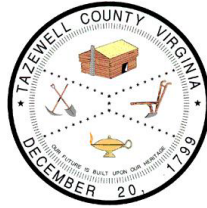


TAZEWELL COUNTY BOARD OF SUPERVISORS REGULAR MEETING



September 10, 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 August 6, 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 \$250.00 from Northern District funds and \$250.00 from Southern District funds to AASC for TRIAD Sr. Safety Day D. Consider \$8905.33 grantee tax reimbursement to Bluefield University E. Ratify poll to donate \$4000.00 from Fire Apparatus line item to TVVFD for purchase of 2018 Ford Explorer utility vehicle F. Ratify poll to approve letter of support for Communities in Schools 	18 19 20 21
4:15 pm	<p>7. Department Reports</p> <ul style="list-style-type: none"> ▶ David Larimer – Annual Treasurer’s Report ▶ 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(3) Property disposition at Cavitts Creek Park ▶ A(3) Property acquisition for ATV trails ▶ A(29) Contract negotiations regarding landfill construction 	

	<ul style="list-style-type: none"> ▶ A(29) Contract negotiations regarding Springville FD engineer contract ▶ A(29) Proposal evaluations regarding school facilities engineering contract ▶ A(3) Property disposition near fairgrounds ▶ A(3) Property acquisition near landfill 	
6:15 pm	9. Return/Certification/Return of Action	
6:20 pm	10. Special Presentations <ul style="list-style-type: none"> ▶ Resolution for Dennis Jones ▶ Resolution for Regina Roberts ▶ Tazewell Class of '73 Foundation presentation ▶ Opioid Abatement Authority – Tony McDowell 	23 24
6:45 pm	11. Public Hearings <ul style="list-style-type: none"> ▶ Public hearing to amend boundaries for the Virginia Enterprise Zone 	25
7:00 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. <ul style="list-style-type: none"> ▶ Robert Duff ▶ Southwest Virginia Community College Scholarship appeals ▶ Eric Smith - SECOR 	
7:30 pm	13. Citizen Comments – Unscheduled (Two (2) minutes per speaker)	
7:35 pm	14. Administrative/Financial/County Projects Update <ol style="list-style-type: none"> 1. Tannersville internet/WSA 2. Consider surplus the following items from TCSO: Smith & Wesson AR-10 Serial Number KN 06959; Leupold Mach 4 CQ/T 1-3x14mm scope Serial Number 440684Y; Glock 26 Gen 3 Serial Number EDF949; .357 Sig TMJ Ammo (19,000 rounds); .357 Sig GDHP Ammo (3,350 rounds) and 180 Glock .357 magazines 3. Consider surplus of 2006 Ford E450 Super Duty crime scene van from TCSO (VIN1FDXE45546DA40371) 4. Consider designating a voting member for the 2024 VaCo Conference 5. Fairground property damages 6. Discussion regarding DEQ polystyrene ban 7. Consider contributing \$75,000.00 from the Opioid Abatement Authority's Tazewell County Regional Account to the SECOR regional rehabilitation project 8. Consider approving AASC Four County Transit contract 9. Consider authorizing the Director of Public Communications and Tourism to appoint a committee to coordinate efforts for commemoration of the 250th Anniversary of the American Revolution 10. ESC Appreciation Dinner 11. Bluefield Bouncy House inspection fee (\$165.00) 12. Consider approving emergency waste disposal agreement with McDowell County 13. Other 	27

	<p>14. Appointments:</p> <ul style="list-style-type: none"> a. Fire/Rescue Board b. SWCC College Board c. Tourism d. WSA e. Workforce Investment Board 	<p>37 38 39 41 42</p>
8:30 pm	<p>15. <u>Board Concerns</u></p> <p>Supervisor Presley:</p> <ul style="list-style-type: none"> ▶ Sanders House request <p>Supervisor Plaster:</p> <ul style="list-style-type: none"> ▶ Richlands wrestling building ▶ Broadband on Buchanan County border ▶ Tourism Dept – Football program <p>Supervisor Cruely:</p> <ul style="list-style-type: none"> ▶ Amonate Always dumpster request <p>Supervisor Gillespie:</p> <ul style="list-style-type: none"> ▶ Consider funding request for THS band boosters ▶ Consider funding for OctobrewFest ▶ Discussion regarding Tazewell SROs ▶ Discussion regarding Vanhoosier Road <p>Supervisor Hrovatic:</p> <ul style="list-style-type: none"> ▶ 	
9:00 pm	<p>16. Second Executive/Closed Meeting – Pursuant to Virginia Code Section 2.2-3711</p> <ul style="list-style-type: none"> ▶ A(7) Legal consultation regarding former library personnel ▶ A(1) Personnel in Finance Dept. ▶ A(1) Discussion regarding Tazewell SROs 	
9:45 pm	17. Return/Certification/Report of Action (if necessary)	
9:50 pm	18. Other business as may properly come before the Board	
10:15 pm	<p>19. Adjourn</p> <p>The meeting is adjourned until Tuesday, October 1, 2024 at 4:00 p.m.</p>	

VIRGINIA: AT THE REGULAR MEETING OF THE TAZEWELL COUNTY BOARD OF SUPERVISORS HELD AUGUST 6, 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
C. ERIC YOUNG, COUNTY ADMINISTRATOR
CHASE D. COLLINS, COUNTY ATTORNEY
SUSAN JEWELL, EXECUTIVE ASSISTANT
MEMBERS OF THE PRESS: JIM TALBERT, RICHLANDS NEWS & PRESS;
WARREN HINKLE, THE VOICE

ABSENT:

MINUTES

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

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.

County Administrator, Eric Young, requested that an item be added to Executive Session: A(29) Contract negotiations with SEH regarding Springville Fire Station.

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 approved the addition of the following item to Executive Session: A(29) Contract negotiations with SEH regarding Springville Fire Station.

Upon motion of Supervisor Plaster, 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 approved the August 6, 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 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 suspending Robert's Rules of Order so that the Board can move freely through the agenda.

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 the minutes from the June 27, 2024 meeting. A copy is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

CONSENT CALENDAR

Supervisor Presley stated that he is in support of Teen Venture (Item E) once he spoke with Supervisor Plaster and the County Administrator regarding the changes that have been made, but if the project were to go awry, he feels the Board should be prepared to withhold support.

Supervisor Cruvey asked that Item E be removed and voted on separately from the remainder of the Consent Calendar.

Upon motion of Supervisor Cruvey 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 the items A through D 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.

Supervisor Plaster stated that she would abstain from the vote on Item E and explained that that item is simply to ratify a poll for a letter of support to the town in support of Teen Venture.

Supervisor Gillespie agreed with Supervisor Presley, stating that the Board has, in the past, supported programs that had difficulties that were corrected and echoed the show of support for Teen Venture.

Supervisor Cruvey stated he has concerns regarding Teen Venture. Supervisor Plaster offered to supply a copy of another support letter as well as a copy of the new personnel policy for Teen Venture.

Upon motion of Supervisor Hrovatic seconded by Supervisor Presley and adopted by a vote of 3 to 1 with all members present, Supervisor Plaster abstaining and Supervisor Cruvey voting against the same, the Tazewell County Board of Supervisors hereby approves the Item E listed in the Consent Calendar, which is a part of the agenda.

Mr. Young requested to add an item to the Consent Calendar: To transfer the amount of \$12,912.00 from the Contingent Grants Account 91050-7041 to Eastern District funds, then place the same amount from Eastern District funds into Emergency Management line item. He explained that the Town of Bluefield had agreed to pay half of the match for their downtown flood study and at the previous meeting, the Board had voted to transfer the county's share from District funds to Emergency Management; however, the finance department

had misread the minutes and sent funds to the Town of Bluefield. The Town of Bluefield returned the funds, which are in the contingent grant account. Mr. Young asked that the funds be transferred back through the district fund to the Emergency Management line item.

Upon motion of Supervisor Gilespeie 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 Item F and added to the table 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.

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. Approval of Warrants
- D. 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)
- E. Ratify poll to follow recommendation of National Opioid Litigation counsel regarding joinder of new defendants into the litigation
- F. Ratify poll for letter of support for Teen Venture

Consent Calendar Items
August 6, 2024 Meeting
Revised

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 to TCSO
Cynthia Tomblinson		357456	035600-8109-16	\$84.00	Peer Support Team fundraiser
Town of Pocahontas		3520	91050-7041	\$15,000.00	Fire Premium Funds
VaCorp		608946	31020-6009	\$500.00	2019 F150 repair

DEPARTMENT REPORTS

Engineering – Kenneth Dunford

Mr. Dunford announced that construction inside the library is on schedule and might be completed slightly before the 90-day deadline. He also announced that installation of the liner at the landfill began on this day.

Mr. Dunford reminded the Board about monitoring wells and asked for \$14,030.00 from Operating Contingency to pay Marshall Miller for overseeing the installation of the wells.

Upon motion of Supervisor Presley, 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 the amount of \$14,030.00 from Operating Contingency to be paid to Marshall Miller for overseeing the installation of the monitoring wells.

Mr. Dunford informed the Board that there would be future requests for approval for money for pumps.

Mr. Dunford explained that the current IT hardware system is antiquated, some parts of it being almost twenty years old. A five-year lease/purchase agreement has been negotiated in the amount of \$135,584.45 for each year. Installation of the new system is a nine-week timeline with a cost of \$118,500.00. Battery backup packs will cost \$50,932.38 and that expense is covered with ARPA funds. Mr. Young reminded the Board that the IT hardware and installation had been budgeted.

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 approves the lease/purchase of IT equipment from CISCO, the installation of the equipment by ESI and the purchase of battery backup packs. A copy of the agreements is available at the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Supervisor Hrovatic asked the status of road paving. Mr. Dunford advised the paving is in progress but not complete.

BOARD CONCERNS

Supervisor Gillespie

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 a donation of \$4,000.00 to the Tannersville VFD to be used for property maintenance.

Tourism Appointment

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 appoints Susan Reeves to serve on the Tourism Committee.

EXECUTIVE/CLOSED MEETING – 4:25 pm

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, the Board enters into an Executive/Closed meeting and invites all persons necessary to conduct business in this session, pursuant to Virginia Code Section 2.2-3711.

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

- ▶ A(29) Contract negotiations with Pure Salmon regarding water use agreement
- ▶ A(3) Property acquisition regarding a landfill monitoring well site
- ▶ 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
- ▶ A(1) Personnel - Judicial Administration
- ▶ A(1) Personnel – Library
- ▶ A(29) Contract negotiations with SEH regarding Springville Fire Station

RETURN/CERTIFICATION/REPORT OF ACTION – 6:10 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

Contract negotiations with Merchant McIntrye regarding legal representation for grant applications

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 renewal of the Merchant McIntyre contract for grant application drafting and lobbying services at the same rate as the 2019 contract and authorize the chairman to sign the agreement. A copy is available at the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Personnel - Judicial Administration

Supervisor Presley stated: As you know, we eliminated the Law Clerk position from the budget with the Clerk left in May. Since that time, the Judge’s secretary has been performing those duties in addition to her own without any additional pay. We plan to restore the law clerk position in July of 2025 and plan to use Opioid Abatement Settlement funds to hire a full time Drug/Recovery Court Clerk this fall. In the meantime, the work still needs to move forward. Therefore, we have a temporary solution.

Upon motion of Supervisor Presley, 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 voting against the same, the Tazewell County Board of Supervisors hereby approves salary increase for Judicial Administrative Assistant 1 position by \$10,000.00 annually until the law clerk position is filled in FY26; and further that the salary for the Judicial Administrative Assistant 1 position be increased by a rate of an additional \$10,000.00 annually, until the full time position of Recovery Court Administrative Assistant is hired this fall, with the supplement being paid from the Opioid Abuse Abatement Sentiment funds previously budgeted for the Recovery Court Administrator position created in June; lastly, that both of these pay increases be made retroactive to May 2024, when the law clerk who previously performed those duties left and the Judicial Administrative Assistant assumed them.

Landfill

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 and no one against the same, the Tazewell County Board of Supervisors hereby votes to ratify the County Administrator’s decision to ask the Wythe/Bland JPSA to divert their solid waste to the New River Valley Regional Landfill until September 30th and authorize the Administrator to end such diversion should the new cell at the landfill become available prior to that date.

Property acquisition regarding a landfill monitoring well site

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 authorizes the County Administrator to offer Blackberry Properties, LLC the amount of \$500.00 for the 0.07 acre monitoring well site and right of way to access it as discussed in executive session.

SPECIAL PRESENTATION

Resolution for Tazewell Little League Jr. Softball

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 Tazewell Little League Jr. Softball team. A copy of the resolution is available at the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Recognition of Josh Salyers

Josh Salyers was promoted to the rank of Lieutenant within the Tazewell County EMS as a 17-year veteran and previous Training Officer. He was introduced and administered the pledge by EMS Director, Barry Brooks. Captain Courtney Evans and Lt. Salyers daughter, Lily pinned him.

Supervisor Gillespie left the meeting at 6:20pm.

CITIZEN COMMENTS – SCHEDULED

Laura Mollo, Richlands, Virginia, spoke via telephone regarding Teen Venture and objected to the Board’s support of Teen Venture.

CITIZEN COMMENTS - UNSCHEDULED

Robert Carlson, North Tazewell, Virginia, spoke regarding solar projects. He shared a handout that he asked be made part of the minutes of this meeting. A copy is available at the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

ADMINISTRATIVE/FINANCIAL/COUNTY PROJECTS UPDATE

Thompson Foundation Hiking Trail grant

The County Administrator announced that there is approximately \$54,000.00 of the grant funds remaining in the Thompson Foundation Hiking Trails grant awarded to the County in 2019. As the Town of Richlands has changed their plans regarding the hiking trail, he asked the Board to consider reallocating funds in the grant for trails in Richlands to the new Richlands trails and using the remaining funds to make Crab Orchard Museum the trail head for the Clinch Mountain Trail that CPPDC is going to do. He advised that CPPDC has obtained an easement from the Ratcliff Foundation and plans to build a trail that would end near the museum.

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

Upon motion of Supervisor Hrovatic, seconded by Supervisor Presley and adopted by a vote of 3 to 0, with Supervisor Gillespie absent and Supervisor Cruvey abstaining and no one against the same, the Tazewell County Board of Supervisors hereby approves the surplus of 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.

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

Upon motion of Supervisor Hrovatic, seconded by Supervisor Presley and adopted by a vote of 3 to 0, with Supervisor Gillespie absent and Supervisor abstaining and no one against the same, the Tazewell County Board of Supervisors hereby approves the 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.

PPTRA payment approval

The County Administrator advised that there is \$1m set aside in the budget for PPTRA that needs to be transferred into the PPTRA fund for the Personal Property Tax Relief.

Upon motion of Supervisor Cruvey, seconded by Supervisor Plaster and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby approves the transfer of \$1m to the general fund for the purpose of PPTRA.

Sequestered school funds update

Mr. Young advised he plans to meet with Dr. Stacy of TCPS and the Chairman of the school board to discuss the sequestered school funds and how TCPS can go about requesting money from that fund.

Fair Association check

At a recent meeting, Supervisor Gillespie donated \$2,500.00 from Southern District funds to the Fair Association to assist with the OTR event and according to Mr. Young, the Fair Association has returned the funds.

Upon motion of Supervisor Plaster, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby accepts the amount of \$2,500.00 back into Southern District funds from a donation previously directed to the Fair Association.

Revised Animal Shelter Board bylaws

County Attorney, Chase Collins spoke regarding the background of the Animal Shelter board, described the changes that were made to the bylaws and the reason for the changes. He advised that the Animal Shelter Board agreed to the changes.

Upon motion of Supervisor Presley, seconded by Supervisor Hrovatic and adopted by a vote of 3 to 0, with Supervisor Gillespie absent and Supervisor Cruvey out of the room and no one against the same, the Tazewell County Board of Supervisors hereby approves the changes to the Animal Shelter Board bylaws.

Consider approving DCR grant agreement for Flood Study grants

Mr. Young reminded the board of the four (4) flood grants the county was awarded. He shared that three (3) of the grants can be partnered with RES, the group that provided the initial flood study. He advised that one (1) will most likely need to be advertised for bids. He advised that a series of votes is necessary to approve the agreements.

Upon motion of Supervisor Presley, seconded by Supervisor Plaster and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby approves the DCR Flood Mitigation Grant Agreement (CFR240466 for \$257,000.00) for downtown Town of Bluefield.

Upon motion of Supervisor Plaster, seconded by Supervisor Cruvey and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby approves the DCR Flood Mitigation Grant Agreement (CFR240465) for Bottom Road in Doran.

Upon motion of Supervisor Cruvey, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby approves the DCR Flood Mitigation Grant Agreement (CFR240461 for \$194,000.00) for a county-wide stream obstruction study.

Upon motion of Supervisor Plaster, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby approves the DCR Flood Mitigation Grant Agreement (CFR2404 for \$946,000.00) to implement flood mitigations measures at Richlands Elementary School.

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

Mr. Young suggested that as the library construction ends would be an appropriate time to perform some painting, cleaning and minor repair. Library Director, Erica Galway agreed and spoke about the same.

Upon motion of Supervisor Plaster, seconded by Supervisor Cruely and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby approves the transfer of \$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.

Consider holding a public hearing to grant tax exempt status to new medical facility

Chase Collins informed the Board that the Tazewell Community Foundation requested that the new medical complex to be built at the end of Market Street in Tazewell be considered tax exempt by ordinance. He advised such a decision will require a public hearing.

The Chair made the point that the tax assessed value of the property can't be determined until the building is constructed and directed that the matter be deferred until adequate information is available.

Consider approving CMCS Performance Contract

Mr. Young announced that each year, the County is required to enter into a new contract with Cumberland Mountain Community Services. He presented the voluminous contract from the State.

Upon motion of Supervisor Hrovatic, seconded by Supervisor Plaster and adopted by a vote of 3 to 0, with Supervisor Gillespie and Supervisor Cruely absent and no one against the same, the Tazewell County Board of Supervisors hereby approves entering into the new contract with CMCS, pending legal review. A copy is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

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)

EMS Director, Barry Brooks, explained that the use of this type of truck is for events that don't require the bigger trucks and that this type of truck is more maneuverable in some situations such as when trees blocking the road need to be cut.

Upon motion of Supervisor Presley, seconded by Supervisor Plaster and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby approves donation of \$25,000.00 from fire department budget line item 32010-8105 to BGVFD for purchase of 2020 F250 SD (VIN 1FT7W2B67LED95439).

VDOT/Litter Control

Mr. Young announced that there is a grant offer from VDOT to help pay for litter pickup program in an amount up to \$40,000.00. He said that right now we could only take advantage of \$30,000.00 due to time constraints but asked to approve up to \$40,000.00.

Upon motion of Supervisor Presley, seconded by Supervisor Plaster and adopted by a vote of 3 to 0, with Supervisor Gillespie absent and Supervisor Cruely abstaining and no one against the same, the Tazewell County

Board of Supervisors hereby approves the transfer \$7,680.00 from contingency to Landfill Budget for VDoT Litter Control Grant Match and to approve the VDOT litter control grant.

Discussion regarding Tannersville internet/WSA

Mr. Young relayed difficulties with the Tannersville internet service through Gigabeam and that the minimum cost to make repairs is approximately \$6000.00. He suggested that the matter be deferred until the WSA meets.

OAA Regional Agreement with Legal Aid

According to Mr. Young, Southwest Virgini Legal Aid proposed an agreement for Legal Aid to provide civil representation to individuals coming out of opioid rehabilitation. He advised that, although the Board chose not to fund the program, a letter of support from the Board was given and Tazewell County residents will be served at no cost upon entering into an agreement with Legal Aid.

Upon motion of Supervisor Plaster, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby approves entering into an agreement with Southwest Virginia Legal Aid for services to county residents overcoming opioid addiction at no cost. A copy is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Consider approving/accepting \$753,380.73 from DHCD Flood Relief Grant Program for disbursement to Bandy flood victims

The County Administrator described the flood relief grant process and explained that this request is for the funds the County expects to need from DHCD to fulfill the applicants' awards.

Upon motion of Supervisor Cruey, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby approves a supplemental budget appropriation in the amount of \$753,380.73 and authorizes the County Administrator to accept the amount of \$753,380.73 into the Bandy Flood Relief Grant line item.

Consider approving payments of \$758.87 and \$895.73 to Crab Orchard Veterinary Services for DMV spay/neuter program

Mr. Young announced that each year the County receives money from DMV which is a portion of the cost of Animal Friendly license plates purchased by the public. The County uses this money toward spay/neuter of animals adopts from the animal shelter, usually performed by Crab Orchard Veterinary Services.

Upon motion of Supervisor Cruey, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby approves to accept the amounts of \$758.87 and \$895.73 from DMV and then donate the amounts of \$758.87 and \$895.73 to Crab Orchard Veterinary Services for the spay/neuter of animals adopted at the Tazewell County Animal Shelter.

Other

The regional jail system originally budgeted to undertake some significant improvements, according to the County Administrator. He explained that the SWVRJA decided to finance the projects rather than pay up front, which increases Tazewell County's contribution approximately \$50k per year for several years; however, because the funds were not spent up front, the County will receive \$618K to add back to our budget this year.

Mr. Collins reminded the Board of a previous resolution to abandon State Route 9561 near the previous Pocahontas High School. He continued that VDOT has again requested the abandonment of that route.

Upon motion of Supervisor Cruey, seconded by Supervisor Presley and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby approves the abandonment of State Route 9561 near the previous Pocahontas High School.

Mr. Young asked for guidance regarding what avenue the Board wishes the Opioid Committee to take and what goals are in mind for how that committee can help the county residents overcoming opioid addiction.

Supervisor Hrovatic commented that the Board had placed expert members on the committee to make decisions regarding that they choose to implement.

Mr. Young recommended that the committee establish the priorities they wish to fund, followed by a solicitation, with the appropriate selections to be made by the committee afterward.

Appointments

Fire/Rescue Board

The Chairman directed that this matter be deferred to the September 10, 2024 meeting.

Upper Tennessee River Roundtable

Upon motion of Supervisor Hrovatic, seconded by Supervisor Plaster and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby reappoints Curtis Breeding to serve on the Upper Tennessee River Roundtable.

The County Administrator advised that Mr. Breeding did not want to be reappointed.

Upon motion of Supervisor Hrovatic, seconded by Supervisor Plaster and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby rescinds Supervisor Hrovatic's previous motion to reappoint Curtis Breeding to serve on the Upper Tennessee River Roundtable.

The Chairman directed that this matter be deferred to the September 10, 2024 meeting.

SRRA (Spearhead Trails)

Upon motion of Supervisor Plaster, seconded by Supervisor Cruey and adopted by a vote of 4 to 0, with Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby reappoints Rick Wood to serve on SRRA.

SWCC College Board

The Chairman directed that this matter be deferred to the September 10, 2024 meeting.

Tourism

Upon motion of Supervisor Hrovatic, seconded by Supervisor Presley and adopted by a vote of 4 to 0, Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby reappoints Brad Ratliff to serve on the Tourism Committee.

The County Administrator asked that the Board hear Supervisor Cruey's Board Concerns so that he might excuse himself from the meeting.

Supervisor Cruey – Board Concerns

Supervisor Cruey stated that he was not feeling well and apologized for having to come in and out of the meeting. The Chair took up Supervisor Cruey's Board Concerns early in the agenda.

Speed reduction ordinance update

Supervisor Cruey inquired regarding the process for which to enact speed reduction ordinance. The County Attorney stated that this action requires a public hearing and once he has a list of street/roads for the ordinance, he will advertise for the same. Mr. Collins explained the background of the speed reduction ordinance.

Consider donation to TRIAD

Supervisor Cruey stated that he and Supervisor Gillespie desire to donate the amount of \$250.00 from each of their respective districts to the TRIAD Senior Safety Day in October. Supervisor Plaster reminded the Board that, in the past, donations for TRIAD had to be sent through a 501c3 agency because TRIAD does not have that standing.

Because Supervisor Gillespie was absent from the meeting, Mr. Young stated the vote can be conducted by email poll and ratified at the September 10, 2024 meeting.

Supervisor Cruey left the meeting at 7:17pm

Supervisor Plaster asked to revisit the Tourism Committee appointments.

Upon motion of Supervisor Plaster, seconded by Supervisor Hrovatic and adopted by a vote of 4 to 0, Supervisor Gillespie absent and no one against the same, the Tazewell County Board of Supervisors hereby appoints Rod Cury to serve on the Tourism Committee.

WSA

The Chairman directed that this matter be deferred to the September 10, 2024 meeting.

VCEDA

The Chair invited Supervisor Presley and Supervisor Plaster to discuss who among them would like to serve. Both expressed interest. After a brief discussion, a motion was made.

Upon motion of Supervisor Presley, seconded by Supervisor Hrovatic and adopted by a vote of 2 to 0, with Supervisors Gillespie and Cruey absent, Supervisor Hrovatic abstaining and no one against the same, the Tazewell County Board of Supervisors hereby appoints Shanna Plaster to serve on VCEDA.

BOARD CONCERNS

Supervisor Presley

Sanders House

Supervisor Presley asked that this matter be deferred to the October, 2024 meeting.

Supervisor Presley asked the County Attorney for information about placing a levy on a future ballot. Mr. Collins provided details regarding the same.

Supervisor Presley asked about having a budget for brush/tree cutting on roads. Mr. Young offered options for placing that in the budget.

Supervisor Presley addressed EMS Director, Barry Brooks regarding additional funding through grant opportunities for fire/EMS.

Supervisor Presley suggested that the Board scrutinizing non-profit programs more thoroughly prior to funding them.

Supervisor Presley stated he would like to hear periodic updates from county boards/authorities/committees just to be informed as to what each actually does.

Supervisor Presley asked for fair information to distribute in the Eastern District.

Supervisor Presley asked about the unoccupied surgery center and whether that property is tax exempt. He stated the desire for that property to be more useful.

Supervisor Plaster

None

Supervisor Hrovatic

Upon motion of Supervisor Hrovatic, seconded by Supervisor Plaster and adopted by a vote of 3 to 0, with Supervisor Gillespie and Supervisor Cruely absent and no one against the same, the Tazewell County Board of Supervisors hereby approves a donation in the amount of \$5,000.00 from Western District funds to the Town of Cedar Bluff to assist with the Cedar Bluff Festival.

Supervisor Hrovatic complimented the PSA and the excellent job they have done on upgrades and other work. He also asked that a resolution in support of the PSA be presented at the September 2024 meeting.

Upon motion of Supervisor Hrovatic, seconded by Supervisor Presley and adopted by a vote of 3 to 0, with Supervisor Gillespie and Supervisor Cruely absent and no one against the same, the Tazewell County Board of Supervisors hereby approves the presentation of a resolution commending the Tazewell County PSA at the September 10, 2024 meeting.

EXECUTIVE/CLOSED MEETING – 7:36 pm

Upon motion of Supervisor Hrovatic, seconded by Supervisor Presley and adopted by a vote of 3 to 0, with Supervisor Gillespie and Supervisor Cruely absent and no one against the same, 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 Attorney annual evaluation

RETURN/CERTIFICATION/REPORT OF ACTION – 7:56 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: Three (3)

Nays: None (0)

Absent: None (2)

Absent during vote: None (0)

Report of Action: None (0)

ACTION FOLLOWING EXECUTIVE SESSION

None

OTHER BUSINESS

None.

ADJOURN

Upon motion of Supervisor Presley, seconded by Supervisor Plaster and adopted by a vote of 3 to 0, with Supervisor Gillespie and Supervisor Cruvey absent and no one against the same, the Tazewell County Board of Supervisors hereby adjourns until Tuesday, September 10, 2024 at 4:00 pm.

A copy teste:

Andy Hrovatic, Chairman

WARRANTS

August 2024

Payroll

Ordered that ADP direct deposits & warrants totaling \$ 346,165.60 from the General, covering net payroll, for the various County agencies, for the period ending July 31, 2024, be approved.

Ordered that ADP direct deposit & warrants \$ 350,424.40 from the General Fund, covering net payroll, for the various County agencies, for the period ending Aug 15, 2024 be approved.

Accounts Payable/Payroll Deductions

Ordered that Warrant Nos 504880 through 504975 and electronic transfers (ACH) totaling \$ 1,707,464.79 from the General, landfill Enterprise, Capital Outlay, Law Library, and CARES funds covering operating expenses for the various County agencies issued July 25, 2024 be approved.

Ordered that Warrant Nos 504976 through 504985 and electronic transfers (ACH) totaling \$ 673,076.37 from the General, covering payroll deductions for the various County agencies for the period ending June 30, 2024 be approved.

Ordered that Warrant Nos. 504986 through 505098, and electronic transfers (ACH) totaling \$ 337,579.30 from the General, Landfill Enterprise, Capital Outlay, Law Library, and CARES funds covering operating expenses for the various County agencies issued August 10, 2024 be approved.

Ordered that Warrant Nos. 505099 through 505106 and electronic transfers (ACH) totaling \$ 182,786.61 from the General, covering payroll deductions for the various County agencies for the period August 15 2024, be approved.

Handwritten

Ordered that Warrant No. 802229 through 802236 totaling \$ 38,517.54 from the General, Landfill Enterprise, Capital Outlay, and Law Library, covering operating expenses for the month of July 2024, be approved.

08/15/2024 tga

Consent Calendar Items
September 10, 2024 Meeting

Source	Dept	Check #	To Acct	Amt	Description
VaCorp		610405	31020-6009	\$ 748.80	2017 Dodge Charger repairs
Operation Cease Fire Grant			91050-7041 →31020-8101	\$57,359.00	
CMCS		244736	31020-1150	\$ 819.40	CITAC overtime
Kegley Law Firm		5987	31020-6001	\$ 82.20	FOIA
Geo M. Cruise Charitable Foundation			7301-3099	\$1500.00	Library donation
Anonymous			7301-3099	\$20.00	Library donation
BEAR/E-rate			7301-5230	\$2482.49	Reimbursement
Joyce Johnston			7301-3099	\$50.00	Library donation
Courthouse Retrieval System		107406	12090-6001	\$250.00	COR information



CLERK'S OFFICE
CIRCUIT COURT OF TAZEWELL COUNTY

Charity D. Hurst, Clerk

135 Court Street, Suite 202
Tazewell, Virginia 24651
churst@vacourts.gov

Sherri L. Walters, Chief Deputy Clerk



Telephone: (276) 385-1222

Facsimile: (276) 988-7501

www.vacourts.gov/courts/circuit/tazewell/home.html

August 29, 2024

David T. Larimer, II
Treasurer of Tazewell County
P O Box 969
Tazewell, Virginia 24651

In Re: Refund of County Grantee Tax (\$8,905.33) ~ Bluefield University

Dear Mr. Larimer:

I am writing to bring to your attention a situation regarding the Commercial Real Estate Deed of Trust for Bluefield University. On September 1, 2021, the Deed of Trust was recorded in the Tazewell County Clerk's Office without exemption, resulting in Bluefield University, a non-profit educational institute, paying a State Grantee Tax of \$26,716.00 and a County Grantee Tax of \$8,905.33.

Subsequently, on August 9, 2024, Dennis A. Barbour, an attorney at Moss & Rocovich in Roanoke, Virginia, recorded the Corrected Deed of Trust in the Clerk's Office to reflect the appropriate tax exemptions. A Certificate of Recordation, Form CC-1550, has been filed and approved by the State, which verifies that Bluefield University will be reimbursed the State Grantee Tax in the amount of \$26,716.00.

Bluefield University is owed a refund from Tazewell County for the County Grantee Tax. The refund amount is \$8,905.33. I have included a W-9 for Bluefield University, a copy of the Circuit Court receipt dated September 1, 2021, which shows that the tax was incorrectly charged, and correspondence with Lore DeAstra, the Land Preservation Tax Credit Analyst, confirming that the state is issuing the State Grantee Tax reimbursement.

Please proceed with reimbursing Bluefield University the \$8,905.33 Grantee Tax. If you require any further assistance, please feel free to let me know.

Sincerely,


Charity D Hurst, Circuit Court Clerk

Enclosures

C: Dennis Barbour (dbarbour@mossandrocovich.com)
Kathy Crouse, MDCI

Criminal
Jessica Bentley, MDC
Crystal Heifner, MDC
Theresa Shrewsbury, MDC
Reese Whittaker, DC

Civil
Beth Brooks, MDC
Chassity Brewster, DC
Carrie Moore, DC

Land Records/Deeds
Kathy Crouse, MDC
Olivia Havens, DC

Probate
Gina Pruitt, MDC
Hannah Brewster, DC

TAZEWELL COUNTY VIRGINIA

“Bound For Progress”

Andy Hrovatic, Chair
Western District



Aaron Gillespie, Vice Chair
Southern District

Kyle Cruely, Member
Northern District

Shanna Plaster, Member
Northwestern District

Chuck Presley Member
Eastern District

C. Eric Young
County Administrator

September 4, 2024

Rich Wilson,
Promise Neighborhoods
U.S. Department of Education
400 Maryland Avenue SW, 3E320
Washington, DC 20202-6200

Re: Promise Neighborhoods Grant Application
Communities in Schools Appalachian Highlands

Dear Mr. Wilson,

I write on behalf of the Tazewell County Board of Supervisors to express their commitment and support for *Communities In Schools of Appalachian Highlands*' (CIS-AH) Promise Neighborhoods project to address the pervasive problem of chronic absenteeism among students in Tazewell County.

Chronic absenteeism's affects on students' educational progress, as well as their social and emotional stability, create immense challenges for schools and families in our community. As the local governing body the Board is uniquely positioned not only to see the opportunity cost of chronic absenteeism but also the long term costs of foster care, juvenile incarceration, and drug abuse which accompany the problem. This is an area of significant need and one that the Board is eager to address through our pratner CIS-AH's proposed project. Our Board funds CIS-AH annually; however, we are a rural locality with limited resources. They can do much more with additional resourses.

CIS-AH has engaged school leaders and community partners to assess the efficacy of current strategies addressing chronic absenteeism. In that process they have developed new strategies. CIS-AH seeks additional investment from the Department of Education to implement these new, enhanced approaches to chronic absenteeism.

Reducing the long term challenge of chronic absenteeism is a worthy goal, and CIS-AH has created a project that will focus on this intractable long-term challenge. The Board believes the project embodies the goals of the Department's Promise Neighborhoods program. CIS-AH's partnership with our Board, Tazewell County Public Schools, public service agencies, and community support organizations throughout our county positions them uniquely to serve as the administrative lead for this joint effort. The Board believes the project will succeed and produce valuable data for the Department's use in other communities.

The board heartily supports their application. Thank you for your attention.

Respectfully,

A handwritten signature in black ink, appearing to read 'C. Eric Young', written in a cursive style.

C. Eric Young,
County Administrator

Cc: Andy Hrovatic, Chairman

**A RESOLUTION COMMENDING
DENNIS JONES**

WHEREAS, Dennis Jones graduated from Virginia Tech in 1974 with a degree in agricultural economics and just a few days later began working as a field services representative with the Virginia Farm Bureau Federation, representing the organization in Southwest Virginia;

WHEREAS, Dennis Jones served as Assistant Director of Field Services and is currently Director of Field Services and celebrated his 50th anniversary with the organization in June of 2024 and has earned a well-deserved reputation as a leading voice for agriculture in Virginia;

WHEREAS, having grown up on his family’s livestock, produce, and tobacco farm in Lee County, Virginia, Dennis Jones developed a deep appreciation for agriculture from an early age during his tenure at Virginia Farm Bureau and he has worked tirelessly in Tazewell County, Southwest Virginia and the Commonwealth to serve the needs of family farmers and all those associated with the state’s largest industry—agriculture;

WHEREAS, Dennis married Mary Jane (Harris) and has lived on her family’s farm in Tazewell since 1984. He has two sons and four grandchildren. He serves as Sunday School Superintendent for Concord Methodist Church and enjoys gardening, playing golf, and playing his guitar in his free time;

WHEREAS, the County of Tazewell wishes to recognize Dennis Jones for his hard work and dedication to our community and its agricultural industry;

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

Presented this the 10th day of September 2024.

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

Andy Hrovatic, Chairman

C. Eric Young, County Administrator

**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 10th day of September 2024.

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

Andy Hrovatic, Chairman

C. Eric Young, County Administrator

NOTICE OF PUBLIC HEARING
TAZEWELL COUNTY BOARD OF SUPERVISORS

**AN ORDINANCE TO AMEND THE BOUNDARIES OF THE
TAZEWELL COUNTY ENTERPRISE ZONE**

PLEASE TAKE NOTICE that the Board of Supervisors of Tazewell County, Virginia (“the Board”), will conduct a public hearing on September 10, 2024 at 6:45 PM, or as soon thereafter as may be practical, at the Tazewell County Administration Building, located at 197 Main Street, Tazewell, Virginia 24651, and hereby gives its intent to consider *An Ordinance to Amend the Boundaries of the Tazewell County Enterprise Zone*.

The proposed *Ordinance* would add certain parcels of real estate to the Tazewell County Enterprise Zone (“the Enterprise Zone”) while eliminating certain parcels of real estate from the Enterprise Zone. Owners of parcels of real estate located within the Enterprise Zone would be eligible for local tax incentives for new and expanding businesses who invest in real property improvements and hire additional employees in Tazewell County, Virginia. Such incentives include, but are not limited to grants equal to the businesses’ increase in Tazewell County real property and personal property taxes resulting from the businesses’ expansion.

The Board will consider adding the following parcels below, listed with their respective owners of record:

- (1) 094A504 000A – Industrial/Economic Development Authority of the Town of Tazewell
- (2) 094A608 000D – Industrial/Economic Development Authority of the Town of Tazewell
- (3) 094B3A 0019C – Pansy G. Harman et al.
- (4) 094B4A 0019D – Hurst-Scott Funeral Home of Tazewell, Inc.
- (5) 094B401 0001-0004: C&J Partnership, LLC
- (6) 094B401 0005-0010: C&J Partnership, LLC
- (7) 094B401 0011-0013: C&J Partnership, LLC
- (8) 094B401 0014-0016: C&J Partnership, LLC
- (9) 094B401 0017-0020: C&J Partnership, LLC
- (10) 094B4A 0020: Danny Addison
- (11) 094B402 0001-0008, 0014A, 0015-0017 – Back of the Dragon Properties 1, LLC
- (12) 094B403 0005-0009 – RI CS4, LLC
- (13) 094B405 0001-0002 – Industrial/Economic Development Authority of the Town of Tazewell
- (14) 111 A 0012 – Appalachian Recycling & Disposal, Inc.
- (15) 111 A 0013 – Michael C. St. Clair
- (16) 111 A 0013A – Clinch River Forest Products, Inc.
- (17) 111 A 0013B – Michael C. St. Clair
- (18) 111 A 0013C – Clinch River Forest Products, Inc.

- (19) 111 A 0013D – Michael C. St. Clair
- (20) 111 A 0013E – Michael C. St. Clair
- (21) 111 A 0013F – Michael C. St. Clair
- (22) 111 A 0019 – William A. Boothe & Sandra Boothe
- (23) 111 A 0020 – Clinch River Forest Products, Inc.
- (24) 111 A 0021 – Clinch River Forest Products, Inc.

The Board will consider removing the following parcels below, listed with their respective owners of record:

- (1) 025 A 0040 (portion only) – The Leatherwood Company
- (2) 025 A 0041 (portion only) – The Leatherwood Company
- (3) 026 A 0002 (portion only) – The Leatherwood Company
- (4) 026 A 0004 (portion only) – The Leatherwood Company

All persons wishing to comment on the *Ordinance* are hereby invited to attend and state their views thereon. In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in a meeting of the Board, please contact the Tazewell County Administrator's Office by telephone at (276) 385-1208, by facsimile at (276) 988-4246, or by email at susan.jewell@tazewellcounty.org. A notification of five (5) working days before the meeting will enable the Tazewell County Administrator's Office to make reasonable arrangements to ensure accessibility to the meeting.

A complete copy of the *Ordinance* is posted on the Tazewell County Circuit Court's bulletin board on the second floor of the Tazewell County Courthouse, located at 135 Court Street, Tazewell, Virginia 24651. A complete copy of the *Ordinance* is also on file in the office of the Tazewell County Administrator, located at 197 Main Street, Tazewell, Virginia 24651. The *Ordinance* may also be found online at: <https://tazewellcountyva.org/>.

By Order of the Board of Supervisors of Tazewell County, Virginia
By: C. Eric Young, Tazewell County Administrator

CONTRACT

This Contract is made and entered by and between **Tazewell County, a Political Subdivision of the Commonwealth of Virginia** (hereinafter referred to as the "County" and **Four County Transit-Appalachian Agency for Senior Citizens** (hereinafter referred to as the "System") and is to be effective 1st day of October 2024.

WITNESSETH:

THAT WHEREAS, the County seeks to provide a public transportation system emphasizing service to college students, elderly citizens, disabled citizens, and the general public of Tazewell County; and

WHEREAS, the County seeks to encourage innovative and cost-effective public transportation services which increase cooperation between the public and private sectors.

NOW, THEREFORE, the parties agree as follows:

1. Description of Service:

- a. The System will perform in a timely manner for the benefit of the County, one morning and one afternoon route with pick-up points beginning in the eastern part of Tazewell County to Southwest Virginia Community College (SwVCC) which will be named *SwVCC Eagle Express* as part of the Four County Transit operating system.
- b. The System will also operate a public transportation service within Tazewell County for deviated fixed route services five (5) days per week except for state and federal holidays.

System shall maintain a reasonable time schedule in order for students to be present in their classes.

2. Drivers:

All drivers utilized for this service shall be fully qualified and licensed by the Commonwealth of Virginia for operation of the vehicle used. Each driver shall participate in all driver training programs required by the System and shall display proper courtesy towards all passengers and shall maintain a neat and clean appearance. All drivers will be subject to the drug and alcohol testing program mandated by the Federal Transit Administration.

5. Records Maintenance:

System and its subcontractors shall maintain all books documents, papers, accounting records, and any other evidence, showing information of actual time devoted and supporting the costs incurred. Such information shall be made available at their respective offices during normal business hours during the agreement period and for a period of three (3) years from the date of final payment from the County to System (or until final audit) for audit and inspection, as detailed in paragraph 6. Copies of such information shall be furnished to the County.

6. Audit and Inspection of Records:

The System and its subcontractors shall permit the authorized representatives of the County to inspect and audit all data and records of System and its subcontractor, relating to the performance of this Contract.

County agrees that following the completion of any audit report prepared in accordance with paragraph 6, it will promptly refund to the County any payments that are mutually agreed upon found to be unsupported by acceptable records or in violation of any other provisions of this Contract.

7. Payment for Services:

The County agrees to pay the System an annual rate of **SEVENTY-FOUR THOUSAND DOLLARS (\$74,000)** with monthly installments of **SIX THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$6,166.67)** each. Said installments to be paid in advance.

8. Reporting:

The System must certify that trip sheets are from valid drivers who are actually on duty at the times listed on the trip sheets. System will be responsible for verifying that information recorded is reasonable for trips reflected on the trip sheets. The County shall have access to a sample driver's trip sheet in order to conduct periodic reviews, and will also request information from System's dispatcher sheets.

9. Marketing:

The System may be expected to contribute to the efforts to promote the public transportation services in cooperation with the County. The specific efforts that are expected of the System will be mutually determined as need arises.

10. Insurance:

The System shall take out and maintain during the life of this Contract such bodily injury liability insurance and property liability insurance as shall protect it and the County from claims for damage, which may arise from operations under this Contract, in the amounts of not less than \$1,000,000 per accident plus \$4,000,000 umbrella clause.

11. Indemnification:

The System hereby assumes liability for and agrees to protect, hold harmless, and indemnify the County and the County's officers, employees, agents, and assigns from any and all claims, losses, liabilities, damages, lawsuits, actions, penalties, and legal fees and expenses, of whatever kind and nature, imposed on, incurred by, or asserted against the County and its employees, officers, agents and assigns in any way relating to or arising out of any of the following: Any act or failure to act of any officer, director, employee, or

agent of System; and any injury to any person, loss of life, or damage to or destruction of property arising out of or relating to the operation of System's service. The County agrees to promptly notify the System in writing of any claims or liability which System believes to be covered under this paragraph.

12. Terms:

The terms of this Contract shall be from the 1st day of October 2024 through the 30th day of September 2025. The Contract may be renewed upon such terms and such time as is agreed upon by both parties.

13. Modification of Contract:

This Contract constitutes the entire agreement between the parties. Any proposed change in this Contract shall be submitted to the other party for its approval. No modification, addition, deletion, etc. to this Contract shall be effective unless and until such changes reduced to writing and executed by authorized agents of each party.

14. Contract Documents:

Each of the following described contract documents, copies of which are attached hereto or incorporated hereto or incorporated herein by reference, form a part of this Contract. Exhibit A- List of Vehicles and Exhibit B - Certification of Insurance

15. Section Heading:

The Section Heading of this Contract are for convenience only and in no way define, limit, or describe the scope or intent of this Contract.

16. Termination of Contract:

- a. The County may terminate this Contract at any time for cause or convenience provided that it gives written notice of sixty (60) days to System of such termination, which shall specify the effective date of such notice. In the event

of such termination, System shall be compensated for allowable costs through the date of written notification from the County to terminate.

b. System may at any time, by giving sixty (60) days written notice specifying the effective date, terminate this contract for cause. Cause may include, but shall not be limited to the following which is listed by way of illustration and not by way of limitation:

1. Failure by the County to provide payment in a timely and proper manner; and
2. Any substantial increases in business operating expense to System.

17. Conflict of Interest:

System agrees that it presently has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. System further agrees that in the performance of this Contract, no person having any such interest shall be employed.

18. Interest of Public Officials:

No member, officer, or employee of the County or of a local public body during his tenure or for one (1) year thereafter, shall have any interest, direct, indirect, in this Contract or the proceeds thereof; however, County drivers may be used as drivers or maintenance.

19. Covenant Against Contingent Fees:

System warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for System, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employee working solely for System, any fee, commission, percentage, brokerage fee, or other considerations, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County shall have the right

to annul this agreement without liability, or at its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

20. Fair Employment Contracting Act:

System, its agents, employees, assigns or successors, and any persons, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act (Sec. 2.1-374 through Sec. 2.1-376 of the Code of Virginia, 1950 as amended), the terms of which are incorporated herein by reference.

21. Equal Employment Opportunity:

During the performance of the Contract, the System agrees as follows:

1.a. The System will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the System. The System agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

2. The System shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

3. During the performance of this Contract, the System will:

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

- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the System's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- c. State in all solicitations or advertisements for employees placed by or on behalf of the System that the System maintains a drug-free workplace; and
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

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

4. In the event of the System's noncompliance with this section of this Contract, this Contract may be cancelled, terminated or suspended, in whole or part, and the System may be declared ineligible for further contracts and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

22. Disadvantaged Business Enterprise:

The System, its agents, employee, assigns, or successors, and any persons, firm, or agency of whatever nature with whom it may contract or make agreement in connection with this agreement, will cooperate with the County in meeting its commitments and goals with regard to the maximum practicable opportunity to complete for subcontract work under this contract.

23. Motor Vehicle Safety Standards:

System is responsible for ensuring that the motor vehicles will comply with the motor vehicle Safety Standards as established by the United States Department of Transportation and with the Motor Vehicle Standards of Code of Virginia (Title 46.1)

24. Non-Waiver:

The failure of the County at any time to insist upon a strict performance of any of the terms, condition, and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.

25. Payment Disputes:

A. The County shall notify the Contractor in writing of any problem which could prevent payment by the payment date.

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

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

C. The System shall provide its federal employer identification number to the County.

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

E. Interest shall accrue at the legal rate.

F. The System shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

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

26. Conformance with Law:

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

27. Modifications and Extensions of this Contract:

No modification of any of the terms of this Contract, nor any extension of the length of time allowed for the completion of the work governed by this contract, shall be valid without the advance written approval of the Tazewell County Board of Supervisors.

28. Claims:

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

29. Choice of Law:

This Contract shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Tazewell County shall be the proper venue for any litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction.

30. Force and Effect:

If any provisions of the Contract shall be deemed by a court of competent jurisdiction to be invalid, the remainder of this Contract shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the County and System have executed this agreement as of the date first above written.

**Four County Transit-Appalachian
Agency for Senior Citizens, Inc**

By: 
Brian Beck, Chief Executive Officer

Date: 8/20/2024

County of Tazewell, Virginia

By: 
**C. Eric Young, County Administrator for
Tazewell County**

Date: 8/23/2024

By: _____
**Andy Hrovatic, Chairperson of
Tazewell County Board of Supervisors**

Date: _____



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)

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

Susan Reeves
728 Fincastle Tnpke
Tazewell, VA 24651
276-970-1780

07-01-2024 06-30-2026

Beth Takach
279 Richardson Drive
Tazewell, VA 24651
(Filled the expired term of Tammy Allison)

07-01-2023 06-30-2025

EASTERN

Lee Riffe
215 Hockman Pike
Bluefield, VA 24605
304-320-9746

07-01-2022 06-30-2024

leer17@verizon.net
(replaced the expired term of Michael A. Brown)

David Comer
1046 Virginia Ave.
Bluefield, VA 24605
276-245-6065

07-01-2024 06-30-2026

NORTHERN

Dedra Cox
263 Mission Church Road
Bluefield, VA 24605
304-320-4353
dedracox38@yahoo.com

07-01-2023 06-30-2025

(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 07-01-2024 06-30-2026
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

WORKFORCE INVESTMENT BOARD

Kyle Cruvey, Member
(CLEO representative)
2689 Dry Fork Rd.
North Tazewell, VA 24630
(Replaced Maggie Asbury)

Will & Pleasure of the Board

Pursuant to Virginia Code 2.2-2670 - 2.2-2674.1