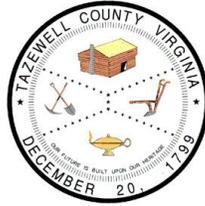


TAZEWELL COUNTY BOARD OF SUPERVISORS REGULAR MEETING



September 9, 2025 – 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 5, 2025 	4
4:05 pm	<p>6. 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)</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 approving payment to Pocahontas Land Company for ATV trail easement in the amount of \$2,500.00 from contingency D. Declare surplus one (1) 9mm Glock service weapon from the Sheriff's Office, serial CBKA910 and sell same to retiring Deputy Michelle Conklin for \$1.00 pursuant to Virginia Code Section 59.1-148 E. Declare surplus one (1) 9mm Glock 47 service weapon from the Sheriff's Office, serial CBKA929 and sell same to retiring Lieutenant Brian Triplett for \$1.00 pursuant to Virginia Code Section 59.1-148 	16 17 18 19
4:10 pm	<p>7. Special Presentations Department of Wildlife Resources (DWR) regarding bear control</p>	

4:30 pm	8. Department Reports <ul style="list-style-type: none"> ▶ Kenneth Dunford – Engineering Report <ul style="list-style-type: none"> • Consider accepting low bid for Route 16 billboard. 	*
5:00 pm	9. Executive/Closed Meeting - Pursuant to Virginia Code Section 2.2-3711 <ul style="list-style-type: none"> ▶ A(29) Contract negotiations regarding Leachate Design Contract with Schnabel. ▶ A(5) Discussion regarding the location or expansion of a business when incentive bargaining is involved regarding project RESORT ▶ A(29) Contract negotiations regarding PSA agreement for project JONAH ▶ A(7) Legal consultation regarding TCVFD ▶ A(7) Legal consultation regarding potential claim by Nicholas Richmond 	
6:30pm	10. Public Hearings <ul style="list-style-type: none"> ▶ Public hearing regarding an ordinance to amend the 2023 Comprehensive Plan to include certain road improvements in Amonate ▶ Public hearing regarding application to DHCD for a grant for Leachate Tank construction at the Landfill 	20
7:00pm		
7:15 pm	11. 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.	
7:20 pm	12. Citizen Comments – Unscheduled (Two (2) minutes per speaker)	
7:30 pm	13. Administrative/Financial/County Projects Update <ol style="list-style-type: none"> 1. Robert Duff - Personalized Drawings 2. Consider renewing Merchant McIntyre contract for one year at the same fee as 2018 3. Consider renewing the Merchant McIntyre Grant Representation Agreement 4. Consider approving AASC Four County Transit Contract for FY26 5. Baptist Valley Convenience Center Lease 6. Abbs Valley Sewer Project 7. Consider declaring surplus and disposing of certain office items in the courthouse 8. School board facilities funding request 9. Consider advertising to borrow up to \$5m for construction costs: {leachate tank at the landfill; repair and renovation of existing fire stations; construction of a new fire station; road improvements and water and sewer improvements} 10. Debt reimbursement resolution 11. Consider ratifying a poll to donate \$2,5000 from the Northwestern District and \$2,500.00 from the Western District to the Cedar Bluff Fall Festival payable to the town of Cedar Bluff 	23 24 31 42 44 56

	<p>12. Consider ratifying poll to extend SVCC scholarship programs for students enrolled as of September 1st, even if they missed May 1st application deadline</p> <p>13. Consider Commissioner of Revenue request to abate erroneous tax assessment of \$9,288 for LCTA Investments.</p> <p>14. Flood grant update</p> <p>15. Cavitt's Creek grant update / CPROP application</p> <p>16. Landfill tire update</p>	58
8:30 pm	<p>14. <u>Board Concerns</u></p> <p>Supervisor Presley:</p> <p>▶</p> <p>Supervisor Plaster:</p> <p>▶</p> <p>Supervisor Cruvey:</p> <p>▶</p> <p>Supervisor Gillespie:</p> <p>▶</p> <p>Supervisor Hrovatic:</p> <p>▶</p>	
8:45 pm	<p>15. Executive/Closed Meeting – Pursuant to Virginia Code Section 2.2-3711 (if needed)</p> <p>▶ A()</p> <p>▶ A()</p> <p>▶ A()</p>	
8:50 pm	Return/Certification/Report of Action (if necessary)	
8:55 pm	16. Other business as may properly come before the Board	
9:00 pm	<p>17. Adjourn</p> <p>18. The meeting is adjourned until Tuesday, October 7, 2025 at 4:00 p.m.</p>	

VIRGINIA: AT THE REGULAR MEETING OF THE TAZEVELL COUNTY BOARD OF SUPERVISORS HELD AUGUST 5, 2025 AT FOUR O'CLOCK P.M. IN THE TAZEVELL COUNTY ADMINISTRATION BUILDING, 197 MAIN STREET, TAZEVELL, VIRGINIA 24651

PRESENT: AARON GILLESPIE, CHAIRMAN
KYLE CRUEY, VICE-CHAIRPERSON
ANDY HROVATIC, MEMBER
CHUCK PRESLEY, MEMBER
SHANNA PLASTER, MEMBER
C. ERIC YOUNG, COUNTY ADMINISTRATOR
STEPHANIE RUSSELL, EXECUTIVE ASSISTANT
MEMBERS OF THE PRESS:
JIM TALBERT, BLUEFIELD DAILY TELEGRAPH
WARREN HINKLE, THE VOICE

ABSENT: None

MINUTES

Chairman, Aaron Gillespie, called the regular meeting to order and presided with all members present.

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

The Chairman 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/deletions to the agenda.

Upon motion of Supervisor Cruey, 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 August 5, 2025 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

County Administrator Eric Young notified the Board of a revision to the June 27, 2025 meeting minutes. The addition was noted in red under the Consent Calendar which required approval of Supplemental Appropriations for the following funds for fiscal year 2025 due to expenses exceeding authorized appropriations: Coal Severance Fund: \$169,500; Law Library Fund: \$5,075; Coal Road Economic Development Fund: \$45,165.

Upon motion of Supervisor Cruey, 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 revised minutes from the June 27, 2025 meeting. A copy is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

CONSENT CALENDAR

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 items A, B and C, of the Consent Calendar. 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. 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 approving \$9,000 from Western District Capital Funds for repairs to Caleb Hollow Road

**Consent Calendar Items
August 5, 2025 Meeting**

Source	Check #	To Acct	Amt	Description
Anonymous		7301-3099	\$ 20.00	Donation for library
CMCS	248732	31020-1150	\$ 1,068.42	Reimbursement for overtime for CITAC officers.
Natasha Hunt	5029	73010-1150	\$ 200.00	Payroll reimbursement
Cecil Gillespie	1098	7301-6012	\$ 1,000.00	Donation for library
Regina Roberts		7301-3099	\$ 400.00	Donation for library
VAcorp	662798	31020-8105	\$14,763.00	2019 Ford Explorer VIN 4429 – total loss
VAcorp	664937	31020-6009	\$ 2,672.66	Luke Deel’s deer accident
VAcorp	664939	31020-6009	\$ 291.23	James Crigger’s windshield
VAcorp	663078	31020-8105	\$18,883.00	Ins. – Total loss 2020 Ford Explorer; VIN 7942

Care Center	3265	31020-5510	\$ 102.00	Travel reimbursement – Michelle Conklin
Care Center	3264	31020-5510	\$ 102.00	Travel reimbursement – Andrew Layne
Freedom Ford	1237	31020-6009	\$ 2,634.23	Reimbursement for warranty
Dominion Auto	11569	31020-6009	\$ 1,165.00	Sale of 2011 Chev Traverse
Felicia De Courcy	16186	31020-6010	\$ 30.00	Donation for police supplies
New People	066999	31020-6010	\$ 5,400.00	Sponsor – DARE t-shirts
Consolidated Steel	81314	31020-6010	\$ 500.00	Donation for the Motor Squad

DEPARTMENT REPORTS

Engineering – Kenneth Dunford

Landfill – Paving Estimate for Boissevain Transfer Station

Mr. Dunford stated that Supervisor Cruey had requested an estimate to pave the Boissevain Transfer Station in order to fix the potholes. Mr. Dunford notified the Board his department had ran the estimate internally and believe it will cost around \$17,000. Supervisor Cruey said he would have to check his Capital Improvement Fund balance to see if he could pay the paving cost. County Administrator Eric Young advised he would check with our Finance Director regarding Supervisor Cruey’s balance. Supervisor Hrovatic suggested that it may qualify for AML funding as well.

Eric Young, County Administrator then inquired about the Lynn Hollow Transfer Station which he believed to be in comparable if not worse shape. Mr. Dunford said he would work on that estimate and report back to the Board.

Cedar Bluff Transfer Station

Mr. Dunford announced the advertisement for construction on two (2) spaces will run in the newspaper on August 6, 2025. We will then have a pre-bid meeting approximately two (2) weeks thereafter. Mr. Dunford stated he hopes to have all the bids in and reviewed by the September meeting. Mr. Dunford further stated he did have a survey completed and was pleased to report the County actually owns more property at that site than originally thought.

Boissevain Transfer Station

County Administrator Eric Young interjected that Ms. Matney had responded to his text and the Northern District had a total of \$49,802.00 in its Capital Improvement Fund. Supervisor Cruey then advised he would like to make a Motion to transfer \$17,000 from his Capital Improvement Fund to pave the Boissevain Transfer Station. The Motion was 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 transferring \$17,000 from the Northern District’s Capital Improvement Fund to the Landfill Fund to cover the cost of paving.

Shamrock Street, Sparrow Street and Songbird Lane

Mr. Dunford provided the Board a status update on Shamrock Street, Sparrow Street and Songbird Lane in Falls Mills, Virginia. Mr. Dunford explained he prepared an estimate at the Board's request and in order to fix the drainage issue it was going to be roughly \$97,000.

County Administrator Eric Young inquired if the project could be completed in phases? Mr. Dunford replied it was possible, but it would not stop the citizen complaints until the entire project was completed. Mr. Dunford advised there were probably 10 to 15 homes that were currently affected by the drainage issues. Supervisor Cruey advised that the drainage issues also affect many more citizens who travel the road since the water actually pools up on the main road through Falls Mills. Mr. Dunford agreed and clarified we actually have a lot of these types of roads with drainage issues throughout the County, namely "Buckhorn Road where I just spent \$2,900.00 two (2) weeks ago and it already needs work again", he said.

County Administrator Eric Young advised the Board that discussions had been had in order to use the Coal Severance Tax money on fixing the drainage issues along these roads throughout the County. Mr. Young suggested Mr. Dunford incorporate these expenses into his budget ask from the Coal Severance Committee for next year.

Supervisor Cruey also suggested using money from the Contingency Fund to cover the costs. Supervisor Plaster interjected that it was very early in the year to have such a big expenditure. Supervisor Hrovatic mentioned he also had roads such as this in his district, Caleb Hollow Road being among them. Supervisors Plaster and Presley agreed that phasing this project in stages would be a better solution at this time. Eric Young, County Administrator, asked Mr. Dunford if he did have the \$97,000, as requested would he put it into those roads first? Mr. Dunford replied, "No, there are worse roads with drainage issues I would put the money into before".

Mr. Dunford and County Administrator Eric Young discussed preparing a plan for the worst five (5) roads and bringing it back to the Board for discussion in September.

Bridge Inspections

Mr. Dunford advised the Board that the three (3) bridge inspections had been completed. Mountain Road; which is a county-maintained road, received Fair condition. The bridge at Fincastle Farms had been replaced by VDOT a few years ago and showed no deficiencies. The bridge on Sage Hill Road is a little complicated, this is not a county-maintained road. However, around 2001 the County took in roads in that area and the bridge is used to access those roads.

County Administrator Eric Young concurred and explained to the Board that every year the County sends a letter to the residents in that area who use the bridge along with a copy of the engineering report. The letter states it is not a county-maintained road / bridge and also lists the current issues and/or problems. In 2011, the bridge had major structural issues and at some point, it is going to be a problem, right now the cost to replace would be around \$750,000. In addition, Mr. Young and Mr. Dunford agreed a sign should be posted advising everyone that it is a private bridge.

Supervisor Gillespie inquired if this was a situation wherein, we could use the Safe Streets program? Mr. Dunford said he did not believe so as this was a private road. Mr. Young replied we may be able to get grant money for the bridge, if the County took the bridge. However, if we take the bridge and cannot get grant money, the County would have to pay for the repairs.

IT Equipment

Mr. Dunford requested that the Board review his attached surplus list of old IT hardware and declare these items surplus so that he may place the items on the auction website. Mr. Dunford explained these were old items that the County no longer has a need for.

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 Mr. Dunford's request to surplus the IT hardware items listed and place those items for sale on the website. A copy of the list is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Airport

Mr. Dunford notified the Board that the Engineering Department had received a quote back for the sink hole repair at the Tazewell County Airport. The low bidder came in at \$22,630.00 to make those repairs. County Administrator Eric Young stated there may be aviation grant money available to pay for the repairs. Supervisor Hrovatic agreed the grant money was definitely something that should be explored. Mr. Young said he would reach out to Jim French at the Airport to discuss the matter further.

Paving

Supervisor Hrovatic inquired how was the paving coming along. Mr. Dunford stated one (1) lot had been completed thus far, but everything was coming along on schedule.

SPEARHEAD TRAILS PRESENTATION

Steve Pike

Steve Pike gave a short presentation for Spearhead Trails. Mr. Pike provided a handout showing the current ATV trails along with future expansion projects he is currently working with the County to complete. A copy is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Mr. Pike stated the future trail expansion project would add a minimum of an additional 37 miles to the ATV trails once the Stevenson tract was acquired, which means an approximate 61% increase. Mr. Pike further stated that eventually the trails would reach out to link up with the Hatfield and McCoy ATV trails.

Mr. Pike advised the Board that current tourism has seen groups coming from Iowa and Arkansas and that Virginia Tech completed a study and found that the ATV trails in Pocahontas are rated in the top three (3) ATV trails in the State.

Supervisor Presley asked for the Board to receive updated maps every six (6) months or so to keep the Board updated on progress and future projects. Mr. Presley went on to express he was quite pleased with the progress. Supervisor Cruet echoed the sentiment and thanked Mr. Pike along with Spearhead Trails for all the great things they have done for the area, especially in the Northern District for the Boissevain, Abbs Valley and Pocahontas areas.

EXECUTIVE/CLOSED MEETING – 4:50 pm

Due to the second Executive Session only having one personnel matter to discuss, County Administrator Eric Young asked that the Board move that matter to the first Executive Session therefore eliminating the need for a second session.

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, the Board hereby moves the personnel matter to the current meeting and 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(7) Legal consultation regarding the Landfill Construction Contract
 - ▶ A(29) Contract Negotiations with the Town of Richlands on the PSA water contract
 - ▶ A(29) Negotiations with Pure Salmon on Jonah Water Use Agreement
 - ▶ A(3) Property acquisition regarding Pocahontas ATV trail
 - ▶ A(7) Legal consultation regarding Lexcite case
 - ▶ A(8) Legal consultation regarding the legal status of Volunteer Fire Departments
 - ▶ A(1) Personnel – County Attorney position

RETURN/CERTIFICATION/REPORT OF ACTION – 6:24 pm

The Board of Supervisors returned to public session and Chairman Cruey 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 votes 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: One (1)

ACTION FOLLOWING EXECUTIVE SESSION

ATV Trail Property Acquisition

Upon motion of Supervisor Cruey, 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 voting against the same, the Tazewell County Board of Supervisors hereby approves acceptance of the Shott Foundation Grant in the amount of \$160,000.00 in order to purchase the Stevenson tract being parcel 011A0053A, containing approximately 35 acres for the Pocahontas ATV trail system and authorize the purchase of said parcel for that amount.

SPECIAL PRESENTATIONS

VDOT project adjustment

Jeff Buchanan with VDOT provided a short presentation in reference to changes in the secondary system of State Highways due to construction on Route 602, namely Pleasant Hill Church Road. Mr. Buchanan provided a map of the construction area as reference which is also found on page 26 in the agenda packet. A copy is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Mr. Buchanan explained that the project began back in 1995. However, due to a bridge being taken out certain adjustments were required. VDOT is requesting that the Board approve a Resolution to vacate the following routes which are highlighted in blue on the map being: .11-miles from A to F; G to H .04-miles; and vacating E to D .02-miles.

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 voting against the same, the Tazewell County Board of Supervisors hereby approves the Resolution for Highway system changes resulting from the construction of Virginia Department of Transportation project 0602-092-P51, M502, B634 (UPC 13010). A copy of the Resolution is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Mr. Buchanan also gave a short update on VDOT's work from the February flood. Mr. Buchanan stated they were patching potholes and completing asphalt overlays. However, due to the weather VDOT was currently behind schedule.

County Administrator Eric Young spoke about citizen complaints regarding the steep curves in Abbs Valley. Mr. Young stated he thought that possibly back in 2010-2011 there had been a plan to address those curves. However, due to funding issues, the project was not completed. Supervisor Cruey agreed that the curves in question were very sharp and with the increase in tourism another look at the project. Mr. Buchanan replied he would pull safety data and cost estimates and report back to the Board. Mr. Buchanan and Mr. Young spoke briefly on possible grant ideas and revenue sharing in order to fund the project.

Supervisor Cruey asked about the mowing schedule, specifically for the Abbs Valley area. Mr. Buchanan expressed the mowing schedule was on track and he knows for sure at least the first mowing cycle had been completed and believes the second cycle should be underway shortly.

Camp Joy

Robin Boyd from Clinch Valley Community Action; filling in for Liz Lester, provided a short presentation to the Board regarding current construction updates already completed at Camp Joy. Ms. Boyd stated all of

the work had been done using a private donation and included two (2) new cabins, electrical and roofing repairs to the shelter, fixing water lines, filling in the pool and improvements to the playground.

CVCA requested an \$85,000 donation from the Board in order to purchase two (2) new cabins for Camp Joy. The donation would also cover the set-up, electrical and water costs as well.

The supervisors briefly discussed the donation request. However, since the new budget for FY26 had just recently been approved and implemented the cost had not been figured. Ms. Boyd asked that they possibly keep the request in mind for next year's budget. County Administrator Eric Young agreed to add the request to next year's budget agenda.

CITIZEN COMMENTS - SCHEDULED

Robert Duff, Sr. – Tazewell, Virginia

Robert Duff a local artist came before the Board to inquire about his personalized drawings of local high schools which the Board previously purchased for upcoming high school graduates. Currently, the cost would be \$3,866, to cover drawings of all three (3) high school for the students. Mr. Duff provided each Board member with a yearly planner/calendar which included some of his artwork.

Upon requests from the Board, the Chair tabled this request until the September 9, 2025 meeting.

CITIZEN COMMENTS - UNSCHEDULED

Jim Talbert – Tazewell, Virginia

Mr. Talbert wanted to introduce the Board to Bethany Eskell who is currently job shadowing him. Ms. Eskell is a journalism major at Bluefield University.

ADMINISTRATIVE/FINANCIAL/COUNTY PROJECTS UPDATE

Storm recovery update

FEMA/VDEM/DHCD

County Administrator, Eric Young, explained that the County had received their check from FEMA in the amount of \$337,000.00 for the leachate haul from Hurricane Helene. We have an application pending with them for \$200,000.00 for leachate we had to haul during the President's Day flood event. We also have submitted an application with them for \$321,000.00 to cover the costs for diverting waste from the landfill when it was damaged by the storm. We have also received some money for damage to our roads.

According to Young, the County has eighteen (18) months from the storm in order to submit requests.

DHCD Individual relief grant

Young continued by saying the DHCD flood grant has received a total of twenty-six (26) applications as of today. We have one (1) that is ready to go to DHCD and should have another ten (10) ready to submit by the middle of the month, Young said.

Mr. Young said we have had two (2) community meetings thus far, one in Bluefield and one in Richlands. We will probably have another round of meetings before the window closes.

Supervisor Plaster injected she believed we needed to advertise a little more and get the word out to citizens on what they need to do. County Administrator Mr. Young agreed and said another round of advertising would be done.

Opioid Litigation – Purdue/Sackler

Mr. Young stated, we have received settlement documents from Purdue and Sackler. He said, “there is a summary in the agenda packet on page 32 which outlines everything. Our outside counsel, Eric Barton with Cartwell and Wagstaff, handles this matter on behalf of the County and his recommendation is that we opt in and approve these two (2) settlements. Therefore, I am asking the Board to do so”.

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 approves the two (2) settlements with Purdue and Sackler.

Curves on Abbs Valley Road

This matter was addressed earlier in this meeting.

Approve \$64,064.90 from Opioid Abatement Funds

Mr. Young stated the Opioid Abuse Abatement Committee recommended funds in the amount of \$64,064.90 to purchase a Life Pack35 Heart Monitor for the Tazewell County EMS. Mr. Young said should the Motion should be approved subject to legal review and reach out to the OAA to make sure it fits within the scope of the settlement.

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 approves the \$64,064.90 purchase of the Life Pack35 Heart Monitor for the Tazewell County EMS using Opioid abatement funds, subject to legal review.

Cumberland Plateau Regional’s Hazard Mitigation Plan

Young reported that Cumberland Plateau Planning District Commission has developed their 2025 Hazard Mitigation Plan. They are required by the State to do this periodically. The plan must be approved by the supervisors.

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 Cumberland Plateau Planning District Commission’s 2025 Regional Hazard Mitigation Plan as presented.

Consider surplus of 2013 Chevrolet Traverse

The Sherriff’s Department would like to surplus a 2013 Chevrolet Traverse; VIN 1GNKVGKD4DJ114352, which has electrical issues, Young said.

Upon motion of Supervisor Gillespie seconded by Supervisor Plaster and adopted by a vote of 4 to 0, with all members present and Supervisor Cruey abstaining and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves to surplus the 2013 Chevrolet Traverse.

Consider surplus of 2009 GMC Yukon

Young continued the Sherriff’s Department would like to surplus a 2009 GMC Yukon; VIN 1GKFK33089R126072, which has 175,000 miles and is in disrepair.

Upon motion of Supervisor Gillespie seconded by Supervisor Plaster and adopted by a vote of 4 to 0, with all members present and Supervisor Crucey abstaining and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves to surplus the 2009 GMC Yukon.

Van for Litter Pick-up

Mr. Young stated the Sherriff's Department currently has a van they use to transport inmates for litter pick-up which is having some serious issues. I plan to shop around and may come back to the Board next month for a funding request.

Tazewell High School Band Boosters – Funding Request

The Tazewell High School Band Boosters have submitted a funding request for \$1,000.00 for instrument repairs and travel expenses for 80 kids.

Upon motion of Supervisor Gillespie, 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 approves \$700.00 from the Southern District fund.

Tazewell Youth Football League – Funding Request

The Tazewell Youth Football League has submitted a funding request.

The chair deferred this matter to the September 9, 2025, meeting.

TRIAD – Funding Request

TRIAD has submitted a funding request for \$500.00 for Senior Safety Day.

Upon motion of Supervisor Crucey, 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 \$500.00 from the contingency fund payable to AASC for TRIAD's Senior Safety Day.

Regional Jail Update

The Administrator reported that we had an outside study done by Davenport Financial Services as to whether we should draw down Regional Jail reserves based upon a request from Dickenson and Russell Counties. Davenport recommended that we do not. Currently, our policy is to keep between 25% and 30% of our operating costs in reserve. The Regional Jail has 29% of operating costs in reserve. We came to the conclusion that instead of drawing the reserve down we would not contribute next year. Should inflation continue as it is, it should decline from 29% to be around 26% - 27%.

Young advised we also received our final reconciliation from the jail. He reminded the Board of the generator repairs, HVAC issues and roofing repairs we needed to complete. We had the budget reflect those costs since we would pay that out of pocket. However, when we financed the needed repairs the cost in FY25 was reduced. So we will be getting \$1,044,000.00 back. We had budgeted to get back \$750,000.

FOIA Requests

Our current policy is if the charge is less than \$10.00, we do not charge, nor do we charge the press. However; Mr. Young said, we have been getting serial requests in portions so the requestor does not exceed the \$10.00 limit and therefore they do not have to pay anything. I suggest we limit that to \$10.00 per resident per year.

After a brief discussion the Board decided to leave the policy as is and revisit with monthly updates for a few months to track how many requests and who requested the material.

Approval of Cumberland Mountain Community Services FY 25-26 Budget / Performance Contract

Cumberland Mountain Community Services (CMCSB) has submitted their fiscal year 25-26 Budget and Performance Contract for approval. The plan is rather extensive and can be found on their website at <https://www.cmcsb.com> then scroll down to "FY 25-26 Budget/Performance Contract". Once on this link you will see all of the exhibits that make up the Plan.

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 Cumberland Mountain Community Services FY25-26 Budget/Performance Contract.

Community Facilities Building Health Safety Complaints

Mr. Young addressed complaints about the Community Facilities Building. He said, "I recently toured the building in question and found no issues, the air was clean and cool and I did not see any signs of mold". The breaks in the sheet rock shown in the complainants' pictures have been there approximately six (6) years, according to David Taylor. On the opposite side of the wall a pipe leaked six years ago and the sheet rock cracked. They had a cleaning crew come in and they did not recommend replacing the sheet rock. Additionally, the HVAC unit was just recently replaced. The original plans for the building were approved by the Health Department.

Consider approving an additional expenditure of \$35,000.00 from contingency for Sheriff's Office body cameras, software support and data storage

The Sherriff's Department has requested an additional \$35,000 from contingency for body cameras, software support and data storage.

Upon motion of Supervisor Plaster seconded by Supervisor Gillespie and adopted by a vote of 4 to 0, with all members present and Supervisor Cruvey abstaining and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves \$35,000 from the contingency fund for body cameras, software support and data storage for the Sherriff's Department.

Other

The Meals Tax went into effect July 1st, but it will probably be the end of September before we receive anything.

There will be a free rabies clinic for dogs and cats held on August 30, 2025 at the Tazewell County Animal Shelter. This is the young man, Clay Yearians, who presented his Eagle Scout project at last month's Board meeting and you granted his donation request.

County Administrator Eric Young stated he recently attended a conference in DC for the pandemic response. While there Mr. Young expressed his amazement by the use of AI and hoping to stay with the current times requests that the Board allow him to form a committee with various department heads to explore how the County may benefit by using AI. The Board gave their approval to Mr. Young.

Appointments

Cumberland Plateau Housing Authority

There was a typo in last months' Appointments wherein Ramona Simmons term expiration was listed as 2025 and the Board voted unanimously to reappoint Ms. Simmons. However, upon further research Ms. Simmons' current term is not up until 2026.

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 voting against the same, the Tazewell County Board of Supervisors hereby rescinds the vote to appoint Ramona Simmons to serve on the CPHA since her current term has not expired.

Planning Commission

The Chairman directed that this matter be deferred to the September 9, 2025 meeting.

Library (resignation of Connie Bailey)

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 voting against the same, the Tazewell County Board of Supervisors hereby approves the vote to appoint Karla Kurtz to the library board.

ADJOURN

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 voting against the same, the Tazewell County Board of Supervisors hereby recesses until Tuesday, September 9, 2025 at 4:00 pm.

A copy teste:

Aaron Gillespie, Chairman

WARRANTS

Sept 2025

Payroll

Ordered that ADP direct deposits & warrants totaling \$ 359,731.25 from the General, covering net payroll, for the various County agencies, for the period ending July 31, 2025, be approved.

Ordered that ADP direct deposit & warrants \$366,897.36 from the General Fund, covering net payroll, for the various County agencies, for the period ending August 15, 2025 be approved.

Accounts Payable/Payroll Deductions

Ordered that Warrant Nos 507996-508080 and electronic transfers (ACH) totaling \$ 812,733.51 from the General, landfill Enterprise, Capital Outlay, Law Library, and CARES funds covering operating expenses for the various County agencies issued July 25, 2025 be approved.

Ordered that Warrant Nos 508081-508088 and electronic transfers (ACH) totaling \$ 702,358.43 the General, covering payroll deductions for the various County agencies for the period ending July 31, 2025 be approved.

Ordered that Warrant Nos 508089-508176 and electronic transfers (ACH) totaling \$2,668,341.24 from the General, Landfill Enterprise, Capital Outlay, Law Library, and CARES funds covering operating expenses for the various County agencies issued August 10, 2025 be approved.

Ordered that Warrant Nos. 508177-508184 and electronic transfers (ACH) totaling \$ 191,927.29 from the General, covering payroll deductions for the various County agencies for the period August 15, 2025, be approved.

Handwritten

Ordered that Warrant No 802278 totaling \$ 10,000.00 from the General, Landfill Enterprise, Capital Outlay, and Law Library, covering operating expenses for the month of July 2025, be approved.

8-27-2025

**Consent Calendar Items
September 9, 2025 Meeting**

Source	Check #	To Acct	Amt	Description
Natasha Hunt	5030	7301-1150	\$200.00	Payroll reimbursement
Natasha Hunt	5031	7301-1150	\$200.00	Payroll reimbursement
Natasha Hunt	5032	7301-1150	\$565.00	Payroll reimbursement
Kings Vineyard Ministries	3353	31020-5520	\$300.00	Donation for Sheriff's Office
Dominion Auto Auction	11603	31020-6009	\$1,265.00	2013 Ford (VIN 1FAHP2M8XDG124421)
E-Rate Reimbursement	ACH	7301-5230	\$1,511.57	Library
Donna M. Sayman	2405	7301-3099	\$100.00	Donation for Library
Johnny & Laura Calle	2788	31020-6001	\$25.50	Invoice 2025-2 Sheriff's Office
VAcorp	670087	31020-8105	\$1,430.00	Inland Marine Claim – 2020 Ford Interceptor
VDEM		35600-8109-12	\$2,370.19	EDI - FY25PEP-Grant
Courthouse Retrieval System	108264	12090-6001	\$250.00	Release of Tazewell County's real estate records to CRS Data4
Kofile		21060-6021	\$18,576.00	LVA Records Grant – Preservation of Deed Books
Town of Pocahontas General Fund	4021	32010-8109-1	\$15,000.00	Abbs Valley VFD #2 Capital Outlay

Fwd: Weapon Surplus

1 message

Eric Young <eric.young@tazewellcounty.org>
To: Stephanie Russell <stephanie.russell@tazewellcounty.org>

Fri, Aug 22, 2025 at 9:44 AM

Thanks.

----- Forwarded message -----

From: 2501 - Sheriff Brian Hieatt <Brian.Hieatt@tcsova.org>
Date: Fri, Aug 22, 2025 at 9:28 AM
Subject: Weapon Surplus
To: Eric Young <eric.young@tazewellcounty.org>

Mr. Young,

Sergeant Michelle Conklin with the Detective Division has filed for retirement and will leaving that position on September 30th. She has been a great asset to this county, especially the children, as her work focused mainly on child sexual abuse. As in the past and allowed under Virginia Code 59.1-148 for retiring officers I would like to request the surplus of the following weapon and allow it to be purchased for \$1.00.

The weapon is a 9mm Glock with Serial Number CBKA910.

Sheriff Brian L. Hieatt

Tazewell County Sheriff's Office

Office : 276-988-1150

Fax: 276-988-5790

--
C. Eric Young, Esq.

Tazewell County Administrator
197 Main Street Tazewell, Virginia 24651
276-385-1208

Fwd: Surplus Weapon (2)

1 message

Eric Young <eric.young@tazewellcounty.org>

Thu, Aug 28, 2025 at 4:46 PM

To: Stephanie Russell <stephanie.russell@tazewellcounty.org>

Please add this to the consent calendar just like the other weapon we did earlier. Thanks.

----- Forwarded message -----

From: **2501 - Sheriff Brian Hieatt** <Brian.Hieatt@tcsova.org>

Date: Thu, Aug 28, 2025 at 3:18 PM

Subject: Surplus Weapon (2)

To: Eric Young <eric.young@tazewellcounty.org>

Mr. Young,

I was just made aware of another employee who is retiring – Lieutenant Brian Triplett filed for retirement and will leaving that position in October. He has been a great asset to this county, with over 20 years with Sheriff's . As in the past and allowed under Virginia Code 59.1-148 for retiring officers I would like to request the surplus of the following weapon and allow it to be purchased for \$1.00. I apologize – I would have sent this with Michelle's but I was just made aware.

The weapon is a 9mm Glock 47 with Serial Number CBKA929.

Thank you

Sheriff Brian L. Hieatt

Tazewell County Sheriff's Office

Office : 276-988-1150

Fax: 276-988-5790

C. Eric Young, Esq.

Tazewell County Administrator

197 Main Street Tazewell, Virginia 24651

276-385-1208

Notice of Public Hearing

TAZEWELL COUNTY BOARD OF SUPERVISORS
AN ORDINANCE TO AMEND

THE 2023 TAZEWELL COUNTY COMPREHENSIVE PLAN

PLEASE TAKE NOTICE that the Board of Supervisors of Tazewell County, Virginia ("the Board"), will conduct a public hearing on September 9, 2025 at 6:30PM, or as soon thereafter as may be heard, at the Tazewell County Administration Building, at 197 Main Street, Tazewell, Virginia 24651, and hereby gives notice of its intent to consider and adopt An Ordinance to Amend the 2023 Tazewell County Comprehensive Plan.

Pursuant to Sections 15.2-2204 et seq. of the Code of Virginia, the Board will hold a public hearing to consider amending the 2023 Tazewell County Comprehensive Plan as recommended by the Tazewell County Planning Commission at its meeting on July 10, 2025, to add the following to Section IV Transportation Part I Subpart 1.4 Future Projects:

Tazewell County remains committed to pursuing future state and federal grant opportunities to support infrastructure improvements. The County's next planned application will be for FY27 Revenue Sharing funds, designated for the Amonate Drainage Improvement Project, which spans approximately 0.55 miles, beginning at 4672 Amonate Road (Route 624) and concluding at 4326 Amonate Road (Route 624). This project will include replacing an existing stormwater inlet and associated drainage pipe to enhance conveying water to Beech Fork, milling and repaving the roadway to accommodate the drainage work, and restoring the pavement surface.

All persons wishing to comment on the proposed amendments 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 or by email to stephanie.russell@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 proposed 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 and on the County's website, tazewellcountyva.org. A complete copy of the Tazewell County Comprehensive Plan may be found in the County Administrator's office at 197 Main Street, Tazewell, Virginia or online at: <https://tazewellcountyva.org/departments/engineering/>.

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

#####

VIRGINIA: AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF TAZEWELL COUNTY, VIRGINIA HELD AT THE COUNTY ADMINISTRATION BUILDING, LOCATED AT 197 MAIN STREET, TAZEWELL, VIRGINIA 24651, ON THE 9TH DAY OF SEPTEMBER, 2025, FOLLOWING A PUBLIC HEARING BEFORE THE BOARD HELD ON THE 9TH DAY OF SEPTEMBER, 2025, UPON NOTICE TO THE PUBLIC BY PUBLICATION IN A NEWSPAPER OF GENERAL CIRCULATION IN TAZEWELL COUNTY, THE FOLLOWING ORDINANCE WAS ADOPTED, FOLLOWING PUBLIC HEARING, A MOTION, AND SECOND:

Ordinance No.: 25-09-01

Date: September 9, 2025

**AN ORDINANCE TO AMEND THE
2023 TAZEWELL COUNTY COMPREHENSIVE PLAN**

WHEREAS, Section 15.2-2230 of the Code of Virginia (1950), as amended, requires that the Tazewell County Planning Commission (hereafter, “the Planning Commission”) and the Tazewell County Board of Supervisors (hereafter, “the Board”) review the Tazewell County Comprehensive Plan (hereafter, “the Plan”) to determine whether or not it is advisable to amend the Plan;

WHEREAS, on April 9, 2024 the Board adopted the 2023 Comprehensive Plan, as approved by the Planning Commission;

WHEREAS, the Commission and the Board desire to amend said Comprehensive Plan as herein set forth and the Commission approved said amendments after a hearing before the Commission on July 10th, 2025;

WHEREAS, after a duly advertised public hearing held before the Board on September 9, 2025, in accordance with Sections 15.2-2204 and 15.2-2225 of the Code of Virginia (1950), as amended, the Board has considered and approved the below stated amendments to the 2023 Tazewell County Comprehensive Plan as submitted;

NOW THEREFORE, be it **ORDAINED** that pursuant to Section 15.2-2223 of the Code of Virginia (1950), as amended, *et esq.* the Board does hereby Amend Section IV Part 1, Subpart 1.4 “Future Projects” of the 2023 Tazewell County Comprehensive Plan, as submitted by the Tazewell County Planning Commission, to add as follows:

IV. Transportation

1. Transportation Programs and Funding Sources

1.4 Revenue Sharing

Future Projects

"Tazewell County remains committed to pursuing future state and federal grant opportunities to support infrastructure improvements. The County's next planned application will be for FY27 Revenue Sharing funds, designated for the Amonate Drainage Improvement Project, which spans approximately 0.55 miles, beginning at 4672 Amonate Road (Route 624) and concluding at 4326 Amonate Road (Route 624). This project will include replacing an existing stormwater inlet and associated drainage pipe to enhance conveying water to Beech Fork, milling and repaving the roadway to accommodate the drainage work, and restoring the pavement surface."

It is so **ORDAINED** this 9th day of September, 2025.

RECORDED VOTE:

MEMBERS PRESENT:

MEMBERS ABSENT:

AYES:

NAYS:

ABSTENTIONS:

ATTEST:

Aaron Gillespie
Chairman – Board of Supervisors

C. Eric Young
Tazewell County Administrator



Bluefield State University

Personalized Drawings

THS - RHS
GSHS

Artist: Robert E. Duff, Sr.
P.O. Box 273 • Tazewell, VA 24651
e-mail: info@duffcreations.com

Cell: 276/ 970-5901

Printing of: Letterhead / Envelopes / Note Cards / T-shirts / Business cards / School Prints & more



Mountaineer Bowling Lanes

Tazewell BOS
Attn: Susan Jewell
Tazewell, VA 24651

7-1-2025
DATE

Class of 2026 Gifts for Graduates / TBOS Co-Sponsor with Advertising

THS

1) [1] – Listing - 2” x 3”

RHS

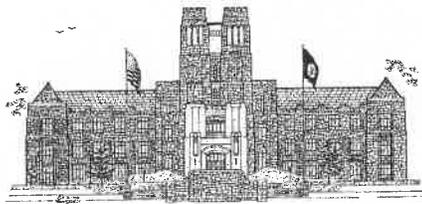
2) [1] * Listing – 2” x 3”

GHS

3) [1] * Listing – 2” x 3”



Riverview Elem/Middle School



Virginia Tech – Burruss Hall

- Thank-You For Your Support! -

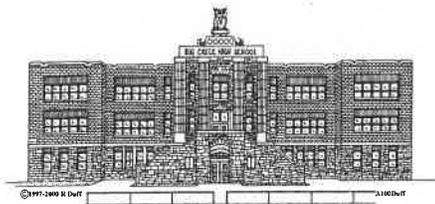
Total: \$ 3,866

1) TAZEWELL HS / 2) RICHLANDS HS / 3) GRAHAM HS

HIGH SCHOOLS

Class of 2026

Pen & Ink Matted Personalized Prints / Gifts for Graduates
Adv / Co-Sponsor



Big Creek High School



Pen & Ink Rendering of Homes

Specializing in Detailed Renderings of buildings
Federal ©copyright protection apply to all artwork by Robert E Duff, Sr.

New Website: DUFFCREATIONS.COM

“Unique Gifts For Unique People”



SERVICE AGREEMENT

TAZEWELL COUNTY, VIRGINIA (the “County”) agrees to retain **MERCHANT MCINTYRE & ASSOCIATES, LLC**, a Delaware limited liability company with a principal place of business in Washington, D.C. (“MM”) (together, the “Parties”), for government relations services commencing on August 15, 2025 and terminating on August 14, 2026 (the “Term”).

Fee. The County agrees to pay MM a total professional fee of \$6,500 per month, billed monthly in advance. Payment shall be made to MM at the address listed on the MM invoice(s). Federal funds may not be used to pay MM professional fees.

Deliverables. MM shall produce the following deliverables during the Term of this Agreement:

1. Continue identifying federal grant opportunities for which the County is eligible and competitive.
2. Support the County in all facets of the federal grant process, including planning, partnership development, grant writing, budget development, proposal submission, administrative requirements, and compliance; and
3. Build, strengthen, and help leverage relationships with the County’s Congressional delegation, the Administration, and other key decision-makers to support the County’s position on federal legislation, including appropriations.

Assurances. In its capacity as a consultant, MM shall make its best effort to assist the County in pursuing its federal funding and government relations objectives. The nature of these objectives shall be determined by the County’s leadership with the advice and assistance of MM. In this role, MM shall plan and implement all government relations strategies designed to accomplish the County’s federal funding objectives; assist in the preparation of grant applications and supporting materials for the initiatives; develop meetings with Members of Congress, congressional staff, and federal agency decision-makers to advance the funding initiatives; and serve as liaison to federal agencies relevant to the funding initiatives. the County agrees to frequent communication with MM and to provide MM the necessary information in real time to help MM plan and implement strategies.

Indemnification. The County agrees to indemnify and hold MM harmless from and against all liability, including all actions, claims, damages, costs, and attorneys’ fees, which MM may incur (or to which MM may be a party), arising out of actions taken or statements made by MM at the County’s direction or based upon information provided by the County, except in the event of wrongful acts or omissions on MM’s part.

Assignment. No other party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

* * *

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

Brent W. Merchant
Principal and Co-Founder
Merchant McIntyre & Associates, LLC

C. Eric Young, Esq.
County Administrator
Tazewell County, VA

Date: _____

Date: _____

###



MEMORANDUM

TO: Mr. C. Eric Young

FROM: Brent Merchant, Will Hoing, and Mary Ellen Golcheski
Merchant McIntyre & Associates, LLC

RE: Review of Partnership and Future Planning

DATE: August 2025

Merchant McIntyre (“MM”) sincerely appreciates and values the continued opportunity to serve the County of Tazewell, Virginia (“Tazewell County”). Our successful partnership would not be possible without your leadership and the commitment of the Tazewell County team.

We are pleased with the projects we’ve received funding for thus far but remain highly motivated to continue securing additional federal funding for County priorities. This memo highlights some of the successes from our work together since 2020 and previews our planned and recommended grant applications throughout the rest of 2025 and into 2026.

FUNDING WINS

Project	Grant Program/Funding Stream	Amount
Enhancing School Safety in Tazewell County, VA	COPS' School Violence Prevention Program (SVPP) <i>[pending]</i>	\$457,287
Mitigating Against & Preventing Wastewater Bypass	FY26 Community Project Funding (CPF) – Rep. Griffith <i>[pending]</i>	\$500,000
Public Safety Communications Upgrades	FY24 CPF – Rep. Griffith	\$3,761,000
Project Jonah	EDA’s Coal Communities Commitment	\$4,300,000
Nurturing & Enhancing Welding in Tazewell County (NEW-TC)	DOL’s Workforce Opportunity for Rural Communities (WORC) Program	\$1,433,000
Springville Fire Station	FY23 CDS – Sen. Warner & Sen. Kaine	\$617,000
Raven ES Asbestos Abatement	VBAF Site Remediation Grant	\$477,588
Tazewell County School Resource Officer Program	VA Dept. of Criminal Justice Services’ (DCJS) School Resource Officer (SRO) Grants Program	\$413,056
Cavitt's Creek Trail Expansion	FHWA // Dept. of Conservation & Recreation’s (DCR) Recreational Trails Program (RTP)	\$150,315
Tazewell County Safe Streets Planning Initiative	DOT’s Safe Streets & Roads for All (SS4A) Program	\$371,620
TOTAL:		\$12,480,866
RETURN ON INVESTMENT (ROI):		25.6-to-1

PLANNED & RECOMMENDED GRANT APPLICATIONS (2025 – 2026)

Below is a synopsis of federal funding programs MM recommends County leadership and staff further consider in 2025 and into 2026 given alignment with County priorities. Please note that this list is non-exhaustive and will continue to be refined and expanded resulting from our trip in June, ongoing discussions with County leadership and staff, and, in particular, as the FY26 appropriations process progresses.

U.S. Economic Development Administration's (EDA) Disaster Supplemental

- **Est. Deadline:** Rolling deadline, but want to be in as early as possible
- **Award Ceiling:** \$20 million (20% cost match)
- This program has multiple tracks (“paths”), with the most relevant being “Implementation”. Under this path, EDA will support projects that mitigate or prevent the impacts of future disaster events; replace, repair, or upgrade critical public infrastructure damaged by a disaster; and/or support diversification of the local economy; among others. Examples of implementation projects include: (1) constructing, improving, revitalizing, and/or expanding public infrastructure (such as water systems and facilities, transportation facilities, bridges, railway spurs and extensions, business incubators and industrial parks, and communications); (2) construction or expansion of workforce training facilities; (3) costs associated with establishment or expansion of workforce training programs, including the procurement of necessary equipment; and more.
- Eric is talking to Scotty Wampler (CPPDC) this week (week of 8/4) to determine CPPDC's and EDA's priorities and process.

U.S. Department of Transportation's (USDOT) Better Utilizing Investments to Leverage Development (BUILD) Program

- **Est. Deadline:** January 2026
- **Award Ceiling:** \$25 million (20% cost match)
- USDOT's BUILD program is among the most notable and largest programs that fund surface transportation capital projects (and planning projects). Further, the contents and structure of BUILD applications is broadly applicable to nearly every other DOT program and thus is the ideal program to build a foundational application around. Lastly, but importantly, this upcoming federal fiscal year is the final year of Bipartisan Infrastructure Law (BIL) funding levels.
- Therefore, MM *strongly* recommends the County submit a revised application this upcoming cycle.
- During our upcoming discussions, MM will collaboratively work with Ken, Eric, and the County team to make necessary revisions to the FY25 submitted BUILD project and further design and develop a competitive BUILD application.

Appalachia Regional Commission (ARC) Funding – Area Development, Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) Initiative, Etc.

- ARC's Area Development Base Program is the standard funding stream through which ARC invests in initiatives to build community capacity and strengthen economic growth in Appalachia. Meanwhile, ARC's POWER Initiative targets federal resources to help communities affected by job losses in coal-related industries implement tailored economic development approaches. These are two of several ARC funding mechanisms through which the County can secure federal support.
- MM has previously worked with the County to collaborate with the Cumberland Plateau Planning District Commission (CPPDC) to secure ARC funding, and we will continue to aid the County in its exploration and pursuit of ARC funding for future projects.

USDOT's Safe Streets and Roads For All (SS4A) Program

- Est. Deadline: Spring 2026
- Award Ceiling: \$25 million (20% cost match)
- As noted above, we are entering the final guaranteed year of BIL funding levels. Therefore, like with BUILD, we strongly recommend that the County submit an "Implementation" application for this upcoming cycle, building upon the to-be-completed Comprehensive Safety Action Plan.
- MM will collaboratively work with the County team to ensure timely progress on Action Plan development that satisfies the DOT's requirements, reflects DOT's criteria and funding priorities, and provides sufficient detail on specific projects for which we can apply.

FY27 Congressional "Earmarks"

- Est. Timing: March 2026
- As the County is well aware given our level of success to date with Congressionally funded projects, Congressional earmarks are an excellent way to supplement our other funding work, particularly with projects for which grant funding is limited. Additionally, there are currently a broad range of "earmark" accounts that altogether provide a funding mechanism for a full spectrum of projects – from water/wastewater to secondary education to public safety, etc.
- In the coming weeks, MM will be working with Sen. Kaine and Sen. Warner to get feedback on the leachate tank project and why it was not selected.
- In late 2025, MM will begin working with the County to decide the FY27 earmark project directions and begin building those application materials.

SAMHSA's Rural EMS Training Grant

- Award Ceiling: \$400,000 total over two years
- Est. Deadline: March 2026
- We previously applied for this grant with Chief Brooks. These grants support the costs of recruiting, supporting, and training prospective or existing EMS personnel. Around mid- or late-January 2026, MM will reconnect with Chief Brooks to develop a refined competitive application to this program.

Others

As previously mentioned, please know that this list is not exhaustive. As FY 2026 Appropriations moves forward and agencies are still developing their priorities under the current Administration, there will be additional funding opportunities we explore and ultimately pursue together in the coming 8-12 months.

APPENDIX: FUNDED GRANT DESCRIPTIONS

[Pending] \$457,287 – “Enhancing School Safety in Tazewell County, VA” – COPS Office’s School Violence Prevention Program (SVPP): We anticipate learning whether this application is funded roughly in October 2025. If awarded, these funds will be utilized by Tazewell County Public Schools to purchase, install, and deploy additional security cameras as well as replace damaged and/or vulnerable doors to improve the safety infrastructure and school climate at numerous TCPS facilities.

\$500,000 – FY26 Community Project Funding through Rep. Griffith: Once FY26 Appropriations passes and is signed into law, the funding gets administered by the relevant federal agencies; in this case, the Department of Housing and Urban Development. At that point, the County will submit materials to the agency detailing the planned use of these funds in alignment with the title of the project – Mitigating Against & Preventing Wastewater Bypass. Thus, the County ultimately has discretionary authority on how exactly to spend this \$500,000 to prevent a wastewater bypass in the County, so long as the planned use of these funds are allowable by statute, and notably the account through which the project is funded has very few funding restrictions.

\$3.761 million – FY24 Community Project Funding through Rep. Griffith: These funds will enhance and modernize the County’s existing communications tower sites and enable the police departments, emergency medical service providers, and fire departments throughout the County to make essential migrations from the current radio system to P25-compliant, AES-encrypted interoperable radios and repeaters to provide mission critical communication between all emergency callers, 911 operators, and first responders. The project was signed into law earlier this year, and MM just recently (early July 2024) extensively worked with the County team to develop and submit to DOJ the materials and information required in order to begin drawing down these funds.

\$4.3 million – Economic Development Administration’s (EDA) Coal Communities Commitment: This grant will provide the water and sewer infrastructure capacity improvements needed to service a new manufacturing facility (including construction of a new 10-inch water line, a new sewage lift station, new 6-inch force main and appurtenances, and upgrades to the existing influent lift station). The project will help improve water quality and position the region as a national leader in aquaculture, associated workforce training, and food safety, effectively diversifying the once coal reliant economy towards new industry sectors, creating 218 jobs and generating \$228 million in private investment in the coal-impacted region.

\$1.443 million – Department of Labor’s (DOL) Workforce Opportunity for Rural Communities (WORC) Program: This project executed a comprehensive workforce development initiative addressing regional economic distress through: (1) the development of a welding program with modern welding equipment up to date with industry standards; and (2) the implementation of a full array of support services (childcare, transportation, and counseling). The new welding program is training at least 40 students and at least 10+ workers from two employer partners annually – Lawrence Brothers, Inc. (Bluefield, VA) and AMR PEMCO (Rocky Gap, VA).

\$617,000 – FY23 Congressionally Directed Spending through Sen. Warner & Sen. Kaine: This project supported the costs of erecting a new pre-fabricated fire station building within the County’s existing Bluestone industrial park. The new fire station is strategically located to alleviate a significant geographical fire and emergency response gap in coverage, thereby reducing response times and improving the frequency with which Tazewell County Fire & EMS meets NFPA staffing and deployment standards.

\$477,588 – Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund’s (VBAF) Site Remediation Grant: These funds supported the costs of removing and cleaning up asbestos-containing materials (and other associated renovations) from the County’s old and out-of-use Raven Elementary School building, and repurpose it for reoccupation by Family Insight, a Virginia-based mental/behavioral health care provider for youths & families.

\$413,056 – VA Dept. of Criminal Justice Services’ (DCJS) School Resource Officer (SRO) Grants Program: The awarded funding enabled the County to hire two new School Resource Officers (SRO) to be located at Graham Intermediate School and Tazewell Primary School and support the costs of the salaries and benefits of these positions for four years.

\$150,315 – Federal Highway Administration’s (FHWA) // Virginia Department of Conservation and Recreation’s (DCR) Recreational Trails Program (RTP): This award enabled the County to develop 0.77 miles of a crushed rock surface mixed-use trail, in compliance with ABA accessibility standards, and extend the existing trail around Lake Jack Witten. The project also included a 0.13-mile crushed rock trail connector, designed to cut travel times between the upper and lower sections of the park, including the more secluded camping sites north of the lake. Lastly, the award enabled the County to construct a new ADA-compliant restroom facility at the park.

\$371,620- DOT’s Safe Streets and Roads for All (SS4A) Grant Program: The County received funding for Planning and Demonstration Grant in FY2023 with an eye towards future Implementation grant funding to support the construction of the project(s) identified in the to-be-developed Comprehensive Safety Action Plan.

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Proudly serving
Buchanan, Dickenson, Russell, and Tazewell counties



August 12, 2025

Mr. C. Eric Young
County Administrator
Tazewell County
197 Main Street
Tazewell, VA 24651

RE: SVCC College and Public Transportation Contract

Dear Mr. Young,

Please find enclosed two copies of the Southwest Virginia Community College and public transportation contract for October 2025 through September 2026 for your and the Board of Supervisors review and approval. Both Copies have been signed by Brian Beck, the Chief Executive Officer of our agency.

If the contract is acceptable, please return a signed copy to me. You may contact me at (276) 964-7182 if you have any questions or need more information. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read "Joe Ratliff", with a small number "1" written above it.

Joe Ratliff
Division Director of Transportation
AASC / Four County Transit

Enclosures: 2

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 2025.

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-SEVEN THOUSAND AND NINETY-ONE DOLLARS (\$77,091)** with monthly installments of **SIX THOUSAND FOUR HUNDRED TWENTY-FOUR DOLLARS AND TWENTY-FIVE CENTS (\$6,424.25)** 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 2025 through the 30th day of September 2026. 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: BB
Brian Beck, Chief Executive Officer

Date: 8/8/2025

County of Tazewell, Virginia

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

Date: _____

By: _____
**Aaron Gillespie, Chairperson of
Tazewell County Board of Supervisors**

Date: _____



**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) 385-1200

Facsimile: (276) 988-7501

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

August 22, 2025

Mr. Eric Young, County Administrator
Tazewell County Board of Supervisors
108 East Main Street
Tazewell, VA 24651

RE: Equipment Disposal Request

Dear Mr. Young and Members of the Board of Supervisors,

I am writing to formally request approval for the disposal of outdated and non-functional equipment currently housed within the *Tazewell County Circuit Court Clerk's* offices. After a thorough inventory review, the following items have been identified as obsolete, beyond repair, or no longer compatible with current operational needs:

Item Description	Quantity	Condition	Reason for Disposal
Panasonic Printer	1	Poor	No longer used
Plat Printer	1	Obsolete	No longer used
Laserjet Printer	2	Poor	No longer used
Small Printer	1	Poor	No longer used
Desk Phones	3 boxes	Poor	No longer used
HP Printers	2	Poor	No longer used
Black Wall Phones	20	Obsolete	No longer used
PWP Word Processor	1	Obsolete	No longer used
Typewriter	1	Poor	No longer used
Heater	1	Worn/Unsafe	Replaced w/newer
Brother Printer	1	Poor	No longer used
Chairs	22	Worn/Unsafe	No longer used
Monitor	1	Poor	No longer used

Criminal

Jessica Bentley, MDC
Crystal Heifner, MDC
Theresa Shrewsbury, MDC
Sara Shelton, DC
Abbie Horn, DC

Civil

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

Land Records/Deeds

Kathy Crouse, MDC
Raquel Large, DC

Probate

Gina Pruitt, MDC
Hannah Brewster, DC

These items have exceeded their useful life and are no longer viable for departmental use. They have been in storage areas for several years collecting dust. I recommend that they be removed from inventory and disposed of in accordance with county asset disposal procedures.

I respectfully request the Board's approval to proceed with the disposal process. Should you require additional documentation or inspection of the listed items, I am happy to provide further details.

Thank you for your attention to this matter and your continued support.

Sincerely,



Charity D. Hurst
Clerk of the Circuit Court



**THOMPSON
& LITTON** EST.
1956

ENGINEERS SURVEYORS

August 14, 2025

Dr. Christopher Stacy, Superintendent
Tazewell County Public Schools
506 Jeffersonville Street
Tazewell, Virginia 24651

RE: Fee Proposal – Professional Services for TCPS Graham – Tazewell – Richlands HS
Bathroom Renovations
T&L Project Number: 719320

Dear Dr. Stacy,

Thompson & Litton, Inc. (T&L) is pleased to submit this proposal to provide professional engineering services to Tazewell County Public Schools (TCPS) for the above-referenced project.

Project Understanding

T&L understands that TCPS desires the design and preparation of construction documents for the renovation of several existing restrooms at Graham High School (GHS), Tazewell High School (THS), and Richlands High School (RHS) to create single-use restrooms. We also understand that the provision of bidding assistance and construction contract administration services is required.

The restrooms to be modified include two (2) men's and two (2) women's restrooms at each school, for a total of twelve (12) restrooms to be renovated.

Scope of Work

T&L will provide **architectural, mechanical (HVAC and plumbing), electrical, and structural** plans for converting the existing restrooms at GHS, THS, and RHS.

The construction documents will include:

- General Construction Notes
- Floor Plans



- Building Details
- Electrical Details
- Mechanical Details (HVAC & Plumbing)
- Finish Schedule
- Reflected Ceiling Plans
- Specifications (Architectural, Mechanical, & Electrical)

Additional Services:

- One (1) site visit per school
- Two (2) virtual project team meetings
- Submittal of documents for Building Official review
- Bidding assistance
- Construction contract administration

The documents will be developed in accordance with the building requirements of the Town of Bluefield, Town of Tazewell, and Town of Richlands. Building Inspectors' Comments – One-Time Response – Review and address inspection comments, prepare a formal response, and update documents as necessary for one review cycle. Any further responses beyond this initial round will be subject to a separate fee. The site visits will verify existing conditions in the subject restroom areas through readily observable, non-invasive methods.

Assumptions

- All permitting fees will be paid by the Owner.
- Existing electrical panels and service are adequate for any load changes.

Exclusions

This proposal does not include the following:

- Communication or telephone systems
- CCTV / CR / security systems
- LEED or green building design

Schedule and Compensation



Dr. Christopher Stacy
TCPS Graham – Tazewell – Richlands HS Bathroom Renovations
August 14, 2025
Page 3

Upon formal authorization from TCPS, T&L is prepared to begin work immediately. We anticipate completing the construction documents within **75 calendar days**, contingent upon timely reviews and responses from TCPS and the building official for each locality.

We propose to provide the above services for a **lump sum fee of \$126,500**.

We trust this proposal accurately reflects your needs and look forward to working with TCPS on this important project. Should you have any questions or require additional information, please contact me at (304) 425-9555.

Sincerely,

Pamela Young
Project Manager

pc: Jack Murphy, T&L



**THOMPSON
& LITTON** EST.
1956

ENGINEERS SURVEYORS

August 26, 2025

Tazewell County Public Schools
506 Jeffersonville Street,
Tazewell, Virginia 24651

RE: Fee Proposal – Professional services for TCPS Tazewell High School Gymnasium Wall Repair
T&L Project Number: 19320

Thompson & Litton, Inc., (T&L) is pleased to submit this proposal to provide professional engineering services to Tazewell County Public Schools (TCPS) for the above-referenced project.

Project Understanding

Provide structural design services to evaluate and reinforce existing unreinforced CMU walls at TCPS Tazewell High School Gymnasium to minimize cracking and strengthen wall performance.

Scope of Work

Structural Engineering Services

1. Analysis & Design

- Analyze existing unreinforced CMU walls.
- Develop reinforcement design consisting of removing face shells, installing reinforcing steel, and grouting cells.
- Prepare general notes and design criteria.

2. Site Investigation

- Conduct one (1) site visit to review wall conditions, including the cafeteria area below, to verify existing conditions.

3. Background Documentation

- Develop Revit background drawings from existing available drawings.

4. Drawings & Deliverables

- Foundation plan.
- Floor framing plan.
- Roof framing plan.
- Phased building wall elevations (approx. 4 sheets).
- Sections and details.
- General and construction notes sheet.
- Floor plan sheet.



- Site plan sheet.
- Structural coordination sheet.
- 5. **Specifications**
 - Provide bound technical specifications in support of structural scope.
- 6. **Submissions**
 - Prepare one (1) 95% design submission for Owner review.
 - Issue sealed final design drawings incorporating Owner review comments.
- 7. **QA/QC**
 - Perform internal quality assurance and quality control reviews prior to submittals.

Architectural Support Services

- Provide limited architectural assistance to address crack repair (tuckpointing, mortar repointing) and finishes to conceal repairs, assumed to be paint finish.
- Develop related architectural sheets for repair and finish work.

Exclusions & Assumptions

- No bid-phase or construction contract administration (CCA) services are included; these may be negotiated after design submission based on level of required CCA services.
- No cost estimating of repairs is included.
- No third-party review or value engineering services are included.
- Budget includes responses to Owner review comments only.

Travel

- One (1) site visit with travel included in the budget.

SCHEDULE AND COMPENSATION

Upon formal authorization to proceed, by TCPS, we are prepared to immediately undertake the work and will endeavor to have the construction documents completed within 180 days. Our scheduled delivery of the design and construction documents is contingent upon timely reviews and responses. We will provide the above detailed services for a lump sum fee of \$74,950.



Dr. Christopher Stacy
TCPS Tazewell High School Gymnasium Wall Repair
August 26, 2025
Page 3

I hope we have interpreted your needs correctly and that this fee proposal is favorably received. We appreciate your confidence in T&L to provide these professional services. If you have any questions regarding this proposal, please do not hesitate to contact me on 304-425-9555.

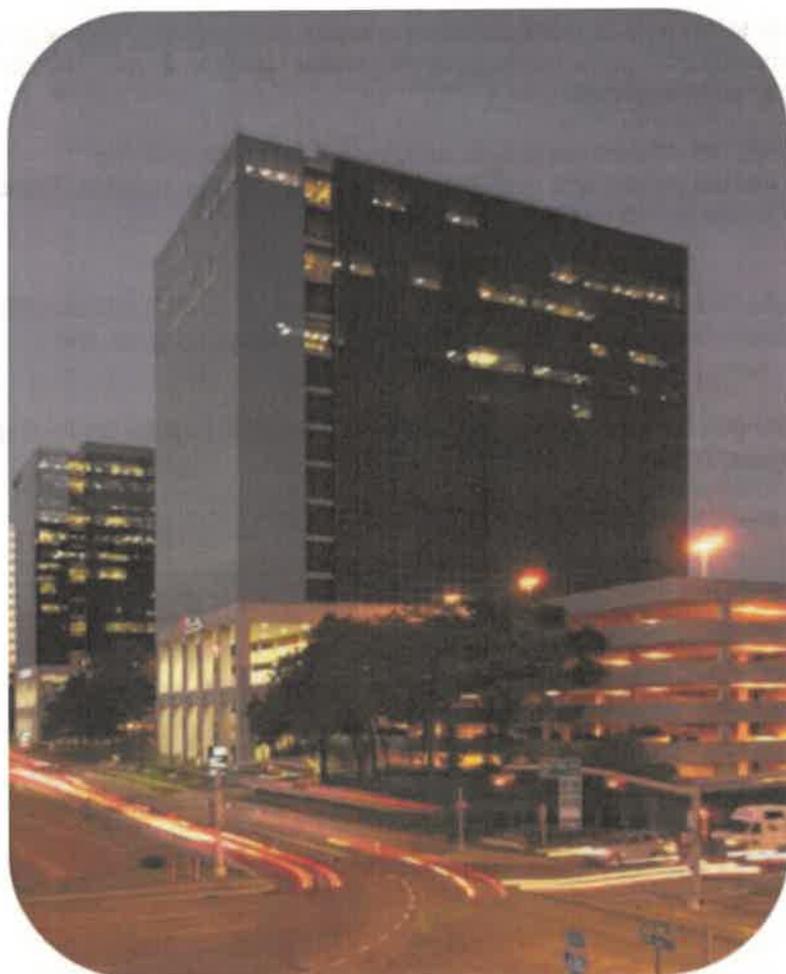
Sincerely,

Pamela Young
Project Manager

pc: Jack Murphy, T&L



Trane Turnkey Proposal



Turnkey Proposal For:

Chris Stacy
Tazewell County Schools
506 JEFFERSONVILLE STREET
Tazewell, VA 24651-2465

Local Trane Office:

Trane U.S. Inc.
10384 Wallace Alley Street
Kingsport, TN 37663

Local Trane Representative:

Rod Thaxton
Account Manager
E-mail: rdthaxton@trane.com
Cell: (276) 698-5432
Office Phone: (423) 224-1150

Proposal ID: 7213081

COOP Quote Number: J3-161652-23-001

COOP or Federal Contract ID: Omnia 15-JLP-023

Date: August 25, 2025



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Tazewell County Schools reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Tazewell County Schools to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$1,317,650.00 USD. This investment will provide Tazewell County Schools with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Tazewell County Schools for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Rod Thaxton
Account Manager, Trane U.S. Inc.

Prepared For:
Dr. Chris Stacy

Date:
August 25, 2025

Job Name:
Tazewell Middle School Boiler Replacement

Proposal ID:
7213081

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:
VA 2705047272A

Proposal Expiration Date:
30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Chris Stacy and based on the site surveys performed on 8/12/2025.

Turnkey Installation of HVAC Equipment

Lochinvar Crest Condensing Boilers and Ancillary Equipment

- (2) Lochinvar FCB2500-L Crest Condensing Boilers 208 3 ph.
- (2) Armstrong Circulator Pumps 15 hp
- (2) Suction Guide & (2) Triple Duty Valves
- Wessel Tank Co. SPA-6 Vortex Air Separator LESS Strainer
- NLA-500 Bladder Style Expansion Tank
- (2) Hydronic Coils for Trane AHU's 1 and 2 for Gym

Mechanical Installation

- Deliver all new materials and equipment to site
- Demo 1 coal fired steam boiler (Kewanee)
- Disconnect 1 coal fired boiler and abandon in place (Hurst)
- Replace coal boiler with 2 high efficiency Lochinvar Condensing boilers
- New housekeeping pads for Lochinvar boilers
- Install new circulator pumps supplied with the boilers
- Remove existing steam condensate return system including tank, pumps and air separator
- Install new building loop pumps, expansion tank, air separator, and air elimination system in suitable location in boiler room
- Provide and install 2 new hot water coils in the 2 gym air handling units closest to the mechanical room
- Install new hot water return piping from mechanical room to new hot water coils.
- Set 6 new 1,000 gallon LP tanks, vaporizer, underground piping, and regulators in a suitable location
- Seed and straw any disturbed areas
- Connect new boilers to the new propane piping
- Connect new boilers to existing heating water piping with insulation
- Install new PVC vent piping through roof
- Install new condensate piping and drain to nearest disposal point
- Install new acid neutralization kits supplied with the boilers

- Insulation of new piping to match existing
- New mandated emergency stops will be installed for the new boilers
- Modify concrete housekeeping pads for new pumps as needed
- Paint new gas piping inside where exposed
- Factory start up for new boilers
- Power wiring to new boilers, pumps, and propane delivery system
- Set up of boiler alarms and start/ stop to Trane Building Automation System
- Start up and commissioning of new equipment



Pricing and Acceptance

Chris Stacy
Tazewell County Schools
506 JEFFERSONVILLE STREET
Tazewell, VA 24651-2465

Site Address:
Tazewell Middle School
367 Hope St
Tazewell, VA 24651

Price

Total Net Price (excluding sales tax) \$1,317,650.00 USD

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Anticipation Discount

Trane is pleased to offer an opportunity to maximize the value of your purchase by offering you savings with the Trane Anticipation Discount Program (ADP) that is flexible and designed for all Trane customers. The discount depends on the percentage of quoted price that is pre-paid, estimated payment date, estimated monthly schedule of values, and the current annualized discount rate.

Total Potential ADP Discount for this project\$ To Follow

Your Trane representative can provide a formal ADP quotation to lock in your savings.

Financial items not included

- Work beyond normal business hours unless specified above
- Any air balancing or resolution of any deficiencies outside of immediate work
- Rental HAVC equipment or other temporary heating or cooling measures
- Testing, diagnosis or repairs to any fire alarm systems or panels
- Removal or demolition or Hurst boiler
- Removal or displacement of any coal, coal storage or fuel oil storage tanks
- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Rod Thaxton
Account Manager
Trane U.S. Inc.
E-mail: rdthaxton@trane.com
Office Phone: (423) 224-1150



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Rod Thaxton 	Cell: (276) 698-5432 Office: (423) 224-1150 Proposal Date: August 25, 2025
CUSTOMER ACCEPTANCE Tazewell County Schools	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: VA 2705047272A

VIRGINIA: AT A 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 9TH DAY OF SEPTEMBER, 2025, THE FOLLOWING RESOLUTION WAS ADOPTED, UPON A MOTION AND SECOND:

Resolution No.: 25-09-002

Date: September 9th, 2025

**RESOLUTION OF OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF A BORROWING**

WHEREAS, the Board of Supervisors of Tazewell County, Virginia, Virginia (the “County”), desires to undertake various capital improvements for governmental purposes, including (without limitation) a leachate tank, fire station construction, and water and waste water system infrastructure improvements (the “Projects”);

WHEREAS, the County intends to commence work on the Projects and to advance its own funds to pay the related Project costs (the “Expenditures”); and

WHEREAS, the County intends to reimburse such Expenditures using proceeds from the issuance of tax-exempt obligations, taxable obligations, or a combination thereof (collectively, the “Debt”);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TAZEWELL COUNTY, VIRGINIA:

1. The County administration is authorized to commence work on the Projects and to advance County funds to pay Expenditures.
2. The County confirms its intent to issue the Debt in an estimated principal amount of THREE MILLION DOLLARS (\$3,000,000.00) and use all or a portion of the proceeds thereof to reimburse Expenditures paid on or after the date of this Resolution (and including, as allowed under federal tax law, any Expenditures originally paid up to 60 days prior to the date of this Resolution).
3. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Debt, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the County so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the County.
4. The County intends to make a written reimbursement allocation that evidences the County’s use of Debt proceeds to reimburse any Expenditure, no later than 18 months after the

later of the date on which the Expenditure is paid or the Projects are placed in service or abandoned, but in no event more than three (3) years after the date on which the Expenditure is originally paid. Notwithstanding such time limitation, the County recognizes that exceptions are also available under federal tax law that allow reimbursements for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for certain construction projects of at least five (5) years.

5. The County intends that the adoption of this Resolution confirms its “official intent” within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

6. This Resolution shall take effect immediately upon its passage.

It is so **RESOLVED** this 9th day of September, 2025.

ATTEST:

Aaron Gillespie,
Chairman – Board of Supervisors

C. Eric Young,
Tazewell County Administrator

RECORDED VOTE:

MEMBERS PRESENT: All (5)

MEMBERS ABSENT: None

AYES: All (5)

NAYS: None (0)

ABSTENTIONS: None (0)



Eric Young <eric.young@tazewellcounty.org>

BOS Consent Agenda

1 message

David Anderson <david.anderson@tazewellcounty.org>

Thu, Aug 28, 2025 at 2:06 PM

To: Eric Young <eric.young@tazewellcounty.org>, maggie buskill <maggie.buskill@tazewellcounty.org>

Eric,

I spoke to you concerning this issue.

Need BOS approval, no money or refund is involved.

Correction of LCTA Investments LLC 2024 762 filing. LCTA listed their mobile homes as tangible personal property. All their mobile homes were assessed and taxed as mobile homes with real estate rate. Abate \$464,400 value, \$9,288 in tax not paid (amount of trailers on their 762 report). Assessed LCTA for Furniture and Fixtures on their 2024 762.

Please place on next consent agenda!!

Thanks!!!

David Anderson