the nation’s elite; and

WHEREAS, the Tazewell County Board of Supervisors desires to recognize the efforts of the players and coaches and express its gratitude for representing Tazewell County, Virginia and the Commonwealth of Virginia so capably;

NOW THEREFORE, upon Motion of Mr. Aaron Gillespie, the Tazewell County Board of Supervisors does hereby issue this **RESOLUTION** in support of the accomplishments and accolades of the Tazewell, Virginia Little League 2024 Junior League Softball Team, and wishes to commemorate the accomplishments of their players and coaches, to-wit: Isabella Kiser, Brooke Jordan, Kaitlyn Puckett, Ellie Wall, Abigail Houchins, Warner Pyott, Sophie Campbell, Sofie VanDyke, Lizzie Watson, Kyleigh Miller, Josie McGraw, Aaelyn Snapp, Haylee Ball, Roger VanDyke, Sage Lambert and Carl Wall;

It is so **RESOLVED** this 6th day of August, 2024.

ATTEST:

K. Andy Hrovatic
Chairman – Board of Supervisors

C. Eric Young
Tazewell County Administrator

RECORDED VOTE:

MEMBERS PRESENT: _____
MEMBERS ABSENT: _____
AYES: _____
NAYS: _____
ABSTENTIONS: _____

**A RESOLUTION COMMENDING
REGINA ROBERTS**

WHEREAS, Regina Roberts is a life-long resident of Tazewell County, wife of Aaron Roberts, daughter of Judy Fuller and the late John Fuller;

WHEREAS, Regina Roberts was first appointed to the Tazewell County Public Library Board of Trustees in 2018 by then Tazewell County Board of Supervisors member, Senator Travis Hackworth and was reappointed to the position in 2023;

WHEREAS, Regina Roberts currently serves as Chairperson of the Tazewell County Public Library Board of Trustees;

WHEREAS, Regina Roberts also serves on the Tazewell County Public Library Foundation Board of Directors and serves as Chairperson of that Foundation;

WHEREAS, Regina Roberts was awarded the 2024 Trustee Citation from the American Library Association at their annual conference in San Diego on June 28, 2024, awarded to only one library trustee each year, an award established in 1941 to recognize public library trustees for distinguished service to library development and honor the best contributions and efforts of the estimated 60,000 American citizens who serve on library boards.

WHEREAS, under the leadership of Regina Roberts, the Trustee and Foundation boards have raised over \$600,000.00 to renovate the Richlands Branch of TCPL, which included installation of an elevator to provide easier accessibility to the entire library; brought the former Emma Yates Memorial Library up to standards and officially opened the Pocahontas Branch of TCPL; offered new services and materials to a rural part of our community, including internet access; and established a trust with the Foundation to provide for the library's future development.

WHEREAS, the County of Tazewell wishes to recognize Regina Roberts for her hard work and dedication to our community;

NOW THEREFORE BE IT RESOLVED that the Tazewell County Board of Supervisors hereby commends her distinguished accomplishments and service.

Presented this the 6th day of August 2024.

Aaron Gillespie, Vice Chair
Shanna Plaster, Member
Chuck Presley, Member
Kyle Cruely, Member

Andy Hrovatic, Chairman

C. Eric Young, County Administrator

BYLAWS FOR THE TAZEWELL COUNTY ANIMAL SHELTER (TCAS)

ARTICLE I – NAME/PURPOSE

Section 1: Name: The name of the organization shall be the Tazewell County Animal Shelter (hereafter, “TCAS”)

Section 2: Purposes: The Purposes of TCAS are:

- (a) To ensure that the Shelter maintains compliance with Section 3.2-6546 of the Code of Virginia (1950), as amended, and all administrative laws, policies, and procedures enacted thereunder.
- (b) To review policies, procedures, and data enacted and obtained by TCAS and Tazewell County Administration, and to converse with and educate the public on such topics to further public transparency about TCAS.
- (c) To seek avenues of financial assistance for veterinary and behavioral care to the animals at TCAS when deemed in the best interest of TCAS and its animals;
- (d) To educate and promote the importance of spaying/neutering animals and to provide financial assistance, when possible, to pet owners who are not able to afford this service;
- (e) To assist with development and implementation of outreach and marketing activities that promote shelter and foster animals in Tazewell County; and
- (f) To partner and collaborate with other organizations for the betterment of animal welfare.

TCAS will endeavor to maximize its efforts to benefit rescued animals, including spaying and neutering, veterinary care, foster care expenses, and behavioral therapy expenses. Fundraising to support our purpose will be achieved through solicitation and acceptance of contributions from individuals, groups, businesses and other methods or events as the Board of Directors (hereafter, “Board”) of the TCAS desire to utilize.

ARTICLE II – MEMBERSHIP

Section 1: General Membership: TCAS will have general membership, vested in its Board of Directors (hereafter, “the Board”).

ARTICLE III – POWERS

Section 1: Direction of Powers: The general powers of TCAS will be exercised, its property controlled, and its business and affairs conducted by Tazewell County Administration or other personnel as designated by the Tazewell County Administrator. The Board is vested with the powers to (a) review policies, procedures, and data enacted and obtained by TCAS; (b) effect the purposes described in Article I, Section 2; and (c) make recommendations to the Tazewell County Board of Supervisors regarding matters germane to TCPS. The Board may act only by a majority vote of all the directors of the board assembled in the matters declared above.

Section 2: Discrimination: TCAS shall not apply its standards, policies, procedures, or practices inequitably or single out any particular party or protected class for disparate treatment.

Section 3: Lobbying: No substantial part of the activities of TCAS shall be the carrying on of propaganda or otherwise attempting to influence legislation; provided, however, that TCAS may lobby or attempt to influence legislation as it pertains solely to the betterment of animal welfare. Furthermore, TCAS shall not participate in or intervene in (including publishing or distribution of statements) political campaigns on behalf of or in opposition to any candidate for public office.

ARTICLE IV – STRUCTURE OF THE BOARD OF DIRECTORS

Section 1: Board, Role, Size, Compensation: The Board is responsible for advising and reviewing policies, procedures, and data enacted and obtained by TCAS. The Board shall consist of up to no fewer than five (5) and no more than seven (7) members, appointed by the Tazewell County Board of Supervisors. The Board receives no compensation other than reasonable expenses after supplying receipts to the Treasurer within a reasonable time period.

Section 2: Regular Meetings: The board shall meet at least quarterly and as often as monthly in an agreed upon time and place. Regular meetings are open for attendance by any interested member of the public.

Section 3: Notice: Regular board meetings are set annually and may be rescheduled by a quorum of the Board.

Section 4: Special Meetings: Special meetings of the board shall be called upon the request of the President or a quorum of the Board. Notices of special meetings shall be sent out by the Secretary to each Board member at least one (1) week in advance. Attendance at special meetings may be limited to the Board and possibly advisory participants if justified by sensitive or confidential items of discussion. Special meetings

may be held immediately prior to or after regular meetings, but their minutes maintained and released separately.

Section 5: Electronic Mail, Telephone Meetings: Electronic mail shall be considered equivalent to any communication otherwise required to be in writing. Board members shall also be permitted to participate in meetings through telephone communication if such can be arranged so that all Board members can hear all other members.

Section 6: Quorum: A quorum occurs when at least fifty-one percent (51%) of the Board members are physically assembled at the meeting site and must be achieved before business can be transacted or motions made or passed.

Section 7: Action with Meeting: Actions required or permitted to be taken by the Board must be taken at a regular meeting or special meeting, provided a quorum is achieved. A majority vote relative to the total number of board members physically assembled is needed to approve an action.

Section 8: Board Member Terms and Duties: Board members shall serve a term of four (4) years from the date of their election. The initial membership terms will be staggered as follows, with appointments occurring every four (4) years thereafter:

Western District:	July 1, 2021 to June 30, 2025
Eastern District:	July 1, 2022 to June 30, 2026
Southern District:	July 1, 2023 to June 30, 2027
Northwestern District:	July 1, 2023 to June 30, 2027
Northern District:	July 1, 2024 to June 30, 2028

Board members may serve unlimited terms, but must be reappointed and receive a majority vote of the Tazewell County Board of Supervisors to maintain their position. If a Board member leaves before completing his/her term, the newly elected Board member will serve out the remaining portion of the replaced member's term.

Board member duties are as follows:

- (a) Actively participate in at least one (1) committee;
- (b) Attend regular meetings as well as committee and work group meetings;
- (c) Carry out other duties assigned by the Board;
- (d) Help other Board members carry out duties as needed;
- (e) Oversee the work of the Board and help to achieve goals of TCAS; and
- (f) Support the Board's decisions.

Section 9: Officers and Duties: There shall be three (3) Officers consisting of a Chairman, Vice-Chairman, and Secretary. All Officers are elected to a one (1) year term.

Officer duties are as follows:

- (a) The President shall be in charge of all activities and business;
- (b) The Vice-Chairman shall stand in the place of the Chairman when the Chairman is unavailable.
- (c) The Secretary shall be responsible for keeping records of the Board meetings, including overseeing the taking of minutes at all Board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member, and assuring that corporate records are maintained; and

Section 10: Vacancies: When a vacancy of an Officer exists, the Secretary may receive nominations for new members from existing board members one (1) week in advance of a Board meeting. These nominations shall be sent out to Board members with the regular Board meeting announcement, with acceptance to be voted upon at a future meeting.

Section 11: New Board Members: Applications for a Board member position will be accepted by the Tazewell County Board of Supervisors from any interested member of the public.

Section 12: Resignation, Termination, Absences: Resignation from the board must be in writing and received by the Secretary. A Board member shall be terminated for excess absence from the board if he/she has more than two (2) unexcused absences from regular and special Board meetings in a year. A Board member may be removed for other reasons by a fifty-one percent (51%) vote of the remaining board members.

Section 13: Advisory Participants: Advisory participants may be selected by a quorum of the Board based upon their desire to support the work of TCAS and/or the Shelter by providing expertise and professional knowledge. Advisory participants may attend regular and/or special meetings at the invitation of a Board Officer. Advisory participants shall have no duties, voting privileges, or obligations for attendance at regular or special meetings of the Board. Advisory participants shall comply with the confidentiality policy set forth herein.

ARTICLE V – COMMITTEES

Section 1: Committee Formation: The Board may create Committees, including but not limited to those such as Fundraising, Volunteer, and Outreach on an as-needed basis. Each Committee must be chaired by a member of the Board. Board members willing to serve must be approved by a majority vote of the Board.

Section 2: Executive Committee: The three (3) officers serve as the members of the Executive Committee. Except for the power to amend the Articles of Incorporation and Bylaws, the Executive Committee shall have all the powers and authority of the Board in the intervals between meetings of the Board, and is subject to the direction and control of the full Board.

Section 3: Finance Committee: The Finance Committee shall include two (2) Board members. The Finance Committee is responsible for developing and reviewing fiscal procedures, fundraising plans, and the annual budget with staff and other Board members. The financial records of TCAS are public information and shall be made available to Board members and the public.

ARTICLE VI – CONFIDENTIALITY

Section 1: Confidentiality: Board members and advisory participants shall not discuss or disclose information about TCAS or its pending activities to any person or entity unless such information is (a) already a matter of public knowledge subject to the Virginia Freedom of Information Act; (b) the disclosure of such information is in furtherance of TCAS's purposes; or (c) the information can reasonably be expected to benefit TCAS. Board members shall use discretion and good business judgment in discussing the affairs of TCAS with third parties. Without limiting the foregoing, Board members may discuss upcoming fundraisers and the purposes and functions of TCAS with the general public.

ARTICLE VII – INDEMNIFICATION

Section 1: Terms of Indemnification: TCAS may, to the fullest extent now or hereafter permitted by law, indemnify any person made or threatened to be made a party of any action, suit, or proceeding by reason of the fact that he/she (or person of who he/she is the legal or personal representative, heir, or legatee) is or was a Board member of TCAS, or of any other organization served by him/her in any capacity at the request of TCAS, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees.

ARTICLE VIII – DISSOLUTION

Section 1: Dissolution: Upon the dissolution of the Organization, assets shall be distributed to the Tazewell County Board of Supervisors for the public welfare and benefit. Any such assets not so disposed shall be disposed of by the Tazewell County Circuit Court exclusively for the purposes of the public welfare and benefit, or to such charitable or benevolent organizations as the Tazewell County Circuit Court shall determine, which are operated exclusively for such purposes.

ARTICLE IX – AMENDMENTS

Section 1: Amending the Bylaws: The Articles of Incorporation and/or Bylaws of the TCAS may be altered, amended, or repealed and new Articles of Incorporation and/or Bylaws adopted only upon acting by majority vote of the entire Board, except as otherwise provided in the Articles of Incorporation and/or these Bylaws. Proposed amendments must be submitted to the Secretary to be sent out with regular board announcements.

These Bylaws were approved at a meeting of the Tazewell County Board of Supervisors on _____.

These Bylaws were approved at a meeting of the Officers of TCAS on July 25, 2024.

President

Secretary

Treasurer

Board Member

Board Member

Board Member

Board Member

Board Member

GRANT AGREEMENT

Between

**VIRGINIA RESOURCES AUTHORITY,
as Administrator of the
Virginia Community Flood Preparedness Fund**

And

County of Tazewell

Department of Conservation and Recreation

CFPF-24-04-32

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EXHIBITS

- Exhibit A. Grant Authorization
- Exhibit B. Project Description
- Exhibit C. Project Budget
- Exhibit D. Requisition Form
- Exhibit E. Financial Report Reimbursement Form
- Exhibit F. Quarterly Report Form and Instructions
- Exhibit G. Extension Request Form and Instructions

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of **August 2024** between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND**, and the **County of Tazewell**, a **LOCAL GOVERNMENT** (the “Grantee”).

Pursuant to Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Virginia Community Flood Preparedness Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments in Virginia to fund the costs of flood prevention or protection projects and studies all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Certified Floodplain Manager” means a Certified Floodplain Manager according to the Association of State Floodplain Managers (<https://www.floods.org/certification-program-cfm/>) who is in the employ of any county, city, town, municipal corporation, authority, district, commission, or

political subdivision created by the General Assembly or pursuant to the Constitution of Virginia or laws of the Commonwealth of Virginia, or any state or federally recognized Virginia Indian Tribe.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Virginia Community Flood Preparedness Fund.

“Grant Manual” means the Department’s 2023 Grant Manual for the Virginia Community Flood Preparedness Fund.

“Grantee” means the **County of Tazewell, a LOCAL GOVERNMENT.**

“Local Project” means the particular project described in **Exhibit B** to this Agreement, consistent in all respects with the Grant Manual, to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department as set forth herein.

“Project Budget” means the budget for the Local Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.24 of the Act.

“Project Description” means the description of the Local Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

“Resilience Plan” means a locally adopted plan that describes the Grantee’s approach to flooding and meets the following criteria: (i) it is project-based with projects focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomic or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work performed under the “Project” and “Study” categories of the Grant Manual shall be in accordance with sound engineering, construction, and architectural principles, commonly accepted development and safety standards and shall be in compliance with all applicable

regulatory requirements, including the National Flood Insurance Program. Any work performed under the "Project" category of the Grant Manual shall be approved by a Certified Floodplain Manager as evidenced by a Certificate of Approval by Certified Floodplain Manager.

ARTICLE III

TIME OF PERFORMANCE

The Grantee's work on the Local Project shall be completed, and evidence of completion presented to the Department, within thirty-six (36) months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder if Grantee fails to complete the Local Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department. The Grantee shall make a request for reimbursement no later than ninety (90) days following the passage of the Local Project's authorized completion date unless an extension is granted pursuant to Section 4.3 below.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed 95% of the demonstrated total cost of the Local Project or \$946,506.85, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2. Grantee acknowledges and agrees that while grant funds awarded from the Fund may be used as match for other sources of funding, grant funds awarded from the Fund may not be utilized as match funds for other monies from the Fund. Monies used to match grants from the Fund may not be used as match for other grants.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

(a) A Requisition, along with a Certificate of Approval by Certified Floodplain Manager, in the form set forth in **Exhibit D** and Financial Report Reimbursement Form, in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement, including a Certificate of Approval by Certified Floodplain Manager where work is being performed under the "Project" category of the Grant Manual.

(b) A **PROJECT** developed by the Grantee and approved by the Department as meeting all standards of applicable law;

(c) Evidence satisfactory to the Authority and the Department that all authorizations and approvals for the Local Project required to have been obtained as of the date of the delivery of this Agreement have been obtained, and, where the Local Project's completion is dependent on a variety of funding sources, in addition to the Fund, evidence satisfactory to the Authority and the Department that the Grantee has obtained satisfactory assurances of all necessary funds to fully finance the Local Project, including, where applicable, the appropriation of match funds;

(d) If the Local Project will require future maintenance, a maintenance and management plan for the Local Project satisfactory to the Authority and the Department demonstrating how the Local Project will be maintained with funds secured by the Grantee independent of the Fund over the lifespan of the Local Project;

(e) If the Local Project will be carried out in concert with a federal agency, evidence satisfactory to the Authority and the Department that the Grantee has authorization to enter into any necessary written agreement with the federal agency, including any provisions for cost-sharing; and

(f) To the extent the Local Project encompasses activities that include the development of flood protection facilities, acquisition of land, restoration of natural features, or other activities that involve design (including such design necessary to ensure the Local Project meets its intended purpose), construction or installation of facilities, a completed Resilience Plan satisfactory to the Authority and the Department was obtained as of the date of the delivery of this Agreement.

Upon receipt of the forgoing, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with the submitted Requisition to the extent approved by the Department. The Department shall have no obligation to approve any Requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Local Project. The Grantee agrees to cause the Local Project to be completed as described in **Exhibit B** and if applicable, in accordance with plans and specifications prepared by the Grantee's Certified Floodplain Manager and approved by the appropriate regulatory agencies. The Grantee shall complete the Local Project by the date set forth in Article III unless approval for a later completion date is given by the Department and the Authority; however, all such Extension Requests, the form of which is attached hereto as **Exhibit G**, must be received by the Department no later than ninety (90) days prior to the date set forth in Article III, and the approved Local Project must have commenced within the first nine (9) months after the date of this Agreement. If the Local Project does not commence in a timely fashion to allow completion by the date set forth in Article III or such later completion date as approved by the Department and the Authority, funding will be withdrawn and may be redistributed to other qualifying projects at the discretion of the Department in

consultation with the Chief Resilience Office, and the Special Assistant to the Governor for Coastal Adaptation and Protection.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Reserved.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days' written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Local Project is not proceeding in accordance with the Local Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Compliance. The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Local Project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

Section 5.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.10. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.11. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interests Act.

Section 5.12. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to

worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced. The Grantee agrees that the Authority, the Department and its authorized agents, reserve the right to make funding adjustments and implement fiscal corrective actions based on said examinations and reviews.

Section 5.13. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.14. Acknowledgments. The role of the Authority and the Department must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing the Local Project, whether funded in whole or in part. Acknowledgment of financial assistance, with the Department logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported directly or indirectly by this Agreement. The Grantee is responsible for contacting Department staff in adequate time to obtain the Department logo in camera-ready or digital form. The acknowledgment should read as follows:

This project received funding from the Virginia Community Flood Preparedness Fund Grant Program through the Virginia Department of Conservation and Recreation (DCR), via CFPF-24-04-32.

Section 5.15. Matching Funds. The required amount of matching funds to the cash contributions by the Grantee to the Local Project will be indicated on the Financial Report Reimbursement Form, **Exhibit E**, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of the Department with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to the Department in the quarterly reports described below, both in narrative summary and on **Exhibit E**.

Section 5.16. Procurement and Subcontracts. The Grantee shall remain fully responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of this Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act, Section 2.2-4300 *et seq.* of the Code of Virginia of 1950, as amended, in making such awards.

Section 5.17. Reporting and Closeout. (a) The Grantee shall promptly provide the Department with Quarterly Reports, the form of which is attached hereto as **Exhibit F**, on performance and financial progress, detailing the progress of work with respect to the Local Project, and a final report upon completion of the Local Project. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on **Exhibit F**.

(b) Final deliverables defined in the approved Scope of Work for the Local Project are due to the Department within 30 days following the Local Project end date, unless another date is approved in writing by the Department, upon submission by Grantee of an Extension Request, the form of which is attached hereto as **Exhibit G**. The following shall apply to the submission of final deliverables:

1. All materials shall be provided digitally to the Department at cfpf@dcr.virginia.gov.
2. All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations.
3. All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
4. All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
5. All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.
6. If digital submittal is not possible, printed materials, together with all attachments and supporting documentation, may be submitted to the Department at the address below:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

The final reimbursement request must be submitted with the final report and the Department will not reimburse any requests received more than ninety (90) days after the Local Project end date.

Section 5.18. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Virginia Community Flood Preparedness Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety and Floodplain Management

Grantee: **County of Tazewell**
197 Main Street
Tazewell, Virginia, 24651
Attention: Eric Young

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS AND DIGITAL SIGNATURES

This Agreement may be manually or by way of a digital signature executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE VIRGINIA
COMMUNITY FLOOD PREPAREDNESS FUND**

By: _____
Shawn B. Crumlish
Executive Director

County of Tazewell

By: _____

Name: _____ C. Eric Young _____

Title: _____ County Administrator _____

CFPF-24-04-32

Exhibit A

GRANT AUTHORIZATION

A copy of the Department's written grant approval is attached.

Virginia Department of Conservation and Recreation
 Community Flood Preparedness Fund - Round 4 Application Recommendations
 April 1, 2024

APP#	PROJECT NAME	LOCATION	STATUS	COMMENTS	EST. COST	FUNDING	DATE
1
2
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Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a **PROJECT to tackle ongoing flooding issues in a low-income area in Town of Richlands within Tazewell County. It involves assessing current stormwater infrastructure and topography to identify flood origins and propose a suitable nature-based solution,** to be approved by the Department as meeting all standards of applicable law.

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
PROJECTS	\$996,323	\$946,506.85	\$49,816.15(to be paid in full by Grantee)
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Salary	\$0	\$0
	Supplies	\$0	\$0
	Construction	\$0	\$0
	Other	\$0	\$0
	Contractual	\$946,506.85	\$49,816.15

Exhibit D

REQUISITION FORM

[Date]

Division Director, Dam Safety & Floodplain Management
Department of Conservation and Recreation
600 E. Main Street, 24th Floor
Richmond, Virginia 23219

Re: **Virginia Community Flood Preparedness Fund**
County of Tazewell CFPF-24-04-32
Grant Number: **CFPF-24-04-32**

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of **August 1st, 2024** (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund (the "Fund"), and the **County of Tazewell**, a **LOCAL GOVERNMENT** (the "Grantee"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with **PROJECT**, which is submitted herewith. Additionally, enclosed is the Financial Report Reimbursement Form set forth in **Exhibit E** of this Agreement, detailed invoices relating to the items for which payment is requested and proof of payment for each associated invoice.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or other costs covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned certifies to the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been paid in full.

Sincerely,

(Authorized Representative of the Grantee)

**CERTIFICATE OF APPROVAL BY CERTIFIED FLOODPLAIN MANAGER (CFM)
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
CFPF-24-04-32**

Note: This certification does not apply to Capacity Building, Planning or Studies and is only required for Projects funded under the Community Flood Preparedness Fund as such terms are defined in the Grant Manual.

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **County of Tazewell**, a **LOCAL GOVERNMENT** (the "Grantee"), pursuant to the Grant Agreement dated as of **August 1st, 2024** (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Community Flood Preparedness Fund ("VRA"), and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition. The undersigned Certified Floodplain Manager for the Grantee hereby certifies to VRA that insofar as the work performed and amounts covered by this Requisition is for work that is in compliance with NFIP standards and meets the requirements of the local floodplain ordinance of the community where work under this Agreement is being performed.

Project deliverable _____

Total amount billed for this Project deliverable _____

Signature of Certified Floodplain Manager

Date

Exhibit E

COMMONWEALTH OF VIRGINIA Department of Conservation and Recreation

Financial Report Reimbursement Form
Virginia Community Flood Preparedness Fund
Agreement No: _____

CID # _____

Grantee: _____

Contact Person: _____ Phone #: _____

_____ Email: _____

Mailing Address _____

Project Project Type: _____

Project Description _____

Reporting Period (Select Qtr and Yr)

January - March	_____	2023	_____
April - June	_____	2024	_____
July - September	_____	2025	_____
October - December	_____	2026	_____

DCR Funds

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Total Reimbursement Request: \$ _____ -

MATCH Funds (N/A)

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Authorized Signature: _____

Title: _____

Date: _____

Exhibit F Quarterly Reporting Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

Quarterly reports must be submitted within 30 days following the end of each quarter. Final reports are due within 30 days following the project end date. Due dates are as follows:

- *Quarter ending September 30 – reports due October 30th*
- *Quarter ending December 31 – reports due January 30th*
- *Quarter ending March 31 – reports due April 30th*
- *Quarter ending June 30 – reports due July 30th*

Agreement Number: _____ **Calendar Year:** _____

Quarter Ended: 9/30 _____ 12/31 _____ 3/31 _____ 6/30 _____

Grantee: _____ **CID #:** _____

Contact Name and Title: _____

Contact Phone No: _____ **Contact Email:** _____

Project Type: _____

Project Description: _____

Brief Description of Activity	
Progress Achieved Toward Milestone During this Quarter	

Progress Anticipated During Next Quarter	
Anticipated Completion Date for this Activity and Remaining Steps	

Printed Name: _____ Date: _____

Signature: _____

Title: _____

DCR Signature Approval and Date: _____

Exhibit G
Extension Request Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

*Request to Amend Contract between Virginia Resources Authority and Grant Recipient of the 2023
Virginia Community Flood Preparedness Fund Grant*

All projects are required to be completed no later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department. A one-year extension may be granted at the discretion of the Department provided the project commenced within nine (9) months of award and such request is **received not later than 90 days prior to the expiration of the original agreement**. Requests should be emailed to cfpf@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? Yes No *Has the Contact Name changed?* Yes No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Grant Number: _____

Title of Project: _____

NFIP/DCRCID: _____

Total Cost of Project: _____

Total Amount Awarded: _____

Current Grant End Date: _____

Requested New End Date: _____

Please provide a detailed explanation for the extension request including the reason work will not be completed during the initial grant period and a timeline for completion if approved. Please attach additional documentation as needed.

Justification for Extension

Grant Recipient Signature

Date Requested

Grant Recipient Printed Name

Title

HE DEPARTMENT Use Only

Virginia Department of Conservation and Recreation Date Approved Date Denied

Printed Name Title

Reason for Denial

VRA Use Only

Virginia Resources Authority Date Received Date Grant Modified

Printed Name and Title

Travis A. Voyles
Secretary of Natural and Historic Resources

Matthew S. Wells
Director

Andrew W. Smith
Chief Deputy Director



Frank N. Stovall
Deputy Director
for Operations

Darryl Glover
Deputy Director for
Dam Safety,
Floodplain Management and
Soil and Water Conservation

Laura Ellis
Deputy Director for
Administration and Finance

COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

July 17, 2024

Eric Young
197 Main Street
Tazewell, Virginia 24651
eyoung@tazewellcounty.org

Re: **Community Flood Preparedness Fund (CFPF)**
CY2023 Round 4 Grant Number: CFPF-24-04-32
Application Category: Projects
Community Name: Tazewell County, CID: 510160
Primary Contact: Charlie Westbrook
Primary Contact Email Address: cwestbrook@res.us
Total Approved Project/Activity Cost: \$996,323.00
Grant Amount Requested: \$946,506.85
Grant Amount Awarded: \$946,506.85
Match Required: \$49,816.15

Dear Eric Young:

Congratulations! DCR, in consultation with the Secretary of Natural and Historic Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, has reviewed your application for a Projects grant and your request for funding is approved as indicated above.

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement ***within 90 days of receipt*** to:

Virginia Resources Authority
1111 E. Main Street, Suite 1920
Richmond, VA 23219

600 East Main Street, 24th Floor | Richmond, Virginia 23219 | 804-786-6124

VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.

2. Progress reports are due quarterly and on the schedule as indicated in the grant agreement and must be submitted to cfpf@dcr.virginia.gov or other depository as determined by DCR. No reimbursement request will be processed without a quarterly progress report.
3. Grant funds may be disbursed on a quarterly basis. For low-income geographic areas, one-quarter of the grant award may be advanced upfront to the grant recipient to be offset against actual expenditures at the end of the grant award. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual, using the form provided, and as outlined in the Grant Agreement. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
4. Final reimbursement requests must be submitted within 90 days following passage of the authorized project completion date; this request must include completed and signed Reimbursement Request Form, signed Form of Requisition along with the signed Certificate of Approval Floodplain Management, proof of payment (canceled checks, bank statements, accounting system reports, etc.) and invoices to cfpf@dcr.virginia.gov or other depository as determined by DCR.
5. Projects, capacity building and planning and studies will be required to be completed after the beginning of the application period and not later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department.
6. If a project, study, capacity building or planning activity does not commence in a timely fashion to allow completion within the agreement period, funding will be withdrawn and the applicant may reapply during the next grant round, should funds be available.
7. An extension may be granted at the discretion of the Department; however, all extension requests must be received no later than 90 days prior to the expiration of the original agreement, and the approved activity must have commenced within the first nine months of the original agreement period.
8. Final project deliverables defined in the approved Scope of Work are due to the Department within 30 days following the project end date, unless another date is approved by the Department.

Should you have any questions, please feel free to contact me at (804)-659-4758 or jake.shaw@dcr.virginia.gov.

Sincerely,



Jake Shaw
Grants Manager, Dam Safety and Floodplain
Management

cc: **Darryl M. Glover, Deputy Director, DCR**
Kimberly S. Adams, Senior Program Manager, VRA
Angela Davis, Flood Program Planner, DCR



ACH DIRECT DEPOSIT OF GRANT DISBURSEMENTS AUTHORIZATION AGREEMENT

VRA is authorized to initiate credit entries to the Checking Savings account indicated below and the financial institution named below to credit the same to such account.

Bank Name:

Bank Address:

ABA / Routing Number:

Account Name:

Account Number:

This authority is to remain in full force and effect until VRA has received written notification of its termination in such time and in such manner as to afford VRA a reasonable opportunity to act on it.

By: _____

Title:

Date:

The representative listed below is the appropriate contact to which Virginia Resources Authority should direct disbursement letters and any other correspondence:

Name:	<input type="text"/>
Title:	<input type="text"/>
Address:	<input type="text"/>
Town, State, Zip:	<input type="text"/>
Phone Number:	<input type="text"/>
Email Address:	<input type="text"/>

Virginia Community Flood Preparedness Fund



And Its Affiliate HealthKeepers, Inc.

Group Health Plan of:
Tazewell County Board of Supervisors
Arlene Matney
108 E Main St
Tazewell, VA 24651

Invoice

Customer Number: VA000321
Account ID: 7776641778
Invoice Number: 777662145374
Invoice Date: 07/24/2024
Due Date: 07/29/2024
Amount Due: \$899.00

Your Payment will be withdrawn from your account on the Invoice Due Date.

For billing questions, please contact Troy Porter at (804)354-3762 or troy.porter@anthem.com

Summary of Charges

Table with 3 columns: Category, Coverage Period, Amount. Rows include Retention Fees (\$0.00), Claim Charges/Credits (\$0.00), Other Charges/Credits (\$899.00), and Amount Due for Current Invoice (\$899.00).

An interest fee may be assessed for payments received after the invoice due date.

Tazewell Community Foundation

July 25, 2024

David Anderson
Commissioner of Revenue
Tazewell County, VA
135 Court St., Suite 301
Tazewell, VA 24651

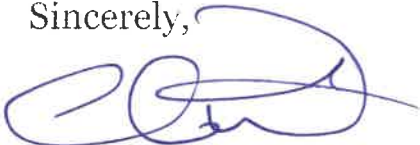
Mr. Anderson:

We are excited to report that the Foundation's efforts to construct a medical office building for our next generation of physicians and practitioners are off to a great start. We have acquired the land, razed the house that was on site, and are proceeding with architectural plan development and fundraising. We know it will be a great addition to the town and the county, adding much-needed medical services and a good economic impact as well.

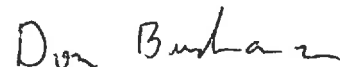
As a not-for-profit organization, we want to do everything that we can to hold down operating costs. To this end, we would like to request that our building be granted an exemption from property taxes. Just another line on the budget that will help us funnel more money back into the project and the efforts of the Foundation.

Please let me know if you have any questions. And as always, thank you for your time and consideration.

Sincerely,



Chris Wearmouth
Chairman



Don Buchanan
Vice-Chairman

TAZEWELL COUNTY FIRE-RESCUE, INC. BOARD OF DIRECTORS

(Two (2) Year Term)

Jim Talbert, CVN/RNP

07-01-2024 06-30-2026

PO Box 818

Richlands, VA 24641

(reappointed 6-4-2019)

Michael Hymes

07-01-2019 06-30-2023

PO Box 7

Tazewell, VA 24651

(fills expiring term of Kathern Dowdy)

Frederick W. Harman

07-01-2020 06-30-2023

201 East Main Street

PO Box 523

Tazewell, Virginia 24651

988-5547

(reappointed 6/2/20 for 2 yr. term)

UPPER TENNESSEE RIVER ROUNDTABLE (UTRR)

One representative from Tazewell County (local government)

Curtis Breeding

01-01-2022

12-31-2023

PO Box 494
Richlands, VA 24641
276-971-7416

Address: Upper Tennessee Round Table
330 Cummings Street
PO Box 2359
Abingdon, VA 24210
Attn: Carol Doss
276-628-1600
276-623-1185 FAX
uppertnriver@yahoo.com

SOUTHWEST REGIONAL RECREATION AUTHORITY (SRRA)

(Three (3) Year Term)

Rick Wood

07-01-2020 06-30-2024

945 Birmingham Road

Cedar Bluff, VA 24609

rickwood37@yahoo.com

(this appointment fills the unexpired term of AJ Robinson)

SOUTHWEST VIRGINIA COMMUNITY COLLEGE BOARD

(Four (4) Year Term)

Althea "AJ" Robinson 07-01-2021 06-30-2024

125 Carriage Lane
Bluefield, VA 24605
276-245-6194

aj.robinson@tazewellcounty.org

(replaced the expired term of Erik Robinson)

Rod Gillespie 07-01-2022 06-30-2025

620 Quail Drive
Bluefield, VA 24605
Phone: 304-952-4851

E-mail: rodgillespie@wvva.net

Shanna Plaster 07-01-2023 06-30-2026

106 Suffolk Avenue
Richlands, VA 24641

Thomas Conley 07-01-2022 06-30-2025

Tazewell, Virginia 24651

TAZEWELL COUNTY
TOURISM DEVELOPMENT COMMITTEE
(Established 12-16-2003)

(Two (2) Year Term)

SOUTHERN

Dr. Terry Mullins, Vice Chair 07-01-2022 06-30-2024

131 Henry Street
North Tazewell, Virginia 24630
276-971-5635
276-988-5077
tmullins@concord.edu

Beth Takach 07-01-2023 06-30-2025
279 Richardson Drive
Tazewell, VA 24651
(Filled the expired term of Tammy Allison)

EASTERN

Lee Riffe 07-01-2022 06-30-2024

215 Hockman Pike
Bluefield, VA 24605
304-320-9746
leer17@verizon.net
(replaced the expired term of Michael A. Brown)

David Comer 07-01-2024 06-30-2026
1046 Virginia Ave.
Bluefield, VA 24605
276-245-6065

NORTHERN

Dedra Cox 07-01-2023 06-30-2025
263 Mission Church Road
Bluefield, VA 24605
304-320-4353
dedracox38@yahoo.com
(Appointed on 08-03-2021)
(Fills the expired term of Roger Scarberry)

Ginger McCoy Cates 07-01-2022 06-30-2024
156 Wood Smoke Way
Pocahontas, Virginia 24635
gingercates@bellsouth.net

WESTERN

Sarah Romeo 07-01-2023 06-30-2025
612 Indian Paint Road
Pounding Mill, VA 24637
276-963-4993
(Replaced the unexpired term of Linda Singleton)
(Reappointed on 08-03-2021)

Brad Ratliff 07-01-2022 06-30-2024
1053 Cedar Valley Drive
Cedar Bluff, VA 24609
276-522-
Email: brad@ratlifflaw.net

NORTHWESTERN

Rick Wood 07-01-2023 06-30-2025
226 Floyd Ave
Richlands, VA 24641
(Logan Plaster - resigned)

Andrea Perkins 07-01-2022 06-30-2024
130 Winter Lane
Pounding Mill, VA 24637
276-971-9647
annperk0508@gmail.com
(replaced unexpired term of Nick Koontz)

WIRELESS SERVICE AUTHORITY
(Established June 1, 2010)

(Four (4) Year Term)

EASTERN

Lori Charles Stacy 02-02-2021 06-30-2024

475 Mountain View Ave.
Bluefield, VA 24605
304-320-6963
radiochicklori@gmail.com
(Replaces Rick Holman following resignation)

SOUTHERN

Sam Kinder-Tannersville, VA 07-01-2023 06-30-2026
1129 Laurel Creek Lane
Broadford, Virginia 24316
276-496-7388
conniek47@gmail.com

NORTHERN

Brandi Brewster 07-01-2022 06-30-2025
714 Johnson's Branch Road
Bandy, Virginia 24602
276-245-6644
Brandibrewster592@yahoo.com

NORTHWESTERN

Jordan Bales 07-01-2022 06-30-2025
239 Valley Drive
Richlands, VA 24641
276-971-2384
jordancbales@gmail.com
Fills resignation of Rick Wood

WESTERN

George McCall 06-29-2022 06-30-2025
PO Box 309
Richlands, VA 24641
276-701-5680
(Fills the unexpired term of Marco Warner)
georgemccall@firstsentinelbank.com

VIRGINIA COALFIELD ECONOMIC DEVELOPMENT AUTHORITY (VCEDA)
(Four (4) Year Term)

Andy Hrovatic
PO Box 42
Pounding Mill, VA 24637

07-01-2024 06-30-2028

The Sanders House



June 10, 2024

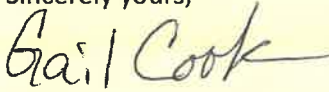
Honorable Charles "Chuck" E. Presley, Jr.
197 Main Street
Tazewell, VA 24651


Dear Mr. Presley,

On behalf of the Sanders House Managing Board along with the Graham Historical Society, we are writing to request \$6,000.00 from your supervisor's discretionary fund for the 2024-2025 fiscal year. The money will be used to pay on going monthly expenses, help with our annual insurance payment, and to make the many repairs this old house continually needs.

We work hard to keep the house open for the people in our community, and for tourists. Thanks for all you do to make The Sanders House a historical treasure.

Sincerely yours,


Gail Cook
President, Managing Board


Tammy Little
Interim President, Graham Historical Society

Tax-exempt #46-6752185