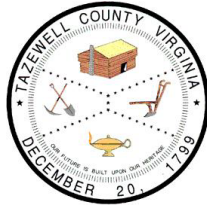


TAZEWELL COUNTY BOARD OF SUPERVISORS REGULAR MEETING



June 25, 2026 – 4:00 p.m. (Thursday)

**197 MAIN STREET
TAZEWELL, VIRGINIA 24651**

Members of the public also have an option to participate by telephone by calling **(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 for the June 16th meeting. 	*
4:05 pm	<p>6. Consent Calendar <i>(All items on the consent calendar are considered to be routine matters. The following items may be enacted by one motion, with the concurrence of the Board of Supervisors, a member may request that an item be removed for further discussion)</i></p> <ol style="list-style-type: none"> A. Approval of Warrants B. County Departments - Transfer the following amounts from the Contingent Expenditures and Grant Account No. 91050-7041 to various department accounts as shown on the attached table: C. Ratify poll to donate \$900.00 to Labor of Love: \$300.00 each from Northern, Western and Eastern District Funds for June 20th event. 	
4:10 pm	<p>7. Department Reports</p> <ul style="list-style-type: none"> ▶ Kenneth Dunford – Engineering Report 	*
4:20 pm	<p>8. Executive/Closed Meeting – Pursuant to Virginia Code Section 2.2-3711</p> <ul style="list-style-type: none"> ▶ A(1) Personnel in IT ▶ A(3) Property acquisition in Baptist Valley ▶ A(3) Property disposition in Tazewell ▶ A(29) Contract negotiations with Secure Solar Futures for solar panels to serve county facilities 	

	<ul style="list-style-type: none"> ▶ A(29) Contract negotiations with Wise County for Solid Waste Disposal ▶ A(5) Project RESORT ▶ A(1) County Administrator Annual Evaluation 	
5:50 pm	9. Return/Certification/Return of Action	
5:55 pm	10. Tazewell County Budget FY25-26 <ul style="list-style-type: none"> A. Budget Committee update B. Presentation of staff proposed changes to the advertised budget C. Discussion regarding the staff proposed amendments to the proposed County Budget Ordinance, FY26-27 D. Consideration of approving staff recommended amendments to the FY26-27 proposed budget E. Board requested changes to proposed FY2027 budget F. Consideration of approving tax levies for calendar year 2026 G. Consideration of adopting an “Ordinance approving the FY26-27 Budget Ordinance, adopting local tax levies, and budget for the County of Tazewell, Virginia for fiscal year beginning July 1, 2026 and ending June 30, 2027, to be effective on July 1, 2026 at 12:01 a.m. as hereby amended” H. Consideration of approving an annual appropriation for the operation of all General County Agency budgets, for fiscal year beginning July 1, 2026 and ending June 30, 2027 at 12:01 a.m. I. Consideration of approving budget transfers/appropriations as may be necessary from surplus accounts, etc. to close all such accounts for the fiscal year, FY26-27 J. Consideration of approving categorical funding for Tazewell County School Budget FY26-27 K. Consideration of approving budget for School Facilities Fund L. Consideration of sequestration of School Facilities Fund M. Consider appropriating School Board carry over funds for capital projects 	
6:30 pm	11. Public Hearings <ul style="list-style-type: none"> ▶ Notice of Public Hearing for Amending Tazewell County Code of Ordinance (Transient Occupancy Tax) <ul style="list-style-type: none"> ▪ Ordinance to Amend Section SEC. 18-194 of Article IX of the Code of Ordinances of Tazewell County, Virginia 	5
6:40 pm	<ul style="list-style-type: none"> ▶ Notice of Public Hearing Proposed Tax Exempt Status <ul style="list-style-type: none"> ▪ Ordinance to Grant Tax Exempt Status to TCF MOB, INC. 	6 11 12
6:50 pm	12. Citizen Comments – Scheduled <p>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.</p> <ul style="list-style-type: none"> ▶ Michelle Gravely – Ordinance for littering / cleaning up and request for tax exemption status on personal property 	

7:00 pm	13. Citizen Comments – Unscheduled (Two (2) minutes per speaker)	
7:10 pm	14. Administrative/Financial/County Projects Update <ol style="list-style-type: none"> 1. Funding Request - TRIAD 2. Consider delaying the effective date of Fire Protection Restructuring Ordinance from July 1st to August 31st 3. Consider School Board recategorization of FY26 appropriation request of \$356,000 4. Consider School Board appropriation request of \$273 VaCorp insurance recovery 5. Cavitts Creek Wi-Fi update 6. Amended Agreement for EMS and Fire Protection 7. Mutual Aid Agreement – ProMed Ambulance Company 8. Consider authorizing award of the Richlands Elementary School drainage project to the low bidder as determined by the Engineer, the County Attorney and the County Administrator; contingent on the low bid being within the budgeted amount. 9. Consider Fire Station Facade Grant 10. Appointments: <ol style="list-style-type: none"> a. Animal Shelter b. Appalachian Agency for Senior Citizens c. Clinch Valley Community Action d. Enterprise Zone Committee e. Industrial Development Authority (IDA) f. Tazewell County Tourism Development Committee g. Tazewell County Transportation Safety Commission h. Wireless Service Authority 	 14 15 19 23 25 26 27 28 29 31 33 35
8:20 pm	15. Board Concerns Supervisor Presley: ■ Supervisor Plaster: ■ Supervisor Cruely: ■ Supervisor Breeding: ■ Supervisor Rhudy: ■	

8:30 pm	<p>16. Committee Liaison</p> <ul style="list-style-type: none"> ▶ PSA – Supervisor Presley ▶ IDA – Supervisor Breeding ▶ ESC – Supervisor Rhudy ▶ CPPDC – Supervisor Plaster ▶ RDA – Supervisor Breeding ▶ Planning Commission – Supervisor Cruey 	
8:40 pm	<p>17. Executive/Closed Meeting – Pursuant to Virginia Code Section 2.2-3711</p> <ul style="list-style-type: none"> ▶ A(1) Personnel in IT ▶ A(1) County Administrator Annual Evaluation 	
9:40 pm	<p>18. Return/Certification/Return of Action</p>	
9:45 pm	<p>19. Other business as may properly come before the Board</p> <ul style="list-style-type: none"> ▶ Special Presentations / Proclamations / Resolutions 	
9:50 pm	<p>20. Adjourn</p> <p>The meeting is adjourned until Tuesday, August 4, 2026 at 4:00 p.m.</p>	

TAZEWELL COUNTY BOARD OF SUPERVISORS
NOTICE OF PUBLIC HEARING FOR
AMENDING TAZEWELL COUNTY CODE OF ORDINANCE

PLEASE TAKE NOTICE that the Tazewell County Board of Supervisors, upon the request of the Commissioner of Revenue of Tazewell County, Virginia, will hold a public hearing on JUNE 25th, 2026 at 6:30 PM, or as soon thereafter as may be heard at the County Administration Building, 197 Main Street, Tazewell, Virginia, to consider public comment regarding the Board of Supervisors intent to amend the Tazewell County Code of Ordinances, Article IX – Transient Occupancy Tax, so that it will align with Virginia Code Ann. §§ 58.1-3; 58.1-3826; and, 58.1-3827. More specifically, the amendment could include, among other things, the following language: *“An accommodation provider shall not be required to submit a report to the Commissioner of the Revenue if (i) all retail sales of accommodations owned by the accommodations provider are facilitated by an accommodations intermediary and (ii) the accommodations provider attests to the locality that all such sales are facilitated by an accommodations intermediary. Such attestation shall be effective for 12 months beginning with the month in which the attestation is made. Thereafter, such attestation shall be due annually on a date determined by the Commissioner of the Revenue, on such forms and in such manner as the Commissioner of the Revenue may prescribe and require. However, such accommodation provider shall make out and submit a report in accordance with this subsection for the retail sale of any accommodations not facilitated by an accommodations intermediary and shall remit such tax as otherwise required.”* A copy of the Ordinance, as amended, is displayed at the Clerk’s Office in the Circuit Court of Tazewell County, Virginia and the Administration Office of Tazewell County, Virginia. In accordance with the Americans with Disabilities Act, if you are physically disabled, or hearing or visually impaired and need assistance at this hearing, please call 276-385-1208 or email stephanie.russell@tazewellcounty.org.

By Order of the Board of Supervisors of Tazewell County, Virginia



Aaron M. Gillespie, Esq.
Tazewell County Attorney’s Office

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 25th DAY OF JUNE, 2026, FOLLOWING A PUBLIC HEARING BEFORE THE BOARD HELD ON THE 25th DAY OF JUNE, 2026, UPON NOTICE TO THE PUBLIC BY PUBLICATION IN A NEWSPAPER OF GENERAL CIRCULATION IN TAZEWELL COUNTY, THE FOLLOWING ORDINANCE WAS ADOPTED, SUBSEQUENT TO A PUBLIC HEARING, A MOTION, AND SECOND:

Ordinance No.: 26-06-004

Date: JUNE 25, 2026

AN ORDINANCE TO AMEND SEC. 18-194 OF ARTICLE IX OF THE CODE OF ORDINANCES OF TAZEWELL COUNTY, VIRGINIA

WHEREAS, Section 15.2-1425 *et seq.* of the Code of Virginia (1950), as amended, allows local governing bodies to enact an Ordinance as it relates to its duties, obligations, and functions;

WHEREAS, Section 58.1-3819 *et seq.* of the Code of Virginia (1950), as amended, allows local governing bodies to enact an Ordinance as it relates to the transient and occupancy taxes collected within the geographical boundaries of the County;

WHEREAS, the Tazewell County Board of Supervisors (“the Board”) previously enacted Article IX of the Code of Ordinances of Tazewell County, Virginia with its most recent amendment being found in Ordinance No. 21-009, dated December 7, 2021;

WHEREAS, the Commissioner of Revenue of Tazewell County has requested that the said Article IX be amended to reflect changes that appear in relevant code sections within the Code of Virginia (1950), as amended, to include additional language concerning accommodations providers and certain reports thereto;

WHEREAS, this proposed amendment does not constitute a tax increase or change in the collection rate;

WHEREAS, Article IX, Sec. 18-194 of the Code of Ordinances of Tazewell County, Virginia currently states:

The person, firm, or corporation collecting any tax as provided in this article shall make out a report thereof on such forms and setting forth such information as the commissioner of revenue or treasurer may prescribe, and require, showing the amount of lodging charges collected and the taxes required to be collected; and shall sign and deliver such report to the commissioner of revenue or treasurer with remittance of the taxes collected on or before the twentieth (20th) of the month following the month in which the taxes are collected.

In lieu of monthly reports and remittance of taxes collected, the person, firm, or corporation collecting any tax as provided in this article may submit quarterly reports and remittance of taxes. Such person, firm, or corporation shall notify the commissioner of revenue or treasurer in writing prior to electing to submit quarterly reports and remittance of taxes. Upon receipt of written notice of submission of quarterly reports and remittance of taxes, such person, firm, or corporation shall submit reports and remittance of taxes on or before the twentieth (20th) of January, April, July, and October annually. The taxes remitted shall contain the amount of taxes collected in the three (3) months immediately preceding the report.

AND WHEREAS, the Board hereby agrees with the recommendations of the Commissioner and likewise desires to amend the same Article to better assist the Commissioner's office and the public;

NOW THEREFORE, the Board does hereby **ORDAIN** that, pursuant to Section 15.2-1425 *et seq.* and Section 58.1-3819 *et seq.* of the Code of Virginia (1950), as amended, Article IX, Sec. 19-194 of the Tazewell County Code of Ordinances is and shall be amended as follows:

CHAPTER 18 – TAXATION

ARTICLE IX. – TRANSIENT OCCUPANCY TAX

SEC. 18-194 Reports required.

- A. The person, firm, or corporation collecting any tax as provided in this article shall make out a report thereof on such forms and setting forth such information as the commissioner of revenue or treasurer may prescribe, and require, showing the amount of lodging charges collected and the taxes required to be collected; and shall sign and deliver such report to the commissioner of revenue or treasurer with remittance of the taxes collected on or before the twentieth (20th) of the month following the month in which the taxes are collected.

- B. In lieu of monthly reports and remittance of taxes collected, the person, firm, or corporation collecting any tax as provided in this article may submit quarterly reports and remittance of taxes. Such person, firm, or corporation shall notify the commissioner of revenue or treasurer in writing prior to

electing to submit quarterly reports and remittance of taxes. Upon receipt of written notice of submission of quarterly reports and remittance of taxes, such person, firm, or corporation shall submit reports and remittance of taxes on or before the twentieth (20th) of January, April, July, and October annually. The taxes remitted shall contain the amount of taxes collected in the three (3) months immediately preceding the report.

C. Unless stated otherwise in Article IX, an accommodations provider shall not be required to submit a report to the commissioner of revenue if:

- (i) all retail sales of accommodations owned by the accommodations provider are facilitated by an accommodations intermediary; and,
- (ii) the accommodations provider attests to the locality that all such sales are facilitated by an accommodations intermediary.

D. Such attestation shall be effective for twelve (12) months beginning with the month in which the attestation is made. Thereafter, such attestation shall be due annually on a date determined by the commissioner of revenue, on such forms and in such manner as the commissioner may prescribe and require.

E. Such accommodations provider shall make out and submit a report in accordance with this subsection for the retail sale of any accommodations not facilitated by an accommodations intermediary and shall remit such tax by its due date as otherwise required by this article.

It is so **ORDAINED AND RECORDED** on this _____ day of _____, 2026.

RECORDED VOTE:

MEMBERS PRESENT:

MEMBERS ABSENT:

AYES:

NAYS:

ABSTENTIONS:

ATTEST:

Charles E. Presley
Chairman – Board of Supervisors

C. Eric Young
Tazewell County Administrator

NOTICE OF PUBLIC HEARING
PROPOSED TAX EXEMPT STATUS

Please take notice that in accordance with Subsection B of Section 58.1-3651 of the Code of Virginia, the Tazewell County Board of Supervisors will hold a public hearing on June 25, 2026 at 6:40 p.m. in the Tazewell County Administration Building, 197 Main Street Tazewell, Virginia 24651 and hereby gives notice of its intent to consider adopting an Ordinance granting real estate property tax exemption status to the TCF MOB, Inc. (a Virginia non-stock Corporation) property located at 282 Market Street in North Tazewell beside Food Lion on Market Street in North Tazewell, Tax Parcel Number 094A6A0004. The Board of Supervisors will consider the Corporation's responses to the questions set out in Subsection B of Section 58.1-3651 of the Code of Virginia. The estimated annual cost to Tazewell County will be Twenty-One Thousand Four Hundred Eighty-Seven Dollars and Twenty-Six Cents (\$21,487.26). A complete copy of the complete ordinance in a form as hereby proposed for adoption is on file in the office of the County Administrator, 197 Main Street, Tazewell, Virginia 24651 and posted at the front door of the County Courthouse on Main Street in Tazewell, Virginia. All persons interested in commenting on the proposed ordinance are urged to do so. In compliance with the Americans with Disabilities Act if special assistance is needed to participate in this public hearing, please contact the County Administrator's Office at 276-385-1322. A notification of five (5) working days before the meeting will enable the County to make reasonable arrangements to ensure accessibility to the meetings.

By: Aaron M. Gillespie, County Attorney
Per order of the Tazewell County Board of Supervisors

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 25TH DAY OF JUNE, 2026, FOLLOWING A PUBLIC HEARING BEFORE THE BOARD HELD ON THE 25TH DAY OF JUNE, 2026, 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.: 26-03-003

Date: June 25, 2026

AN ORDINANCE TO GRANT TAX EXEMPT STATUS TO TCF MOB, INC.

WHEREAS, Section 58.1-3651 of the Code of Virginia (1950), as amended, permit the Tazewell County Board of Supervisors (hereafter, "the Board") to exempt certain persons or entities from local real estate taxes;

WHEREAS, TCF MOB, Inc., (a Virginia Corporation) owns real estate located at 282 Market Street, North Tazewell, Virginia 24630 (Tax Map No.: 094A6A00004) with said real estate being within the boundaries of Tazewell County, Virginia;

WHEREAS, the real estate tax collected for the said property is Twenty-One Thousand Four Hundred Eighty-Seven Dollars and Twenty-Six Cents (\$21,487.26) per year.

WHEREAS, TCF MOB, Inc., has requested the Board to consider granting it tax exempt status under the aforementioned Code;

WHEREAS, TCF MOB, Inc., is an active non-profit agency, established in 2025, that maintains a mission of providing basic, primary care services to the residents of Tazewell County;

WHEREAS, it appearing that input received from the Public Hearing, held on June 25, 2026 was considered by the Board; and,

WHEREAS, the Board has duly considered the matter and all factors as set forth in Section 58.1-3651 of the Code of Virginia (1950), as amended, and FINDS that TCF

MOB, Inc., is a qualifying institution and that it provides a benevolent service to Tazewell County;

NOW, THEREFORE, BE IT ORDAINED that, pursuant to Section 58.1-3651 of the Code of Virginia (1950), as amended, the Board enacts as follows:

- (1) So long as the real estate at 282 Market Street, North Tazewell, Virginia 24630 (Tax Map No.: 094A6A00004) is owned by TCF MOB, Inc., and used for the purpose of providing active basic, primary care services to residents of Tazewell County, Virginia in a manner consistent with the tax laws and tax exempt provisions of the Code of Virginia (1950), as amended, such property SHALL be exempt. As a condition of such exemption: TCF MOB, Inc., will submit annually, on or before March 1, to the Commissioner of Revenue a statement that no substantial change has occurred in the services provided at 282 Market Street, North Tazewell, Virginia 24630 (Tax Map No.: 094A6A00004); and, that TCF MOB, Inc., will allow and permit the County Administrator of Tazewell County, or his designated agent, to audit TCF MOB, Inc., and the operations thereto when the County Administrator deems it appropriate.

It is so **ORDAINED** and becomes effective this 25th day of June, 2026.

RECORDED VOTE:

MEMBERS PRESENT: _____

MEMBERS ABSENT: _____

AYES: _____

NAYS: _____

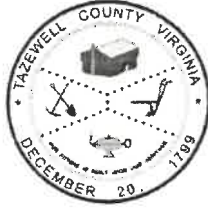
ABSTENTIONS: _____

ATTEST:

Charles E. Presley
Chairman – Board of Supervisors

C. Eric Young
Tazewell County Administrator

Grant Application Tazewell County Board of Supervisors



**** Submission of a grant application does not mean that your organization will receive the funding requested. Your request will be presented to the Board for consideration.**

Upon completion, please return to: County Administrator, 197 Main Street, Tazewell, Virginia 24651 (by mail or in person)

Name/Group making request TRIAD

Mailing address P.O. Box 871 Taz. Va. 24651

Contact person Melissa Hankin

Phone 270-970-3946 Email MSpurgeon01@yahoo.com

Amount requested \$ 500.00

501(c)3 yes Please provide 501(c)3 number _____

no

Purpose for which funds will be used Senior Safety Day 10/21/24

Signature Melissa Hankin Date 6/11/24

*** If you are asking for a donation for the rental fee of Nuckolls Hall or the Peery-Fuller Building, you must call the Administration Office to reserve the building.

- Approved Deferred to Budget Committee
 Denied Does not qualify for consideration

AMENDMENT NO. 2 TO AGREEMENT FOR EMERGENCY MEDICAL SERVICES AND FIRE PROTECTION

This **AMENDMENT NO. 2 TO AGREEMENT FOR EMERGENCY MEDICAL SERVICES AND FIRE PROTECTION** (hereafter, “this Amendment”) is made and entered into this 1st day of JULY, 2026, by and between TAZEWELL COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereafter, “the County”), and the TOWN OF BLUEFIELD, VIRGINIA, a town incorporated pursuant to the Acts of Assembly of the Commonwealth of Virginia (hereafter, “the Town”).

WITNESSETH:

WHEREAS, the County remains committed to providing Emergency Medical Services (hereafter, “EMS”) as defined in the Code of Virginia for protection of residents of the Town and unincorporated areas of the eastern portions of the County, being in the Eastern and Northern Electoral Districts of the County;

WHEREAS, the Town remains committed to providing fire protection services for protection of residents of the Town and unincorporated areas of the eastern portions of the County, being in the Eastern and Northern Electoral Districts of the County;

WHEREAS, on June 7, 2022, the County and the Town executed the *Agreement for Emergency Medical Services and Fire Protection* (hereafter, “the Agreement”), whereby the County agreed to provide EMS coverage and ambulance services to the Town and to the unincorporated areas of the County within the Service Area therein defined, in exchange for the Town providing fire protection and fire

response efforts to the Town and to the unincorporated areas of the County within the Service Area therein defined;

WHEREAS, the County and the Town have previously amended said June 7, 2022 agreement by way of Amendment No. 1 to Agreement for Emergency Medical Services and Fire Protection, dated November 16, 2023, and now desire to amend the agreement to the mutual satisfaction of both parties herein; and,

WHEREAS, the County and the Town desire to amend the Agreement with this Amendment to better serve the residents of the Town and the residents of the unincorporated areas of the Service Area as defined in the Agreement;

NOW THEREFORE, pursuant to Section 27-2 of the Code of Virginia (1950), as amended, the County and the Town do hereby amend the following Sections of the Agreement as follows:

- (a) This Agreement shall be for a two (2)-year term, commencing July 1, 2026 and terminating June 30, 2028, unless renewed as hereinafter set forth.
- (b) For the consideration herein, and for other good and valuable consideration not specifically enumerated, the sufficiency of which is hereby acknowledged and affirmed by the parties herein, the Town shall continue to staff and operate at least one (1) Fire Station within the Service Area. Currently, that Fire Station is the Bluefield Virginia Fire Department.

- (c) As additional consideration herein, the County agrees to pay unto the Town, for the services, staffing, and operations referenced above, the sum of fifty thousand dollars (\$50,000.00) per year for only two years upon execution of this Amendment. The two payments from the County shall be made on October 1, 2026 and on April 1, 2027. Unless otherwise agreed to by the parties herein, with the agreement or amendment to this contract being reduced to writing, approved by both parties' respective elected officials at a regularly scheduled meeting, no other payments pursuant to this agreement shall be made.
- (d) The Town shall provide and adequately train and equip the necessary number of fire responders to respond from the Fire Station(s). The Town shall further provide suitable fire protection apparatus for such services. The Town shall respond from the Fire Station(s) to calls originating in the Service Area.
- (e) This Agreement shall be automatically renewed for additional two (2)-year annual periods, commencing July 1, 2028; provided, however, in the event the County or the Town desire to renegotiate the terms hereof, such party shall provide written notice to the other of its intent to renegotiate on or before January 1 of the final year of the then current term and must conclude such negotiation efforts by March 1 in the same year. In the event that such negotiation efforts

do not result in both parties reaching an agreement as to the terms of this Agreement or any amendment thereof before the herein described March 1 deadline, the County or the Town may terminate this Agreement upon ninety (90) days written notice to the other prior to the end of the then current term.

The foregoing *Amendment* has been approved by the governing bodies of the County and the Town hereto, and their respective signatures hereunder have been duly authorized thereby.

ATTEST:

Charles E. Presley, Jr.
Chairperson – Board of Supervisors

C. Eric Young
Tazewell County Administrator

ATTEST:

Donnie Linkous
Mayor – Town of Bluefield

Andrew S. Hanson
Town Manager – Town of Bluefield

Tazewell County Board of Supervisors
Tazewell County, Virginia
197 Main Street
Tazewell, Virginia

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (herein “Agreement”) is made and entered into as of the 25th day of June, 2026, by and between Tazewell County, Virginia, a political subdivision of the Commonwealth of Virginia, acting by and through its duly authorized governing body (herein “County”) and ProMed Ambulance Company, 11600 Norton-Coeburn Road, Coeburn, Virginia 24230, duly organized and existing under the laws of the Commonwealth of Virginia (herein “Agency”).

- RECITALS -

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions under which the Agency will provide emergency medical services and related emergency response relief in certain designated areas within the jurisdictional boundaries of the County, on a mutual aid and supplemental basis, in order to enhance emergency response capacity, improve public safety, and promote the efficient and coordinated delivery of emergency medical care;

WHEREAS, the County and the Agency acknowledge and agree that this Agreement is intended as a mutual aid and supplemental services arrangement. It is not intended by either party to create an exclusive provider relationship; and, nothing in this Agreement shall preclude the County from entering into similar arrangements with other emergency medical service providers or from providing such services directly. The Agency is also not prohibited from providing services to other jurisdictions or entities subject to any specific condition under this Agreement;

WHEREAS, the County and the Agency are and shall remain separate and independent legal entities. Nothing in this Agreement is intended to, nor shall it be construed to, create a partnership, joint venture, employment, agency, or other similar relationship between the County and the Agency;

AND WHEREAS, The County and the Agency intend that this Agreement be interpreted and enforced in a manner consistent with applicable Virginia and federal law, including, as applicable, laws and regulations governing emergency medical services, public procurement, governmental immunity, and financial management of any public funds.

IN CONSIDERATION THEREOF, including the recitals above, for the County's grant of a Certificate of Need to the Agency, and for other good and valuable consideration of which receipt thereof is accepted and acknowledged by both the Agency and the County; this constitutes an Emergency Medical Services (EMS) Mutual Aid Agreement between the County and the Agency as set forth below:

1. The Recitals above are incorporated herein by reference as if set forth verbatim.
2. Services to be rendered by the Agency to Tazewell County, Virginia's service area include but are not limited to the following:
 - a. Provide EMS services in areas of Tazewell County's Service Area if the Agency is unavailable or otherwise unable to respond to a call or request.
 - b. The designated "Service Area" as stated above is and shall be defined in Exhibit 1 attached hereto and which is incorporated herein by reference.
 - c. Provide an Advanced Life Support (ALS) unit for dual response to ALS calls, automobile accidents, and events with multiple patients in the service area.
 - d. Co-respond with unit carrying extrication equipment whenever need (e.g. automobile accident).
3. The Agency agrees to provide the following:
 - a. Two (2) ambulances as need and when available.
 - b. Work crews to include driver(s), EMT certified individuals, Paramedics, and other emergency response personnel.
4. The Agency shall coordinate with fire, law enforcement, other EMS providers, and other emergency management personnel as it relates to on-scene and transport activities so as to ensure an integrated and effective response.
5. The Agency shall establish and maintain interoperable communications with the Dispatch Office of Tazewell County, Virginia.
6. This Agreement does not create an employer / employee relationship. Both parties fully understand, agree, and confirm that the County shall not be considered the employer of the Agency for any purpose whatsoever. Further, this Agreement does not intend, and shall not be construed, to require the County to pay the Agency for any support, materials, supplies, fuel, insurance, compensation of employees or contractors, costs, or other expenses. In the event that the County does pay, donate, or otherwise appropriate money to the Agency, said act shall not obligate the County to any further or future payment, donation, or appropriation.

7. The Agency acknowledges and agrees that the County may simultaneously request mutual aid or assistance from other Emergency Service Providers. The Agency's obligations under this Agreement do not preclude the County from dispatching additional or alternative providers, nor do they obligate the Agency to provide services outside the designated Service Area, except as separately agreed.
8. The Agency, during any active term of this Agreement shall comply with all applicable law, including laws and regulations pertaining to EMS licensure, medical control, patient care, and transportation. Further, the Agency shall obtain, maintain, and keep in good standing all licenses, permits, certifications, and approvals necessary to perform services, including without limitation, those required for emergency services agencies, vehicles, personnel, and medical direction. The Agency shall promptly notify the County in writing of any suspension, revocation, or material restriction of any license, permit, or certification materially affecting its ability to provide services in Tazewell County.
9. Throughout any active term of this Agreement, the Agency shall procure, maintain, at its sole cost and expense, insurance coverage to include general liability coverage, automobile coverage, worker's compensation coverage, professional liability coverage, and any other insurance coverage that is used in the normal course of business for emergency service providers, with the same being written by insurers authorized to do business in the Commonwealth of Virginia.
10. On all applicable insurance coverages as set forth in para. 9 of this Agreement, the Agency agrees to name the County as an additional insured on the Agency's general liability and automobile liability policies.
11. To the extent not prohibited by applicable law, the Agency shall indemnify, defend, and hold harmless the County and its officers, employees, and agents from and against any and all third-party claims, demands, actions, suits, damages, losses, liabilities, fines, penalties, costs, and expenses (including attorney's fees).
12. The Agency and the County agree and confirm that nothing in this Agreement shall be construed to require the Agency to act in a manner that, in its reasonable professional judgement, would pose an unacceptable risk to the Agency's employees, to the public, or that would be a violation any applicable law or professional/licensure standard.
13. The effective date of this agreement is the ____ day of _____, 2026. Its term is for ten (10) years and shall automatically renew for a period

of ten (10) years unless and until either party notifies the other in writing of its intent to allow this Agreement to expire.

- a. The County reserves the right to terminate this Agreement at any time in the event that the Agency experiences a suspension, revocation, or other loss of licensure, authorization, or legal capacity that materially impairs its ability to perform its obligations under this Agreement.

14. This Agreement may be amended or modified by mutual consent of all the parties hereto with the same being reduced to writing.

15. Neither the County nor the Agency shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by events beyond its reasonable control including, but not limited to, acts of God, natural disasters, pandemics, war, terrorism, civil unrest, or governmental orders of restriction.

16. Neither the County nor the Agency shall assign or transfer its rights or obligations under this Agreement except by expressed consent of the parties hereto.

17. The Agency shall provide written notice to the County or its designee of any change in physical and/or mailing address of the Agency within fourteen (14) days of said change.

18. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. Any legal action or proceeding arising out of this Agreement shall be brought in the Circuit Court of Tazewell County, Virginia; and, the County and Agency consents to the personal jurisdiction and venue of such court.

The parties herein being of agreement of the same doth affix the following signs and seals:

Charles E. Presley, Jr., Chairman
Tazewell County Board of Supervisors

ProMed Ambulance Company
By its: _____

ATTEST:

C. Eric Young, Esq.
Tazewell County Administrator

**NORTH TAZEWELL REVITALIZATION PROJECT
FACADE PARTICIPATION STATEMENT OF INTEREST**

I, _____, own a commercial property at 1656 Riverside Drive in the Project Area which is currently targeted for Community Development Block Grant (CDBG) assistance.

I understand that for a limited time, the Town of Tazewell will make CDBG funds available for building owners to make improvements under the Façade Improvement Program for building facades (visible from the public right of way such as rear, front, and side).

I understand that the funds are made available in the form of 0% interest deferred loan. The loan is forgiven at a rate of 20% each year for five years; and is completely forgiven at the end of the five year term after completion of the improvements, provided that I meet certain conditions, such as:

- The improvements are completed in accordance with design plans originally approved by the Town.
- I retain ownership of the building during the five year period or the loan must be repaid for any remaining unforgiven portion of the loan.
- I must keep the building occupied with a business or if currently vacant, I must obtain a tenant within one year of the completion of improvement work.

I understand that CDBG funds will provide design development assistance for an architect for the façade improvements. All work will be bid out by the Town and require compliance with local, state and federal regulations. I must enter into a three-party construction contract between the Town, the contractor and myself before the work begins.

I understand that a deed of trust and a deed of trust note (promissory note) will be executed for the 0% interest deferred loan for the amount of the improvements.

I understand that the architecture services provided through CDBG funds include site inspection, owner consultation, façade improvement design & color rendering, preliminary cost estimate, and work write-up for purposes of construction bidding. The architect, upon my request, may also assist me in generally identifying other needed improvements for consideration in order to meet the matching investment requirement. I may contract by separate agreement at my expense for additional services or plans from the architect.

I understand that Town Council will appoint a Façade Improvement Advisory Board to review, approve and monitor the façade improvement project and loans.

I understand that if I do not comply with the general terms of this agreement at any time during the specified loan period, then I will be responsible for repaying the unforgiven balance of assistance I received from this program to improve the property.

**I UNDERSTAND THAT THIS STATEMENT OF INTEREST IS NON-BINDING.
IT IS ONLY VALID IF THE TOWN OF TAZEWELL RECEIVES CDBG FUNDING AND IF
I SUBSEQUENTLY AGREE TO PARTICIPATE IN THE PROGRAM WITH THE**

COMPLETION OF A FAÇADE IMPROVEMENT PROGRAM APPLICATION WHICH IS APPROVED BY THE FAÇADE IMPROVEMENT ADVISORY BOARD.

If you are interested in participating in the program, please sign below.

Owner Signature

Building Address

Date Owner

Mailing Address

Name of Owner (please print)

Owner phone # / email

ADDITIONAL INFORMATION

Type of Building Improvements since July 1, 2025 _____

Amount of Building Improvements since July 1, 2025 _____

Proposed New Façade Improvement:

1656 Riverside Drive was not owned by Tazewell County during the development of the North Tazewell Revitalization Plan, so proposed improvements to its facade are not listed in this plan. However, now that the property is under their ownership, facade improvements will be incorporated into this project to the extent our budget permits.

Estimated Costs:

Not available at this time, see above.

The Façade Improvement Program is subject to availability of funds and approval by the Façade Improvement Advisory Board and the funding agency, Virginia Department of Housing and Community Development.

Please complete this form at your earliest convenience and return to the Town of Tazewell to be included in this grant application. Return to Manager Leeanne Regon in person at Town Hall located at 211 Central Avenue, Tazewell, Virginia, or return to Manager Regon by mail at PO Box 608 Tazewell, Virginia.

TAZEWELL COUNTY ANIMAL SHELTER BOARD

(Four (4) Year Term)

Warren Hinkle
4432 Baptist Valley Road
Cedar Bluff, VA 24609
276-596-0633
warrenhinkle@roadrunner.com
(reappointed 6-4-2019)

07-01-2023 6-30-2027

Jim Talbert
357 Brook Street
Tazewell, Virginia 24651
JTalbert@richlands-news-press.com

07-01-2026 6-30-2030

Dave Anderson
3124 Ridgeway Drive
Bluefield, Virginia 24605

RESIGNED

07-01-2022 6-30-2026

Missie Joyce
529 Cresswood Dr.
Richlands, VA 24641
missie.joyce@gmail.com
276-245-0951

07-01-2022 6-30-2026

John Absher
Town of Cedar Bluff
276-964-4889
jabshercb@gmail.com

07-01-2025 06-30-2029

MEETING DATE AND LOCATION:

AMOUNT OF PAY:None.

****Financial Disclosure 4required****

The Board of Supervisors make the appointments to the Board of Directors of the Animal Shelter.

Duties: To manage the business and property of the Tazewell County Animal Shelter

APPALACHIAN AGENCY FOR SENIOR CITIZENS

(Four (4) Year Term) [Caleb Perkins](#)

Ginger Branton 07-01-2024 06-30-2026
(W): 1413 Front Street
Richlands, VA 24641
276-963-3385
(H): P.O. Box 436
Richlands, VA 24641
276-245-7559
gingerhb3@gmail.com

Ralph Mullins 07-01-2024 06-30-2026
161 Valley Drive
Richlands, VA 24641
276-963-0338

MEETING DATE AND LOCATION:

Meets on the first Thursday of each month at 12:00 noon at the AASC office.

AMOUNT OF PAY: None, but reimbursed for travel.

****Financial Disclosure Required****

Duties: To promote and assure the highest level of services attainable for every elderly person in the District and to provide opportunities to live a more independent, dignified and meaningful life and to identify the unmet needs of older persons

CLINCH VALLEY COMMUNITY ACTION AGENCY

(One (1) Year Term)

Chris Plaster
106 Suffolk Avenue
Richlands, VA 24641
chris@plasterlaw.com
chris.plaster@cwa.tazewellcounty.org
(appointed to fill Mike Dennis' unexpired term 4-21-2020)

07-01-2026 06-30-2027

Adrianna Culbertson
P.O. Box 623
Richlands, VA 24641
Adrianna.culbertson@sw.edu

07-01-2026 06-30-2027

Dave Anderson **RESIGNED**
135 Court St., Suite 301
Tazewell, VA 24651
(Work) 276-385-1233
(Cell) 276-202-7005
(Filled the unexpired term of James Curtis Gillespie)

07-01-2025 06-30-2026

David Larimer
600 Six Farm Road
Tazewell, Virginia 24651

07-01-2026 06-30-2027

Jim Boyd **(Fills unexpired term)**
PO Box 54
Richlands, Virginia 24641
276-964-4162
j.boyd2@roadrunner.com

07-01-2025 06-30-2026

MEETING DATE AND LOCATION: Lunch meeting at 12:00 noon - 3rd Thursday of each month except they do not meet in the month of June and November.

AMOUNT OF PAY: None -**Financial Disclosure Required**
Duties: To establish programs, receive and distribute grants and to promote social, education and economic life for the purposes of combating poverty situations.

INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)

(Four (4) Year Term)

Darell Cantrell
219 E. Hillcrest
Cedar Bluff, VA 24609
cdarell@gmail.com
276-971-7037
(filled unexpired term of Marco Warner)

07-01-2025 06-30-2029

Kyle Hurt
349 Brandon Drive
Bluefield, VA 24605
276-322-4695
kyleh@mefcor.com
(Oath taken 06-28-2017)
(Oath taken 07/14/2021)

07-01-2025 06-30-2029

Melanie Protti-Lawrence
302 M arcus Drive
Bluefield, VA 24605
276-245-5515
melaniepl@biweb.com
(Fills the expired term of James Curtis Gillespie)
(Oath taken 7-18-2019)

07-01-2023 06-30-2027

Darrell Addison
502 Lakepark Drive
Richlands, VA 24641
276-964-4195
(Appt. 8-3-10)
(Oath taken 07-18-2019)
darrell24641@hotmail.com

07-01-2022 06-30-2026

Mack Payne
1565 Fincastle Tpke.
Tazewell, VA 24651
276-971-3119
roger237@verizon.net
(Fills the expired term and resignation of Monte Rife)
(Oath taken 07-02-2019)

07-01-2023 06-30-2027

Rachel Patton 07-01-2024 06-30-2028
220 Forbes Street
Cedar Bluff, VA 24609
276-608-1851
(fills unexpired term of Curtis Breeding)
rachel.patton@tazewellcounty.org or rachel_patton@live.com

Rick Chitwood 07-01-2024 06-30-2028
148 Dallas Road
N. Tazewell, VA 24630
(Fills the expired term and resignation of Suzanne Brinegar)

LIAISON - BOARD OF SUPERVISORS

Curtis W. Breeding
PO Box 494
Richlands, VA 24641
276-971-7416
curtisbreeding50@yahoo.com

LIAISON - FARM BUREAU REPRESENTATIVE

Rick Snapp
7976 Burkes Garden Road
Tazewell, VA 24651
276-970-1136
Snappdairy04@gmail.com

(Appointed 4-3-2018)

The Liaison Member is a non-voting, non-paid member and serves at the will and pleasure of the Tazewell County Board of Supervisors.

MEETING DATE AND LOCATION:

2nd Wednesday of each month at 2:00 p.m. 197 Main Street (conference room) Tazewell, VA

AMOUNT OF PAY: \$50.00 (each time they meet- plus mileage)

Must be Sworn in by Clerk of the Court

****SOEI Required****

Created pursuant to Virginia Code Section 15.2-4903

Tazewell County adopted an ordinance creating the Tazewell County IDA, Feb. 4, 1969

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

Per District 1 - (Two (2) Year Term)
1 - (One (1) Year Term)

SOUTHERN

Lucie D'Amato
847 Dogwood Road
Tazewell, VA 24651
757-692-3395

07-01-2026 06-30-2028

Beth Takach

279 Richardson Drive
Tazewell, VA 24651

(Filled the expired term of Tammy Allison)

07-01-2025 06-30-2027

EASTERN

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

leer17@verizon.net

(replaced the expired term of Michael A. Brown)

07-01-2022 06-30-2024

David Comer

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

07-01-2024 06-30-2026

NORTHERN

Dedra Cox
263 Mission Church Road
Bluefield, VA 24605
304-320-4353
detracox38@yahoo.com

07-01-2023 06-30-2025

Warren Hinkle

4432 Baptist Valley Rd.
Cedar Bluff, VA 24609
warrenhinkletcfp@gmail.com

07-01-2024 06-30-2026

WESTERN

Larhonda Lindsey 07-01-2026 06-30-2028
2037 Cedar Valley Drive
Cedar Bluff, VA 24609
(Replaced the unexpired term of Sarah Romeo)

Jamie Tuggle 07-01-2026 06-30-2027
P.O. Box 258
Cedar Bluff, VA 24609
276-202-9992

NORTHWESTERN

Rick Wood 07-01-2025 06-30-2027
226 Floyd Ave
Richlands, VA 24641
(Logan Plaster - resigned)

Keshia Cole 07-01-2024 06-30-2026
118 Coleman Lane
Tazewell, VA 24651
276-971-5338

****Financial Disclosure Required** Pursuant to Section 15.2-5505 of the Code of Virginia -To promote tourism in Tazewell County, participate and assist in the planning of the Heart of Appalachia Tourism Authority and develop a tourism development plan for Tazewell County.**

TAZEWELL COUNTY TRANSPORTATION SAFETY COMMISSION

(Three (3) Year Term)

EASTERN

Jack Asbury
PO Box 139
Bluefield, VA 24605

07-01-2024 06-30-2027

WESTERN

Jonathan Roberts
PO Box 584
Richlands, VA 24641
276-971-4546

07-01-2024 06-30-2027

SOUTHERN

Brian Heatt
569 Peery Addition Road
Tazewell, Virginia 24651
(Reappointed 6-2-20)

07-01-2023 06-30-2026

NORTHERN

Scott Rasnick
1498 Mundy Town Road
North Tazewell, VA 24630
Cell: 276-385-085-0853
Home: 276-979-1907
(Replaced unexpired term of Ray Howell)

07-01-2024 06-30-2027

NORTHWESTERN

Allen Whited
224 Birch Street
Raven, VA 24639
964-6126

07-01-2023 06-30-2026

Transportation Department
Tazewell County Public Schools
209 West Fincastle Turnpike
Tazewell, VA 24651
988-5511 (Work)
George Goodbey & Robert K. Webb

Ex-Officio

Jack Sisk
Box 288
Tazewell, VA 24651
988-4717

Ex-Officio

Bob L. Hedrick (Recording Secretary)
Driver Education
Forest Hills Village
Bluefield, VA 24605
322-4840

Ex-Officio

JR Watson – VDOT Representative
PO Box 127
Lebanon, VA 24266
276-889-7601

Ex-Officio

Representative
Virginia State Police
P. O. Box 386
Pounding Mill, VA 24637
964-4477

Ex-Officio

Shane Gunter – Chief of Police, TOB
1112 Hufford Drive
Town of Bluefield, VA 24605

Ex-Officio

MEETING DATE AND LOCATION: Meets on the second Tuesday of each month at 5:30 p.m.

AMOUNT OF PAY: Chairman only \$50 per month; \$600 maximum per year. Created by action of the Board of Supervisors at a meeting held May 3, 2005, to advise the County Administration and the Board of Supervisors in matters pertaining to transportation and safety in Tazewell County, Virginia.

WIRELESS SERVICE AUTHORITY
(Established June 1, 2010)

(Four (4) Year Term)

EASTERN

Chuck Presley
40 College Drive
Bluefield, Va 24605
540-558-8341
chuck.presley@tazewellcounty.org

01-01-2024 06-30-2027

SOUTHERN

Sam Kinder-Tannersville, VA
1129 Laurel Creek Lane
Broadford, Virginia 24316
276-496-7388
conniek47@gmail.com

07-01-2023 06-30-2026

NORTHERN

Kyle Cruey
8629 Dry Fork Rd.
North Tazewell, VA 24630
kyle.cruey@tazewellcounty.org
(filled unexpired term of Brandy Brewster)

07-01-2025 06-30-2029

NORTHWESTERN

Jordan Bales
239 Valley Drive
Richlands, VA 24641
276-971-2384
jordancbales@gmail.com
Fills resignation of Rick Wood

07-01-2025 06-30-2029

WESTERN

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

RESIGNED 07-01-2025 06-30-2029

*Financial Disclosure Form Required