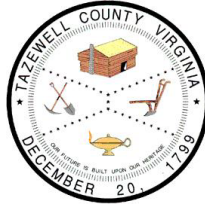


TAZEWELL COUNTY BOARD OF SUPERVISORS REGULAR MEETING



September 1, 2026 – 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**, and entering "836650" as the access code when prompted.

Time	Subject	Pg
4:00 pm	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 August 4th meeting.	4
4:05 pm	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) 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. Consider ratifying poll to donate \$2,500 from Northwestern District funds to the Town of Cedar Bluff for the fall festival D. Consider approving poll to transfer \$7,000 from contingency to Tazewell County Public Library for cost overrun on HVAC purchase E. Consider approving funding from FY26 that was not received prior to June 30th for AASC F. Consider ratifying change to June 25th minutes / financial orders G. Consider transferring \$76,477.50 from Contingent Expenditures and Grant Account 091050-7041 to the Fire Departments New Vehicle Purchase 32010-8105.	24 26 27 29 30

	H. Consider ratifying poll to transfer \$15,000 from Capital Projects Raven/Doran Flood Mitigation Grant Match to Buildings and Grounds to improve the hiking trail at Raven Elementary	
4:10 pm	7. Department Reports ▶ Kenneth Dunford – Engineering Report	33
4:20 pm	8. Special Presentations ▶ FY2025 Audit Presentation ▶ Davenport - School Construction Financing Presentation ▶ Brad Pyott - Wagner Park	
4:30 pm	9. Executive/Closed Meeting – Pursuant to Virginia Code Section 2.2-3711 ▶ A(1) Personnel in Administration ▶ A(1) Personnel in Tourism ▶ A(1) Personnel in Economic Development ▶ A(1) County Administrator’s Annual Evaluation ▶ A(1) Personnel in Registrar's Office ▶ A(3) Property Acquisition – Cavitt’s Creek ▶ A(3) Property acquisition – Richlands ▶ A(29) Contract negotiations SEH/RMMA school design	
6:25 pm	10. Return/Certification/Return of Action	
6:30 pm	11. Public Hearings ▶ Notice of Public Hearing for an Ordinance to Approve a Bonus for Employees of the Tazewell County Department of Social Services ▪ Ordinance (Granting one-time bonus for DSS employees)	38
6:40 pm	▶ Notice of Public Hearing to enact Ordinance pursuant to VA Code §10.1-1424.3 (Polystyrene Exemption) ▪ Ordinance (Establishing process for considering exemption requests from the polystyrene food service container ban)	38 42
6:40 pm	12. Citizen Comments – Scheduled <i>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.</i> ▶ Jackie Dawson – Water Lines and Fire Hydrants in Yards / Falls Mills	
6:50 pm	13. Citizen Comments – Unscheduled <i>(Two (2) minutes per speaker)</i>	
6:55 pm	14. Administrative/Financial/County Projects Update 1. Consider approving CMCS contract for FY27 2. Consider approving Amendment to RES Flood Study Services Master Agreement for Raven/Doran flood mitigation design 3. Consider approving Private Crossing Agreement / Notice of License Fee Adjustment with Norfolk Southern	51 62

VIRGINIA: AT THE REGULAR MEETING OF THE TAZEVELL COUNTY BOARD OF SUPERVISORS HELD AUGUST 4, 2026 AT FOUR O'CLOCK P.M. IN THE TAZEVELL COUNTY ADMINISTRATION BUILDING, 197 MAIN STREET, TAZEVELL, VIRGINIA 24651

PRESENT: CHUCK PRESLEY, CHAIRMAN
SHANNA PLASTER, VICE-CHAIRPERSON
CURTIS BREEDING, MEMBER
JOHN RHUDY, MEMBER
KYLE CRUEY, MEMBER
C. ERIC YOUNG, COUNTY ADMINISTRATOR
AARON M. GILLESPIE, COUNTY ATTORNEY
BRAD GIBSON, ADDRESSING COORDINATOR

MEMBERS OF THE PRESS:
JIM TALBERT, RICHLANDS NEWS PRESS
WARREN HINKLE, THE VOICE (by phone)

ABSENT: STEPHANIE RUSSELL, EXECUTIVE ASSISTANT

MINUTES

Chairman, Chuck Presley, called the regular meeting to order and presided with all members present.

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

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 Chairman called for any additions/deletions to the agenda.

County Administrator Eric Young requested three (3) additions to the agenda; Administrative - Polystyrene exemption request for Joe's Pizza; Executive Session - A(29) Contract negotiations with Town of Pocahontas for Mutual Aid Agreement for law enforcement; and Special Presentations - Andy Hrovatic with the Tazewell County Airport Authority.

Upon motion of Supervisor Breeding, seconded by Supervisor Rhudy 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 agenda format incorporating the requested additions. A copy of which is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

MINUTES APPROVED AS WRITTEN

Upon motion of Supervisor Rhudy, 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 approve the June 16th and June 25th meeting minutes. Copies of which are available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

CONSENT CALENDAR

Administrator Young clarified for the Board and members of the public that the County was only acting as the fiscal agent on a \$50,000 grant to Plum Creek Quilters, not contributing the money.

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 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.

1. Consent Calendar

(All items on the consent calendar are considered to be routine matters. The following items may be enacted by one motion, with the concurrence of the Board of Supervisors, a member may request that an item be removed for further discussion)

- A. 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 serve as fiscal agent for Plum Creek Quilters \$50,000 Thompson Foundation Grant

Consent Calendar Items August 4, 2026 Meeting

Source	Check #	Accounts	Amount	Description
Mark Hurt	16770	31020-6001	\$30.90	FOIA request
Felicia DeCourcy	16415	31020-6001	\$25.00	Donation
Legal Aid Justice Center	116290	31020-6001	\$40.00	Donation
Dominion Auto	13742	31020-6009	\$5,665.00	Sale of 2007 Ford Escape
Albert Childress	5434	31020-6010	\$2,000.00	Canine – Rita
Witmer Public Safety Group	11222247	31020-6001	\$132.96	Donation
East River Auction Co.	1476	31020-6001	\$6,350.75	Guns (forfeited and sold)

Town of Richlands	18956	31020-6010	\$2,500.00	Donation – vehicle
Recycle WV	516188	43020-3310	\$217.60	Recycled steel
Anonymous		7301-3099	\$20.00	Donation (cash)
Joyce J. Johnston	8840	7301-3099	\$50.00	Donation
Walmart	ACH	31020-6010	\$2,000.00	Donation for police supplies

DEPARTMENT REPORTS

Engineering – Kenneth Dunford

Sage Hill Road

Mr. Dunford addressed the structure and bridge report dated May 6, 2026, performed by consulting engineers Schwartz and Associates, for the Sage Hill Road bridge. Mr. Dunford specified that this bridge in particular is notable for receiving a bad rating every year and while the County does not own the bridge, it does lead to other roads contained in the County's Orphan Road system. Mr. Dunford advised that each year the County Attorney will mail letters; enclosing a copy of the report, to residents in the area of Sage Hill Road who may utilize the bridge. Mr. Dunford noted that in the past, replacement costs came in around \$500,000-\$600,000. However, since the County does not own the bridge and considers it to be private, there's not much the County can do, said Mr. Dunford.

County Administrator Young advised that currently the County is working with VDOT on a grant to fix the bridge, but the County must first adopt the bridge and there is no guarantee that we would get the grant.

Supervisor Breeding and Mr. Dunford briefly discussed the remaining two (2) bridges that the County currently inspects; Mountain Road Bridge & Fincastle Farms. Since VDOT replaced the bridge on Sage Hill Road they handle the inspection, but all parties agree Sage Hill is the priority, clarified Mr. Dunford.

Richlands drainage project

Mr. Dunford updated the Board on the Richlands drainage project, stating the parking lot portion is just about complete and paving is scheduled to begin tomorrow and will be finished before the school year begins. Mr. Dunford said the pond still needs to be finished, but the critical part; the parking lot, will be finished before school starts.

Mr. Dunford wished to thank County Attorney Aaron Gillespie, for his help on the procurement since last year we ran out of time to do the whole project at once, which is why it has been done in phases, accounting for setbacks that were out of our control.

Buckhorn Street

Mr. Dunford stated that the County authorized a contractor to do the grading and we are just waiting for the right opportunity to put the stone down.

County Administrator Eric Young interjected that the work will be completed in three (3) phases, since easements are needed.

Myrtle Road

Mr. Dunford informed the Board that in years past there have been requests made for two (2) “Children at Play” road signs on Myrtle Road. Mr. Dunford advised that the County entered into an agreement with VDOT, wherein VDOT will handle the installation for the two (2) signs, but the District Supervisor must pay the \$120.00 charge per sign.

Upon motion of Supervisor Rhudy, 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 authorizes payment for two (2) “Children at Play” road signs for Myrtle Road from the Southern District Capital Improvement Fund.

Coal and Gas Road Improvement Committee (Coal Severance Tax - CST)

Mr. Dunford reported that at the Coal and Gas Road Improvement Committee Meeting (CST) of July 28th the members approved \$2,000 for the purchase of mile markers and posts for the Back of the Dragon.

Upon motion of Supervisor Plaster, seconded by Supervisor Cruey and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby authorizes expenditure of coal severance tax road funds in the amount of \$2,000 to fund the purchase of mile markers and posts for Route 16.

Mr. Dunford also reported that the CST Committee approved contributing \$10,000 towards the (\$21,000) BluePSI contract; to assist the County with meeting possible funding agencies in order to secure grants for a proposed gas line extension on the western end of the County.

Administrator Eric Young recollected to the Board that the 2024 DHCD grant to study the feasibility of a gas line in the western portion of the County. With the first phase completed; it is now time for implementation but we do plan to take baby steps in order to complete the project, said Mr. Young.

Upon motion of Supervisor Rhudy, 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 authorizes a \$10,000 expenditure from the coal severance tax road funds to continue the feasibility study for the Western Gas Project.

Questions/Comments

Supervisor Cruey inquired if there had been any updates on the Sparrow Road sewer issues?

Mr. Dunford stated he was not aware of any updates, but suggested reaching out to Jan Cordle or Rhudy Keith.

Supervisor Breeding queried if the ROW had been determined for Fashion Road? Mr. Breeding stated that Mr. Gillespie is also in the process of researching any easements/ROWs.

Mr. Dunford replied, he was still in the process of working on it.

SPECIAL PRESENTATIONS

Tazewell County Airport Authority

Andy Hrovatic, Vice Chair of Tazewell County Airport Authority, was in attendance to invite the public to an Open House on August 22nd at 2200 Airport Road, Cedar Bluff, VA 24609, beginning at 12:00 p.m.

Mr. Hrovatic provided flyers which listed the multitude of activities: airplane rides, flight simulators, paper airline competitions, live music (Noah Spencer), bounce house for the kids, food trucks/vendors and a showing of Top Gun at sundown.

County Attorney Aaron Gillespie inquired of the price for the airplane rides.

Mr. Hrovatic responded that a pilot has volunteered his plane, but we are still calculating the costs per ride/person.

Merchant McIntyre

Brent Merchant and Will Hoing with Merchant McIntyre, presented a brief presentation highlighting federal funding wins and pending grant applications for Tazewell County.

Mr. Merchant stated Merchant McIntyre remains highly motivated to continue securing additional federal funding, trying to predict which grants are coming out ahead of time and looking at investments to compete for federal grants before others. Working together we have covered a full variety of topics, resulting in grant awards in excess of \$12,000,000, including: asbestos, trail expansions, Project Jonah, childcare development center, ambulance acquisition and \$4.3 million for Project Jonah, continued Mr. Hoing.

Mr. Merchant declared that Merchant McIntyre will continue to target and hunt pertinent funding opportunities on behalf of Tazewell County, as well as continuing to work for the county through congressional earmarks depending on the needs of the county. As we are closing on our fiscal year; it's the perfect opportunity to seek any available options, guaranteeing the County a return on investment, as we appreciate the County's investment in our firm, concluded Mr. Merchant.

ADMINISTRATIVE/FINANCIAL/COUNTY PROJECTS UPDATE

Consider approving CMCS Contract for FY27

County Administrator Eric Young explained that the Cumberland Mountain Community Services (CMCS) contract for fiscal year 2027 is approximately 2 inches thick, but a copy can be printed should anyone want to review it in its entirety. Mr. Young stated that the State requires the County to fund CMCS between \$600,000 and \$700,000 per year, but the County usually manages to contribute approximately \$300,000 per year.

Supervisor Breeding asked to see a copy and to have the opportunity to read it.

Mr. Young agreed to forward the complete CMCS contract to the Board via email.

The Chairman directed that this matter be deferred to the September 1, 2026 meeting.

Funding request - VFW

Administrator Eric Young noted that the VFW submitted a funding request, wherein they are requesting their \$2,400 appropriation be paid yearly, as opposed to the \$600 quarterly payments.

Upon motion of Supervisor Plaster, seconded by Supervisor Rhudy 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 distributing VFW's appropriation as a one-time lump sum payment in the amount of \$2,400.00.

Consider approving Doran Flood Mitigation Grant Agreement

Mr. Young advised that the Department of Conservation and Recreation's (DCR) project engineers recommended an option in order to divert the flood waters around Doran. Mr. Young stated that the County has already procured

RES Engineering to design the project, with the DCR agreeing to cover the \$648,000 cost. The County has agreed to pay the required \$72,000 local match; which has been budgeted over two (2) years, or we can pay up to \$15,000 per year in kind services (time/sweat equity), said Mr. Young.

Upon motion of Supervisor Plaster, seconded by Supervisor Breeding 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 grant agreement with the Virginia Resources Authority as Administrator for the Virginia Community Flood Preparedness Fund in Tazewell County. A copy of which is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Consider reappointing Tim Danielson as Tazewell County's representative to the Ninth District Finance Committee Board

Mr. Young informed the Board that Tim Danielson is the County's representative to the Ninth District Finance Committee Board. However, his annual term has expired and Mr. Danielson needs to be reappointed, Mr. Young stated.

Upon motion of Supervisor Plaster, seconded by Supervisor Cruey and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves reappointing Tim Danielson as the County's representative to the Ninth District Finance Committee Board.

Tazewell County Fire Company's Amendment to Bylaws

Administrator Young reminded the Board of last month's meeting wherein the fire company's bylaw amendment was held over due to the residency requirement for the Battalion Chiefs.

County Attorney Aaron Gillespie concurred with Mr. Young pointing out that there was an issue with limiting all of the Battalion Chiefs from their respective districts. Mr. Gillespie explained that each Battalion Chief has their own set of bylaws that they are required to adhere to and therefore the only amendment requested by Chief Stowers was on the issue of residency. Chief Stowers and I recommend that the Battalion Chiefs would only be required to reside within Tazewell County, said Gillespie.

Upon motion of Supervisor Plaster, seconded by Supervisor Cruey and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the Tazewell County's Fire Company's Bylaws as amended. A copy of which is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Consider approving Fire Company User Agreements

Mr. Young recollected to the Board that in December a Fire Protection Restructuring Ordinance was enacted, effectively transitioning to a single volunteer company rather than multiple companies spread out through the county. Mr. Young stated that this is an agreement between the County and the new Fire Company authorizing the use of the fire apparatus, the building and equipment owned by the County. Mr. Young continued, that while this agreement is mainly due to insurance purposes, it further notifies the department that any equipment they may have, belongs to the County and it is the County that is authorizing its use.

Upon motion of Supervisor Rhudy, 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 Fire Company User Agreement as presented. A copy of which is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Ratify ranking of bids for Richlands Elementary flood pond

Mr. Young explained the efforts to improve the drainage and prevent flooding at Richlands Elementary School by the Board authorizing procurement (by emergency if necessary) of construction through the solicitation of bids to fix the drainage project. Mr. Young said that due to recent flooding, we are requesting the Board ratify the use of the emergency procurement for procuring the Phoenix bid of \$80,000, for the construction of the features within the roadway of Richlands Elementary School. He stated the present bid was directly solicited utilizing the emergency procurement authorization previously given by the Board.

Upon motion of Supervisor Plaster, seconded by Supervisor Cruey and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves ratifying the emergency procurement for procuring the Phoenix bid of \$80,000, for the construction of the features within the roadway of Richlands Elementary School.

Unclaimed property ordinance

Mr. Gillespie conveyed that the Sheriff's Department contacted his office regarding unclaimed property, usually from the evidence locker which no one has come forward to claim. Mr. Gillespie discovered the county already has an ordinance in place, which lists the process to follow for the property to be sold at public sale or retained by the Sheriff's Department. Mr. Gillespie advised that his office will start working directly with the Sheriff's Department and update the ordinance should it be necessary.

Funding request – Tazewell County Historical Society

The Chairman deferred this matter to the Board Concerns portion of the meeting.

Consider waving taxes on Cumberland Plateau Housing Authority's Indian Princess Apartments property 2025 and 2026

Administrator Young informed the Board that Cumberland Plateau has requested the property taxes for Indian Princess Apartments be waived for 2025 and 2026, since it is public housing for low to no income residents. He noted to remain eligible for DHCD grants the County must take at least one action annually to advance public housing and historically this exemption has served that purpose.

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 waving the property taxes for 2025 and 2026 on the Cumberland Plateau Housing Authority's Indian Princess Apartments in the amount of \$9,720.00 per year.

Consider ratifying lease renewal Barnes Kidd convenience area site

Mr. Young stated a new rental agreement for the Barnes Kidd convenience area site has been drafted, wherein the County negotiated a more favorable monthly rental price of \$580 per month for the next three (3) years.

Supervisor Cruey inquired if Mr. Kidd had reviewed the lease agreement?

Mr. Young replied that the Board must first approve the agreement, then it will be mailed to Mr. Kidd for approval. Mr. Young surmised that Mr. Kidd had requested an increase from \$440 to \$880 per month, back in December.

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 lease renewal agreement with Barnes Kidd on the Baptist Valley convenience area site.

Consider approving moral obligations agreement for PSA

The Chairman deferred this matter until after Executive Session.

Tannersville Community Association

County Attorney Aaron Gillespie notified the Board that should the Tannersville Community Association dissolve, the building would revert back to county ownership. Mr. Gillespie advised that a Public Hearing would need to be held, should the property be transferred or used for another purpose other than the Community Association.

Supervisor Rhudy requested Mr. Gillespie to reach out to the Community Association for their future intentions concerning the property.

Mr. Gillespie agreed, stating the difficulty thus far has been reaching a quorum and therefore a decision has not been made.

Polystyrene Exemption

County Attorney Aaron Gillespie requested the Board's approval to include a polystyrene exemption for Joe's Pizza to the September agenda, based upon changes to Virginia Code §10.1-1424.3. For future reference and in order to streamline the exemption process, the smoothest route would be for the business(es) to send a formal request to my office directly, proposed Mr. Gillespie.

Upon motion of Supervisor Rhudy, 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 moves to include the polystyrene exemption for Joe's Pizza to the September agenda.

Appointments

Animal Shelter

The Chairman directed that this matter be deferred to the September 1, 2026 meeting.

Mr. Gillespie stated he will need to file an amendment with the State Corporation Commission once an appointment has been made.

Appalachian Agency for Senior Citizens

The Chairman directed that this matter be deferred to the September 1, 2026 meeting.

Clinch Valley Community Action

The Chairman directed that this matter be deferred to the September 1, 2026 meeting.

Enterprise Zone Committee

The Chairman directed that this matter be deferred to the September 1, 2026 meeting.

Tazewell County Tourism Development Committee

Upon motion of Supervisor Cruey, seconded by Supervisor Rhudy 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 moves to approve the appointment of Nadja Brodesser to the Tourism Development Committee for two (2) years.

Tazewell County Transportation Safety Commission

The Chairman directed that this matter be deferred to the September 1, 2026 meeting.

Wireless Service Authority

The Chairman directed that this matter be deferred to the September 1, 2026 meeting.

Other

Mr. Young wished to show appreciation to Brad Gibson for covering tonight's meeting minutes in Stephanie Russell's absence, in addition to acknowledging the finance department taking care of the refreshments, our Maintenance Department for setting up at Tazewell Middle School and our IT Department for handling the virtual meeting preparations.

Robert's Rules of Order

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 approved the suspension of Robert's Rules so the Board could more easily move about the agenda.

EXECUTIVE/CLOSED MEETING – 5:12 pm

Upon motion of Supervisor Breeding, seconded by Supervisor Rhudy 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 Board enters into an Executive/Closed meeting and invites any other 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(3) Property disposition Boissevain
- ▶ A(3) Property acquisition in Cavitts Creek
- ▶ A(3) Property acquisition near Pocahontas
- ▶ A(29) Contract negotiations with American Water
- ▶ A(3) Tannersville property discussion
- ▶ A(1) Personnel in Fire Company / EMS (5)
- ▶ A(1) Personnel in IT (2)
- ▶ A(1) Personnel in Tourism
- ▶ A(1) Personnel in Economic Development
- ▶ A(1) Personnel in Administration
- ▶ A(1) County Administrator's Annual Evaluation
- ▶ A(29) Sheriff's Department and Tazewell County MOU with Town of Pocahontas

RETURN/CERTIFICATION/REPORT OF ACTION – 5:59 pm

The Board of Supervisors returned to public session and County Attorney Aaron Gillespie 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: Two (2)

ACTION FOLLOWING EXECUTIVE SESSION

Personnel in Fire Company

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 moves the Fire and EMS Administrative Assistant position from an Administrative II position to an Administrative I position in light of the additional duties being added to assist the Fire Company and part time Fire Department and re-title the position as Administrative Assistant for Fire Services; and further move to authorize the Fire and EMS Director to designate one paramedic as Administrative EMS Lieutenant to assist with administrative duties no longer performed by Chief Brooks and the Administrative Assistant who has been moved exclusively to fire services and set compensation for the Lieutenant at Tier 6.

Personnel in Fire Company

Upon motion of Supervisor Rhudy, 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 pursuant to the December 2025 Fire Protection Restructuring Ordinance and the Tazewell County Fire Company Bylaws as amended this evening, hereby moves to appoint the following Battalion Chiefs for the Tazewell County Fire Company: George Pilkins for the Central Battalion, Brian Lowe for the Northern Battalion and Mike Bennett for the Southern Battalion.

County Administrator Eric Young explained for benefit of the public, that not all matters were discussed during Executive Session. The A(1) Personnel in Fire Company/EMS (5) had been resolved and the remaining matters will be discussed during a second Executive Session, concluded Mr. Young.

CITIZEN COMMENTS – SCHEDULED

► *Robert Duff – P.O. Box 273, Tazewell, VA 24651*

Robert Duff was in attendance to discuss his specialized renderings of Graham High School, Tazewell High School and Richlands High School which are available for purchase. Mr. Duff stated in previous years the Board of Supervisors have co-sponsored the drawings, making it possible to gift each graduating senior a personalized drawing of their high school as a keepsake. Mr. Duff stated that this year's cost for the graduating Class of 2027 is \$6,990.

Upon motion of Supervisor Rhudy, 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 \$1,400 per district to Personalized Drawings, for the purchase of high school renderings for the graduating Class of 2027.

CITIZEN COMMENTS – UNSCHEDULED

Chairman Presley opened the floor for any unscheduled citizen comments.

Mary Morgan – 733 Whitley Branch Road, North Tazewell, VA 24630

Ms. Morgan stated that her family has never had any issues living on Whitley Branch Road and they currently live in a 200-year-old home with no air conditioning or heating. Lately, we have had people shooting at our house and we have alerted local law enforcement, but never had a response, Ms. Morgan said. Ms. Morgan continued, last month the former Sheriff's house was broken into and two weeks ago another community member's house has been broken into. Ms. Morgan stated a man publicly urinated in her driveway facing her granddaughter. Ms. Morgan advised that she messaged Sheriff Hieatt, he said he was sorry that happened and he would send a patrol but I have yet to see any. Ms. Morgan explained that she doesn't feel safe in her home, they now close all windows, lock all of their doors and even lock the out buildings.

Supervisor Cruey advised he would reach out to Ms. Morgan, since it is a law enforcement issue.

Supervisor Presley called a second time for citizen comments. Hearing none, Supervisor Presley called a third and final time for unscheduled citizen comments.

Kristy Justus and Bruce Justus rose and asked to speak regarding the ATV Ordinance. Mr. Young advised that it was not time for comments on the ordinance yet. There was some discussion and the Chairman invited the Justus's to go ahead and speak.

Kristy Justus – 115 Bruce Lane, Tazewell, VA 24651

Ms. Justus spoke against the Ordinance.

Bruce Justus – 145 Bruce Lane, Tazewell, VA 24651

Mr. Justus questioned whether the ATV tourism would benefit the community? Mr. Justus asked if it would benefit the County to keep the tourism money local instead of sending the money to Welch and Buchanan Counties?

Supervisor Cruey replied that he represents the Northern District, which includes Pocahontas and if you purchase a Spearhead Trail permit you can ride on part of the roadway around the Pocahontas/Boissevain area.

Supervisor Presley called for any other unscheduled citizen comments.

BREAK

Upon the request of the County Administrator, the Chairman recessed for a quick bathroom break. **6:22 p.m.**

Returned from break. **6:31 p.m.**

The meeting was video broadcast live to Tazewell Middle School upon reconvening.

PUBLIC HEARINGS

Notice of Public Hearing to Amend and Merge SEC. 12-3 of the Tazewell County Code of Ordinances and to Amend Ordinance to Prohibit the use of ATV on Public Rights of Way in Burkes Garden

Chairman Chuck Presley read a prepared statement regarding the purposes of the Public Hearing along with the rules and that due to the anticipated volume of citizen comments, an additional location for the public will be held at Tazewell Middle School. Supervisor Presley advised all Notices regarding the change of location had been posted online, at the Courthouse and on the doors of the County Administration Building.

Supervisor Presley opened the floor for public comments either in person at the County Administration Building or over the phone. Hearing none, Supervisor Presley called a second time for public comments. With no response, Supervisor Presley called a third and final time for public comments.

Upon motion of Supervisor Cruey, seconded by Supervisor Rhudy 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 moves to recess the August 4, 2026 public meeting until August 4, 2026, at 6:30 p.m., or as soon as thereafter, as called to order by the Chair for the expressed purposes of relocating the Public Hearing from Tazewell County Board of Supervisors' meeting room, located at 197 Main Street, Tazewell, Virginia to the auditorium of the Tazewell Middle School, located at 367 Hope Street, Tazewell, Virginia and reconvene as soon as practical.

Upon motion of Supervisor Cruey, seconded by Supervisor Rhudy 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 moves that the remainder of the Public Hearing, including any subsequent board discussion, be conducted at said Tazewell Middle School auditorium and that upon the closure and conclusion thereof, the Board take a brief recess to reconvene and resume the remainder of the August 4, 2026 meeting at the Board of Supervisors' meeting room located at 197 Main Street, Tazewell, Virginia.

Upon motion of Supervisor Cruey, seconded by Supervisor Rhudy 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 moves to approve and authorize the County Administrator and Chairman to execute the Resolution No. 08-04-016 to which these motions apply.

Upon motion of Supervisor Rhudy, seconded by Supervisor Breeding 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 moves to recess the Board of Supervisors meeting and relocate to the auditorium of the Tazewell Middle School for purposes of the Public Hearing.

Recessed – Tazewell Middle School 6:35 p.m.

Reconvened - Chairman Presley called to order at 6:55 p.m.

PUBLIC HEARINGS

Notice of Public Hearing to Amend and Merge SEC. 12-3 of the Tazewell County Code of Ordinances and to Amend Ordinance to Prohibit the use of ATV on Public Rights of Way in Burkes Garden

Chairman Chuck Presley re-opened the Public Hearing for further comment.

County Attorney Aaron Gillespie notified the public that the County Administrator will call the names in order of the sign-up sheet and use a timer to limit each speaker to two (2) minutes.

Supervisor Presley called a second time for public comments.

Public Comments

Harold Heatley – 1420 Goose Creek Rd, North Tazewell, VA 24630

Spoke in opposition to ATV traffic on public roads in Tazewell County.

Stephen K – 801 Dogwood Road, Tazewell, VA 24651

Requested that ATVs not be allowed in residential areas or on private land.

Brenda McCormick – 148 Goose Creek Road, North Tazewell, VA 24630

Chose not to speak.

Jay Shott – 115 Travis Point Drive, Mooresville, NC 28117

Stated that the current Ordinance already covers this matter and the proposed Wolf Creek Lodge are not proposing an ATV resort.

Bill McDonald – 2147 Walnut Spring Road, Blacksburg, VA 24060

Opposed to ATVs in Tazewell County.

Connie Bailey – 2268 Virginia Avenue, Bluefield, Virginia 24605

Is in support of restricting ATV activity.

Sharon Dickenson – 164 Dickenson Lane, N. Tazewell, VA 24630

Does not want ATVs traveling on the roads.

Chris Myers and Donna Roberts – 589 Bourne Road, Tazewell, VA 24651

Chris Myers and Donna Roberts stated they created the Wayfarer because they love Tazewell. We love the farms and farmers, and the winding roads. They are our greatest competitive advantage. There are over 70 Air BnB's between Bluefield & Claypool Hill, people are already coming here. We don't have to choose between opportunity and our heritage; those goals don't compete with each other.

Chris Kiser – 313 Mill Road, Tazewell, VA 24651

ATVs do not need to be on the streets in Burkes Garden, there are no trails in Burkes Garden.

Beth Clemmons – 193 Rutherford Drive, N. Tazewell, VA 24630

People are moving in because of the County's beauty, peace and tranquility; with ATVs that will be lost.

Jodi White – 2554 Banks Ridge Road, Tazewell, VA 24651

Is in full support of an ATV ordinance in Tazewell County.

Michelle Perkins - 440 Round Mtn. Rd., Tazewell, VA 24651

Supports the proposed ordinance. I do not think ATVS should be allowed on public roads.

Liz Gentle - 211 Unity Rd., Bluefield, VA 24605

The County already has an ATV problem. It was once quiet, but now it is bombarded with the sound of ATVs and motorbikes. Trust me, you do not want this in your neighborhood.

Robert Hayes – Clearfork - ATVs have a sticker that says do not ride on the highway, we don't need them on the roads.

Blake Ray – Richlands - The County needs to do a better job of managing the laws and ordinances that are on the books currently. You need to make sure you are doing things for the right reason, manage what we have and don't do anything drastic.

Reese Bowen – I'm a farmer, livestock is nervous around four wheelers and don't like them. I don't think ATVs need to be on any of the county roads.

Kyle Kinser – 226 Pickett Hollow Road, Tazewell, VA – There is some money to be made with ATVs, but look at War and Welch do you see the prosperity? What are you going to do to enforce this, think about controlling it, before we talk about allowing them.

Melissa Lynch – 6172 Burkes Garden Rd., Tazewell, VA 24651

We need to protect our rural lifestyle. Burkes Garden has horse & buggies and cattle trucks. If the so-called project has nothing to do with ATVs, then there should be no concern.

Sharon Thomas – North Tazewell, VA –What is the future of Tazewell County's economy? Coal is gone; we don't have the infrastructure for manufacturing. We don't have the population to bring retail to Tazewell County. The only thing we have is tourism, so why not capitalize on it?

Administrator Young advised that all of the names have been called who signed up to speak.

Supervisor Presley made a third and final call for anyone who would like to speak either in person or over the phone.

Tom Carter – Bluefield, VA 24605 – I travel to Bluewell/Brushfork and they don't seem to have many problems. I do know we need some infrastructure, and economic growth in the county.

Tammy Nunley - I moved here just for the trails. We want to build businesses, but we don't have the revenue to do so and then the same people are going to complain when the property taxes go up.

Bill Bunch – I am against ATVs coming onto the roadway. Do they want to ride from Burkes Garden to the Spearhead? Then put your ATV on a trailer and drive to the Spearhead Trail and ride it!

Mary Martin; 13 years old, – One of my favorite things to do in Burkes Garden is ride my bike and I want be able to do that if there are ATVs on the roads. The Amish people ride on buggies and scooters in the community and also do not want ATVs on the roads.

Robert Walt – Tazewell County has value in tourism. Although, I travel through Burkes Garden and I see the buggies and children and scooters with nothing more than a flashlight, so ATVs are going to be a safety issue.

Luke Davis – Paint Lick – Do I believe that ATVs should be on every road? No I don't. Do I think Tazewell County needs to look forward to economic mobility. Absolutely.

Leland Vaughn – We've already got people all over the road on ATVs. They don't have tags, they don't have insurance and they ride around at night with no lights.

Larry Davison – 597 Main Street, Tazewell, VA. Look at tourism and see what you can do with Route 16. I hear all the time about all the people who have died on Back of the Dragon, but have you ever thought that we are bringing over 100,000 people to Tazewell County. We're in dire straits; we're on life support, when you look at our budget.

Carolyn Bowman – Beware of the people that you are bringing into the county. I have seen many wrecks on Route 52 going into Brushfork/Bluewell, ATVs ran into my parents' house drunk, no insurance and were unable to pay for anything.

Donna Pritchett – As a realtor, I can't name one person who has sold a piece of property to a person who came in on a motorcycle or ATV. We ask that you please take the heritage of our farming community into consideration.

Chairman Presley called a final time for anyone who would like to speak. Hearing none, the hearing was closed.

Supervisor Comments

Supervisor Plaster

Supervisor Plaster wished to thank everyone for coming out tonight, stating we truly have the best of anywhere in the world here in Tazewell County because of the people and the area's beauty. Supervisor Plaster mentioned it is the Board's job to prepare Tazewell County for the future and takes the responsibility seriously. Supervisor Plaster explained that the ordinance doesn't really do anything, it is already state law that ATVs cannot drive on any public road in Virginia. However, it does shut the door for future conversations, this ordinance says that Tazewell County is unwilling to change our mind on this, Mrs. Plaster stated. I think there is a place for everything, a place for ATVs, a place for farmland, I want the kids to have a place to be and I do not want to shut the door to any kind of tourism, but I don't think we need to do it this way, concluded Mrs. Plaster.

Supervisor Cruey

Supervisor Cruey invited Major Hankins with the Tazewell County Sheriff's Office to the mic to read the Code of Virginia's current ATV law.

Chief Deputy Jonathan Hankins

...No all-terrain vehicle (ATV) shall be operated on any public highway, or other public property, except as authorized by proper authorities to the extent necessary to cross a public highway by the most direct route or by law enforcement officers, firefighters or emergency medical service personnel responding to emergencies. By any person under the age of 16; except that children between the ages of 12 and 16, may operate all-terrain vehicles powered by engines of no more than 90 cubic centimeters displacement and children less than 12 years old may operate all-terrain vehicles powered by engines of no more than 70 cubic centimeters displacement. By any person, unless he or she is wearing a protective helmet of a type approved by the Superintendent of the State Police for use by motorcycle operators, on another person's property without the written consent of the owner of the property or as explicitly authorized by law with a passenger at any time unless such all-terrain vehicle is designed and equipped to be operated with more than one rider...

....(b) notwithstanding subsection (a); all-terrain vehicles may be operated on the highways in Buchanan County and Tazewell County, if the following conditions are met; such operation is approved by action of the Buchanan County Board of Supervisors for operation along the Pocahontas trail on Bill Young Mountain and across Virginia Route 635 in Buchanan County and approved by action of the Tazewell County Board of Supervisors for operation along the Pocahontas trail, in and between the Town of Pocahontas and Boissevain, across Virginia Routes 644, 663, 659, 627, 734 and 747 within the corporate limits of the Town of Pocahontas and Tazewell County and across the property of the Virginia Department of Corrections provided that permission is granted for such operation pursuant to Code 2.2-1150. Such all-terrain vehicles are operated in daylight hours on the highway for no more than one mile on off road trails to another. Signs have to be purchased and installed pursuant to this subsection as requested by the Board of Supervisors for such over the road operation and all-terrain vehicles. Operators must obey all rules of the road applicable to other motor vehicles, shall wear approved helmets and must wear appropriate clothing, and shall not operate at speeds no more than 25 mph. and the provisions in this section shall not apply to any all-terrain vehicle being used in conjunction with farming activities or members of the household are employers of the owner or lessee of the private property of which the all-terrain vehicle is operated...

Supervisor Cruey wished to thank everyone for coming out tonight, but as everyone just heard you cannot operate an ATV on the roadways in Virginia, except in certain areas and that is by state code. Mr. Cruey reminded the public that you need a permit to operate it in the specific areas of Tazewell County and there are already regulations in place. Mr. Cruey stated that this ordinance, in effect, says that the government is going to add more red tape where it might not be necessary and if not for the trail; we may not have a Dollar General or restaurants in Pocahontas. We are in the situation in this county where we need economic development and there is already a letter on record for the resort in Burkes Garden, making it clear that the resort proposal has no mention of ATVs, said Mr. Cruey.

Supervisor Cruey also requested that the letter from Henry Johnson; who was unable to attend, be made a part of the record.

The Chairman directed that it be made part of the record.

Dear Tazewell County Board of Supervisors,

Greetings in our Lord Jesus!

As a citizen of Tazewell County, I would like to express my opinion to you as a board regarding proposals to prohibit the development of tourism from the ATV sector.

One of the wonderful assets that Tazewell County has been blessed with is the breathtaking natural scenic beauty of our county! I believe that the tax base will be broadened by encouraging responsible and wholesome tourism like the ATV community coming to visit our county. As a taxpayer, I believe we need to promote this "industry" in our county. I believe that existing state laws regarding the use of public highways already protect the safety aspects of this issue.

I would be happy to sit down with you as individual members of the board to discuss this further. It is my prayer that we can foster wholesome industries in our county to see our economy grow so that our young people will have a better opportunity to stay in our beloved county and surrounding area, rather than having to move elsewhere to find gainful employment. I believe we can and ought to do all we can to see this tourism industry encouraged and developed in a responsible and careful manner, not stifled and denied by hyperbole and unfounded fear.

Please do not listen to those who would seek to stifle wholesome responsible tourism growth.

Thank you for your consideration.

Sincerely,

Henry E Johnson

Private citizen of Tazewell County for 47 years.

(for the board members, my contact information is: email hjtrinitypastor@gmail.com)

Supervisor Breeding

Supervisor Breeding wanted to thank everyone for attending and agreed that economic development is on everybody's mind. Mr. Breeding advised he was the chair for the RDA and recreation has always been a big issue, we have some beautiful scenery, but it doesn't really add a lot of jobs. This Ordinance pertains to ATV use in Burkes Garden, and yes there is state law, it is not to take away or make new, it is to reemphasize, said Mr. Breeding.

Supervisor Presley

Supervisor Presley explained that we need to separate the economic development with the proposal for Burkes Garden. Mr. Presley said he has seen some negative things on Facebook about Mr. Jay Shott and Supervisor Rhudy and they have both put a lot into Tazewell County; Mr. Rhudy has been very good for the Southern District and Mr. Shott has put a lot of money back into the community with his businesses and the Shott Foundation. As a business owner myself, we need to come up with a good plan for this and I believe that we all need to work together with each town and each district to not harm any citizens or businesses, Mr. Presley stated.

Supervisor Rhudy

Supervisor Rhudy explained he ran to represent the Southern District, but one thing we all need to learn to do is stick to the issue at hand and keep emotion out of it. Mr. Rhudy said he enjoyed seeing the trail system grow in the Northern District, but Burkes Garden, Thompson Valley and the Cove is a very different geographic area than the Northern District. Tonight, we are here to reemphasizing what already exists, we can be preemptive and say what we don't want in certain districts, Mr. Rhudy resolved.

Upon motion of Supervisor Rhudy, seconded by Supervisor Breeding and adopted by a vote of 3 to 2, with members Breeding, Presley and Rhudy voting 'aye' and members Cruey and Plaster voting 'nay', the Tazewell County Board of Supervisors adopts an Ordinance to Amend and Merge SEC. 12-3 of the Tazewell

County Code of Ordinances and to Amend Ordinance to Prohibit the use of ATV on Public Rights of Way in Burkes Garden, as advertised. A copy of which is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Recess – 8:47 p.m. to move back to the County Administration Building

Reconvened at the County Administration Building at 9:14 p.m.

EXECUTIVE/CLOSED MEETING – 9:15 pm

Upon motion of Supervisor Rhudy, seconded by Supervisor Breeding 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 Board enters into an Executive/Closed meeting and invites any other 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(3) Property disposition Boissevain
- ▶ A(3) Property acquisition in Cavitts Creek
- ▶ A(3) Property acquisition near Pocahontas
- ▶ A(29) Contract negotiations with American Water
- ▶ A(3) Tannersville property discussion
- ▶ A(1) Personnel in Fire Company / EMS (5)
- ▶ A(1) Personnel in IT (2)
- ▶ A(1) Personnel in Tourism
- ▶ A(1) Personnel in Economic Development
- ▶ A(1) Personnel in Administration
- ▶ A(1) County Administrator's Annual Evaluation
- ▶ A(29) Sheriff's Department and Tazewell County MOU with Town of Pocahontas

Supervisors Cruey and Plaster left during Executive Session, due to personal reasons.

RETURN/CERTIFICATION/REPORT OF ACTION – 10:52 pm

The Board of Supervisors returned to public session and County Attorney Aaron Gillespie 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: Three (3)

Nays: None (0)

Absent: Two (2)

Absent during vote: None (0)

Report of Action: Three (3)

ACTION FOLLOWING EXECUTIVE SESSION

County Administrator Eric Young advised that the following items were not discussed during Executive Session and will be deferred to the September 1, 2026, meeting: A(1) Personnel in Tourism, A(1) Personnel in Economic Development, A(1) Personnel in Administration and A(1) County Administrator's Annual Evaluation.

Personnel in IT Department

Upon motion of Supervisor Rhudy, seconded by Supervisor Breeding and adopted by a vote of 3 to 0, with Supervisors Plaster and Cruey being absent from the vote and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby moves to approve a contract with Xerox to provide IT network maintenance services for an amount not to exceed \$118,000 for the first year and \$108,000 for each year thereafter; that we eliminate the position of IT Network Architect for savings of \$117,000 per year; that we increase the compensation of IT Manager from \$66,503 to \$68,503 per year; and that we revise the job description of Assistant IT Network Architect to IT Network Administrator and increase the compensation for that position to Tier 5 and fix the compensation at \$68,000 annually effective immediately. A copy of which is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Contract negotiations with American Water

Upon motion of Supervisor Rhudy, seconded by Supervisor Breeding and adopted by a vote of 3 to 0, with Supervisors Plaster and Cruey being absent from the vote and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby moves to authorize the County Attorney to send the letter to American Water, the County Administration and the Public Service Authority as drafted. A copy of which is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

Property acquisition in Cavitts Creek

Upon motion of Supervisor Rhudy, seconded by Supervisor Breeding and adopted by a vote of 3 to 0, with Supervisors Plaster and Cruey being absent from the vote and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby moves to authorize the County Administrator to meet with and/or negotiate the potential purchase of Parcel Nos. 055A 0028A and 055A 0028B.

Sheriff's Department and Tazewell County MOU with Town of Pocahontas

Upon motion of Supervisor Breeding, seconded by Supervisor Presley and adopted by a vote of 2 to 0 to 1, with Supervisors Plaster and Cruey being absent from the vote and Supervisor Rhudy abstaining and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby

approves the MOU between the Town of Pocahontas, Tazewell County and the Tazewell County Sheriff's Office, subject to final legal review. A copy of which is available in the County Administration Office, 197 Main Street, Tazewell, Virginia 24651.

OTHER

County Administrator Young explained that the Finance Department has requested a Motion to transfer \$22,250.00 from the Tazewell County Sheriff's Office contingent grant account for FY27 to the Regional ENT grant account.

Upon motion of Supervisor Breeding, seconded by Supervisor Presley and adopted by a vote of 2 to 0 to 1, with Supervisors Plaster and Cruey being absent from the vote and Supervisor Rhudy abstaining and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves a transfer of \$22,250.00 from the Tazewell County Sheriff's Office contingent grant account for FY27 to the Regional ENT grant account.

BOARD CONCERNS

Supervisor Rhudy

Upon motion of Supervisor Rhudy, seconded by Supervisor Breeding and adopted by a vote of 3 to 0, with Supervisors Plaster and Cruey being absent from the vote and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves donating \$600 from the Southern, Western and Eastern District's discretionary fund to the Tazewell County Historical Society to assist with their utilities contingent upon their participation in a historical program overseen by Mr. Gillespie.

Supervisor Breeding

Upon motion of Supervisor Breeding, seconded by Supervisor Rhudy and adopted by a vote of 3 to 0, with Supervisors Plaster and Cruey being absent from the vote and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves donating \$2,500.00 from the Western District's fund to the Cedar Bluff Heritage Festival.

Supervisor Presley

Upon motion of Supervisor Presley, seconded by Supervisor Rhudy and adopted by a vote of 3 to 0, with Supervisors Plaster and Cruey being absent from the vote and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves donating \$250.00 from the Eastern District to the Hope House in Bluefield, Virginia.

ADJOURN @ 11:13 p.m.

Upon motion of Supervisor Rhudy, seconded by Supervisor Breeding and adopted by a vote of 3 to 0, with Supervisors Plaster and Cruey being absent from the vote and all others voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves to recess until Tuesday, September 1, 2026, at 4:00 p.m.

A copy teste:

Charles "Chuck" Presley Jr., Chairman

WARRANTS

September 2026

Payroll

Ordered that ADP direct deposits & warrants totaling \$370,558.21 from the General, covering net payroll, for the various County agencies, for the period ending July 30, 2026, be approved.

Ordered that ADP direct deposit & warrants \$534,997.54 from the General Fund, covering net payroll, for the various County agencies, for the period ending August 15, 2026 be approved.

Accounts Payable/Payroll Deductions

Ordered that Warrant Nos 511170-511271 and electronic transfers (ACH) totaling \$ 2,261,979.46 from the General, landfill Enterprise, Capital Outlay, Law Library, and CARES funds covering operating expenses for the various County agencies issued July 25, 2026 be approved.

Ordered that Warrant Nos 510990-510996 and electronic transfers (ACH) totaling \$505,127.39 from the General, covering payroll deductions for the various County agencies for the period ending July 31, 2026 be approved.

Ordered that Warrant Nos 511281-511354 and electronic transfers (ACH) totaling \$715,311.89 from the General, Landfill Enterprise, Capital Outlay, Law Library, and CARES funds covering operating expenses for the various County agencies issued August 10, 2026 be approved.

Ordered that Warrant Nos. 511465-511471 and electronic transfers (ACH) totaling \$197,105.56 from the General, covering payroll deductions for the various County agencies for the period August 15, 2026, be approved.

Handwritten

Ordered that Warrant No 511017 totaling \$880.00 from the General, Landfill Enterprise, Capital Outlay, and Law Library, covering operating expenses for the month of August 2026, be approved.

8-27-26 kls

PR Deduction	7/31/2026	Accounts Payable	7/25/26
AirMed	\$ 709.96	511272-51279	
Anthem	\$ 336,934.27	Checks	\$ 574,063.33 511170-511271
Col Life	\$ 5,320.08	ACH	\$ 1,651,963.81
YCMA	\$ 2,810.00	AEP VACor	\$ 36,943.30 511280
NRS	\$ 3,545.00	ADP	
NRS Roth	\$ 320.00	Voids	\$ (990.98)
VCU	\$ 2,807.00		\$ 2,261,979.46
Hyd Disability	\$ 897.31		\$ 353,343.62
VRS			
ICMA	\$ 13,362.73		
Taxes	\$ 137,419.25		
Garnishments	\$ 1,001.79		\$ 505,127.39

PR Deduction	08/15/26	Accounts Payable	08/10/26
Anthem	\$ 22,760.00	511465-511471	Checks \$ 467,016.44 511281-511354
Col Life	\$ 5,320.18		ACH \$ 217,983.40
			ADP \$ 5,081.26
YCMA			EO \$ 26,110.79 511355-511464
OL	\$ 2,630.37		Void Check \$ (880.00) 511017
NRS	\$ 3,620.00		
NRS Roth	\$ 345.00		\$ 715,311.89
VCU	\$ 1,855.00		
Hyd Disability	\$ 918.86		\$ 37,449.41
ICMA	\$ 13,577.46		
Taxes	\$ 145,070.35		
Garnishments	\$ 1,008.34		\$ 197,105.56

Handwritten Checks:

Ck #:	Amount:	Vendor:
802314	\$ 880.00	Coe, Kimberly

\$ -

Consent Calendar Items
September 1, 2026 Meeting

Source	Check #	Accounts	Amount	Description
Verizon	1110289488	31020-5230	\$114.16	Reimbursement – closed acct
VAcorp	13792	31020-6009	\$812.80	23 Ford Explorer damage from a lawnmower
A&P Trucking	19520	35600-3310	\$500.00	Donation for stove
CMCS	253725	31020-1150	\$1,233.65	Reimbursement for overtime for CITAC officers



Invoice # 10279

Appalachian Agency for Senior Citiz
P.O. Box 765
Cedar Bluff, VA 24609
(276) 964-4915

Bill To:

Tazewell County
197 Main Street
Tazewell, VA 24651
USA

Charge Code	Description	Quantity	Unit Price	Amount
T-LMCC-Taz	Public Transit Community College Local Match Tazewell County	0.00	0.00	\$6,424.25
				.

Payment Terms: Due Upon Receipt

Total: \$6,424.25

Please detach and return with payment

Customer ID:
TazewellCounty001

Customer Name:
Tazewell County

Invoice Date: 5/1/2026
Invoice ID: 10279
Invoice Total: \$6,424.25

**Make check or money order out to
Appalachian Agency for Senior Citizens.**

Please remit payment to:

Thank you!

Appalachian Agency for Senior Citizens
P.O. Box 765
Cedar Bluff, VA 24609

Upon motion of Supervisor Plaster, seconded by Supervisor Rhudy 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 moves to approve \$349 split evenly between the Western & Northwestern District to cover the remaining tax amount for Legacy Hospice.

Upon motion of Supervisor Plaster, seconded by Supervisor Cruey and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby moves to approve \$2500 from the Western District & \$2500 from the North Western District to Blackberry Winter for Rock the Clinch.

Supervisor Plaster inquired about the Opioid Committee, stating she knew of a few members who have since retired.

Administrator Young advised the Committee was an Ad Hoc committee and members can be replaced if needed. Mr. Young stated he would circulate a list of the current members for the Board's review.

Supervisor Plaster stated that the workforce development's ROPES program was just funded through the State with \$800,000 from their opioid fund.

Supervisor Plaster also wished to thank everyone who worked on the budget process; especially our local leaders, Will Moorefield in particular. The 2-million-dollar appropriation for the schools was life changing, Ms. Plaster stated.

Supervisor Cruey

Upon motion of Supervisor Cruey, seconded by Supervisor Breeding 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 moves to approve \$3,000 from the Northern Capital Improvement Fund to the Town of Pocahontas for their Pocy Paws spayed and neuter assistance program.

Supervisor Breeding

Supervisor Breeding explained that he is still working on the signage for the Industrial Park which is going to cost around \$20,000 and is just waiting on a few more people who have businesses in the park to respond.

Supervisor Rhudy

Upon motion of Supervisor Rhudy, 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 donating \$4,000.00 from the Southern District's Capital Fund to Tannersville Fire Department to pay for fireworks.

Upon motion of Supervisor Rhudy, 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 donating \$2,000.00 from the Southern District's Capital Fund to Burkes Garden Fire Department to pay for fireworks.

Supervisor Presley

Supervisor Presley wished to thank all of his fellow Board members stating they have been wonderful to work with and it's not always easy and he appreciates their hard work and dedication. Mr. Presley also wanted to

MEMO

Date: August 12, 2026
To: Arlene Matney, Finance Director
Tina Altizer, Accounting Manager
Stephanie Russell, Executive Assistant to the Board of Supervisors
From: Rebecca Brewster, Fire & EMS Services Administrative Assistant
Subject: Consent Calendar Request – VACORP Claim 0892026397899

Check number 728800 was recently received from VACORP related to insurance claim number 0892026397899 involving two Baptist Valley Volunteer Fire Department fire trucks that were both deemed as total losses. Please make a request to the Tazewell County Board of Supervisors at the Tuesday, September 1, 2026 Board of Supervisors meeting to transfer \$76,477.50 from the Contingent Expenditures and Grant Account 091050-7041 to the Fire Departments New Vehicle Purchase 32010-8105. Please see the attached documentation.

If you have any questions, please let me know.

Source: VACORP Claims
Department: Fire Departments - 32010
Check: 728800
To Account: 32010-8105 Fire Departments New Vehicle Purchase
Amount: \$76,477.50
Description: Auto Comprehensive Property Damage Claim# 0892026397899

Thank you,

Becky Brewster


Supervisor Approval



July 7, 2026

Tazewell County
Attn: Brittany Gillespie
197 Main St.
Tazewell, VA 24651

VA Association of Counties Group Self-Insurance Risk Pool
Participant: Tazewell County
Claim Number 0892026397899
Date of Loss: 1/16/2026

Good afternoon,

Enclosed please find a VAcorp property damage check in the amount of **\$76,477.50**. This check is for the payment of the 2022 Freightliner Fire Trucks VIN 2907 and 6319. This payment amount was determined by the NADA values from S&S Appraisal Services less the \$500 deductible for these vehicles.

If you should have any questions regarding this payment, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink that reads 'Cade Hanson'.

Cade Hanson
P&C Claims Associate
540-904-1693
chanson@riskprograms.com

Enclosure: Check

PINNACLE FINANCIAL PARTNERS

87-0863/0640

VOID AFTER 180 DAYS

VACORP CLAIMS

1819 Electric Rd., Suite C.
Roanoke, VA 24018
540-345-8500

PAY TO THE ORDER OF Seventy-Six Thousand Four Hundred Seventy-Seven and 50/100 Dollars***

DATE	CHECK NO.
08/05/2026	728800
AMOUNT	
\$ **76,477.50**	

TAZEWELL COUNTY

Sten L. Rawlings

[Signature]

**AUTHORIZED ACCOUNT SIGNER
TWO SIGNATURES REQUIRED OVER \$50,000**

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈ 728800⑈ ⑆053112039⑆800104634910⑈

REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Auto Comprehensive	7/7/2026	7/7/2026	Property damage check	\$76,477.50	\$76,477.50

Claim Number: 0892026397899 Payee: TAZEWELL COUNTY
Check Number: 728800 Total Check Amt: \$76,477.50 Event Date: 1/16/2026 Department: 089 Tazewell Date of Check: 8/5/2026
Check Memo: payment letter

Fire Dept

Tazewell County Engineering Department
Board of Supervisors Monthly Update
9-1-26

Landfill

New Cell Construction

The contractor has mobilized some equipment on site to start construction. I continue to go and inspect the site weekly. Once construction starts and picks up I will be onsite more often.

The Engineering department is currently comparing the tonnage to the remaining airspace daily. We are also checking the compaction rate monthly. As of this report we will still have enough available airspace to finish construction.

During the weekly construction call it was stated that the contractor is working on grading the floor. Liner should start being put in place the second week of September.

No scavenging signs have been ordered and received and we are working with Capital on the installation.

Operations

I have submitted the Draft Recycling Action Plan to DEQ for Review waiting to receive approval.

The 5 year Solid Waste Management Plan has been completed and approved by DEQ the next plan will be due in 2030

A third party Contractor has completed the work to remove the sitting water at the Thompson Valley Convenience Area. We have not received any complaints since the work was completed.

Jewell Ridge Convenience Area - We looked into fencing and determined that a fence would not keep a bear out unless it was electrified. We determined that this was not an option. Brad from my office has been working with Capital to see if we can find a distributor for Bear Proof Dumpsters. Brad has also been working with DWR to see if they can help us. DWR is going to reach out to other rural counties to see how they handle bears. I will update you as we make progress.

The Drilling of the Monitoring well at the old Animal Shelter has been drilled. One of the wells was approximately 200' the other was approximately 180' On one the shaft the driller did hit a cave during drilling (This is not uncommon at the landfill this has happened on a few wells. This did increase the quote of \$109,250 to \$113,181 which is an increase of \$3,931. The next step will be to purchase the pumps for the wells. I will keep you updated as the project moves forward.

Cedar Bluff Transfer Station

I have submitted the permit for the Cedar Bluff transfer Station. There are several steps that have to take place in order to get the permit.

I had to apply for a variance due to the dumpster being closer than 50' from the property line. Once the variance is reviewed and DEQ has tentatively approved the variance a 30 day public notice will need to be placed in the News paper. If there are no comments then we can receive the comments. I will need to double check and see if there needs to be a public hearing. (this is my first variance that I have applied for)

During this time period DEQ will tentatively review the permit but they will not fully review until the Variance is approved. Once the variance is approved DEQ will do a full review and provide comments on the application and I will address the comments. Then we will have to advertise the comments for another 30 days and have a public hearing on the request.

Once this is completed we can advertise for construction. Before we advertise for construction we will need a temporary location for the transfer station. This location will be for residential trash only. Contractors and the towns will need to go to the landfill to dump their waste.

Leachate Tank

The County has received the permit for the part A application with a variance for the location of the Tank. Part B of the permit has been submitted to DEQ. DEQ has reviewed the permit and sent back some comments. I am currently working with Scnoble to address the comments.

It is my understanding that the Cumberland Plateau Planning District has been submitted. I will update you once we have an update on the grant.

VDOT

The smart scale application has been submitted. As I get updates I will let you know.

At the time of this report I do not have the VDOT report. I will email you a copy of the VDOT report once I receive the report and I will bring hard copies to the board meeting.

Roads

Cemetery RD (Northern District) We have received complaints from Mr. Steltiner about when he brings a big truck onto the road the road is being torn up and would like the county to fix the road and widen the road.

Covington Rd. - It is part of the paving Schedule. Sections of the road will be paved and the culvert will be replaced

Shamrock , Sparrow , Songbird and Sparrow - There is an issue with some accounted for water. The Accounted water needs to be addressed before we can proceed.

Buckhorn St - A third party contractor has graded and placed 2 loads of stone on the road the cost for this was around \$3,900. Unfortunately shortly after this was done a Thunder came and washed some of the stone away. The road is still in better shape than it was. We are getting calls from the land owner who wants more work done. The orphan road budget is only \$30,00 dollars at this rate it will be out of funds by summer. I have reached out to a contractor to give a quote to put water bars on the road and do some ditching. We have done this before and lasted a little longer but it is only a temporary solution.

Tradewinds drive- The Legal Department is looking into the Right of Way.

Paving for the paving schedule is ongoing

Safe Streets for all Grant

The safe streets study grant closure paperwork has been submitted.

The implementation portion of the Grant was submitted on 5/26/26

IT Department

Mark Proffitt has retired and we have signed the management contract with Xerox.

Richlands School Drainage project

The second structure has been installed and the contractor is working on the pond. We are aware of the flooding that is continuing to happen. We are monitoring the situation and are working with RES to help prevent this.

Other Items

The sink hole repairs at the airport are currently on hold till funding for the project is determined.

The corrective action for the Erosion and Sediment Control program has been closed.

TAZEWELL COUNTY BOARD OF SUPERVISORS
NOTICE OF PUBLIC HEARING FOR AN
ORDINANCE TO APPROVE A BONUS FOR EMPLOYEES OF THE
TAZEWELL COUNTY DEPARTMENT OF SOCIAL SERVICES

PLEASE TAKE NOTICE that the Tazewell County Board of Supervisors will hold a public hearing on September 1, 2026 at 6:30 p.m., or as soon thereafter as may be heard at the Tazewell County Administration Building, 197 Main Street Tazewell, Virginia 24651, that in accordance with Section 15.2-1508 of the Code of Virginia, and hereby gives notice of its intent to consider adopting an Ordinance to Approve a Bonus for Employees of the Tazewell County Department of Social Services. 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 276-385-1200. 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 1ST DAY OF SEPTEMBER, 2026, FOLLOWING A PUBLIC HEARING BEFORE THE BOARD HELD ON THE 1ST DAY OF SEPTEMBER, 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.: 25-011

Date: Sept. 1, 2026

**AN ORDINANCE TO APPROVE A BONUS FOR EMPLOYEES OF THE
TAZEWELL COUNTY DEPARTMENT OF SOCIAL SERVICES**

WHEREAS, funding for the employees of the Tazewell County Department of Social Services (hereafter, "DSS") is paid approximately eighty-four percent (84.5%) by the Commonwealth of Virginia and approximately fifteen percent (15.5%) by the Tazewell County Board of Supervisors (hereafter, "the Board");

WHEREAS, the Virginia Department of Social Services has announced a one-time bonus that would supplement the pay of all local full-time DSS employees by two percent (2%) of salary, subject to a partial match by the Board;

WHEREAS, the Executive Director of DSS has requested that the Board award such one-time bonus of two percent (2%) of salary to all seventy-nine (79) of its full-time employees, amounting to a total of Seventy-One Thousand, Nine Hundred Eighty-Four Dollars and Four Cents (\$71,984.04);

WHEREAS, of the above-stated sum, Sixty Thousand, Eight Hundred Twenty-Six Dollars and Fifty-One Cents (\$60,826.51) shall be provided from the Commonwealth of Virginia, and Eleven Thousand, One Hundred Fifty-Seven Dollars and Fifty-Three Cents (\$11,157.53) shall be provided from the Board;

WHEREAS, the Board recognizes the exceptional caliber of work undertaken by employees of DSS;

WHEREAS, the Board concurs with the request of the Executive Director of DSS and thereby desires to provide a one-time bonus of two percent (2%) of salary to all seventy-nine (79) of its full-time employees, amounting to a total of Seventy-One Thousand, Nine Hundred Eighty-Four Dollars and Four Cents (\$71,984.04); and

WHEREAS, Section 15.2-1508 of the Code of Virginia (1950), as amended, states that the governing body of any locality may provide for payment of monetary bonuses to its officers and employees, and that any such payment of a bonus shall be authorized by *Ordinance*;

NOW THEREFORE, be it **ORDAINED** that the Board does hereby authorize and direct the Tazewell County Administrator and Tazewell County Director of Finance to award a one-time bonus of two percent (2%) of salary to all seventy-nine (79) of its full-time employees, amounting to a total of Seventy-One Thousand, Nine Hundred Eighty-Four Dollars and Four Cents (\$71,984.04); of which Sixty Thousand, Eight Hundred Twenty-Six Dollars and Fifty-One Cents (\$60,826.51) shall be provided from the Commonwealth of Virginia, and Eleven Thousand, One Hundred Fifty-Seven Dollars and Fifty-Three Cents (\$11,157.53) shall be provided from the Board.

Be it **FURTHER ORDAINED** that such funding from the Board shall be paid from the Contingency Account.

It is so **ORDAINED** this 1st day of September, 2026.

RECORDED VOTE:

MEMBERS PRESENT:

MEMBERS ABSENT:

AYES:

NAYS:

ABSTENTIONS:

ATTEST:

Chuck Presley
Chairman – Board of Supervisors

C. Eric Young
Tazewell County Administrator

TAZEWELL COUNTY BOARD OF SUPERVISORS
NOTICE OF PUBLIC HEARING TO ENACT ORDINANCE PURSUANT
TO VIRGINIA CODE SECTION 10.1-1424.3 et seq.

PLEASE TAKE NOTICE that the Tazewell County Board of Supervisors will hold a public hearing on SEPTEMBER 1st, 2026, at 6:40 p.m., or as soon thereafter as may be heard at the Tazewell County Administration Building, 197 Main Street Tazewell, Virginia 24651, in accordance with Title 10.1, Subtitle II, Chapter 14 of the Code of Virginia (1950), as amended, to hear public comments on a proposed ordinance for the Tazewell County Code of Ordinances for Polystyrene Exemptions. A complete copy of the 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 276-385-1200. 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, IN THE TOWN OF TAZEWELL, VIRGINIA, AFTER A PUBLIC HEARING WAS HELD, ON THE 1st DAY OF SEPTEMBER, 2026, THE FOLLOWING ORDINANCE WAS ADOPTED, UPON A MOTION AND SECOND:

Ordinance No.: 26-09-06

Date: September 1, 2026

AN ORDINANCE ESTABLISHING A PROCESS FOR CONSIDERING EXEMPTION REQUESTS FROM THE EXPANDED POLYSTYRENE FOOD SERVICE CONTAINER BAN PURSUANT TO VIRGINIA CODE ANN. § 10.1-1424.3.

WHEREAS, the Tazewell County Board of Supervisors held a public hearing to receive input and public comment concerning the proposed ordinance on September 1, 2026 at 6:40 p.m.;

WHEREAS, the General Assembly of Virginia has enacted Virginia Code Ann. § 10.1-1424.3, which prohibits food vendors from dispensing prepared food to customers in expanded polystyrene food service containers;

WHEREAS, Virginia Code § 10.1-1424.3(B) authorizes localities to grant exemptions from the expanded polystyrene ban to food vendors that demonstrate that the said vendor has no reasonable alternative to the expanded polystyrene food service containers in use and compliance with any such ban would cause a significant economic hardship;

WHEREAS, the Tazewell County Board of Supervisors is vested with authority to adopt measures to secure and promote the health, safety, and general welfare of county inhabitants that are not inconsistent with the general laws of the Commonwealth;

WHEREAS, the Tazewell County Board of Supervisors has the same powers and authority as the councils of cities and towns by virtue of the Constitution of the Commonwealth of Virginia and acts of the General Assembly;

WHEREAS, the Board of Supervisors deems it necessary and appropriate to establish a process for considering exemption requests from food vendors seeking relief from the requirements of Virginia Code § 10.1-1424.3(A);

WHEREAS, the establishment of clear standards and procedures for evaluating exemption requests will ensure fair and consistent treatment of food vendors while promoting environmental objectives;

NOW, THEREFORE, BE IT ORDAINED AND RECORDED by the Tazewell County Board of Supervisors as follows:

[NEW ORDINANCE BELOW]

Tazewell County Code of Ordinances

Chapter 17 – Solid Waste

Article VI. – Polystyrene Food Service Container Ban Exemption.

Sec. 17-174. Title. An Ordinance Establishing A Process For Considering Exemption Requests From The Expanded Polystyrene Food Service Container Ban Pursuant to Virginia Code Ann. § 10.1-1424.3.

Sec. 17-175. Exemption Application from Expanded Polystyrene Food Service Container Ban.

- A. Effective Date.** This Ordinance shall be in effect as of the date and time of its adoption by the Board of Supervisors of Tazewell County, Virginia.
- B. Purpose and Authority.** This section establishes procedures and standards for the Tazewell County Board of Supervisors to consider exemption requests

from food vendors seeking relief from the prohibition on dispensing prepared food in expanded polystyrene food service containers as set forth in Virginia Code § 10.1-1424.3(A). This ordinance is enacted pursuant to the authority granted in Virginia Code § 10.1-1424.3(B).

C. **Definitions.** For purposes of this section, the following terms shall have the meanings ascribed to them:

1. "Expanded polystyrene food service container" means a container made from blown polystyrene (extruded foam polystyrene) and expanded or extruded foam that is not wholly encapsulated or encased within a more durable material and that is used for selling or providing prepared food.
2. "Food vendor" means a restaurant or any retail food establishment that provides prepared food for public consumption on or off its premises, and includes but is not limited to restaurants, delicatessens, coffee shops, convenience stores, grocery stores, and food trucks.
3. "Prepared food" means food or beverages prepared for consumption on the food vendor's premises, using any cooking or food preparation technique, and that are served to or purchased by a customer in a ready-to-consume state. "Prepared food" does not include any raw, uncooked meat product or raw, uncooked eggs.
4. "Undue economic hardship" means a situation in which (i) a food vendor has no reasonable alternative to the expanded polystyrene food service containers in use by that food vendor and (ii) compliance with Virginia Code § 10.1-1424.3(A) would cause significant economic hardship to that food vendor.

D. **Eligibility to Apply.** Any food vendor located within Tazewell County may request an exemption from the provisions of Virginia Code § 10.1-1424.3(A).

E. **Application Requirements.** A vendor must supply an application in the following manner:

1. A food vendor seeking an exemption shall submit a written application to the County Attorney's Office of Tazewell County, Virginia on a form provided by the County. The Form is attached hereto as Exhibit 1 and incorporated herein by reference as if set forth verbatim. The application shall include:
 - a. The name, business address, telephone number, and email address of the food vendor;
 - b. The name and contact information for the owner or authorized representative of the food vendor;
 - c. A description of the food vendor's business operations, including the type of prepared food sold and annual gross revenues;

- d. A detailed statement explaining why the food vendor has no reasonable alternative to expanded polystyrene food service containers currently in use, including:
 - i. A description of the specific expanded polystyrene food service containers currently used;
 - ii. Documentation of efforts made to identify and obtain alternative containers;
 - iii. An explanation of why each identified alternative is not reasonable for the food vendor's operations;
 - e. A detailed financial analysis demonstrating that compliance with Virginia Code § 10.1-1424.3(A) would cause significant economic hardship to the food vendor, including:
 - i. Current costs associated with expanded polystyrene food service containers;
 - ii. Projected costs of alternative containers;
 - iii. Impact of increased costs on the food vendor's financial condition, including profit margins, cash flow, and ability to remain in business;
 - iv. Supporting financial documentation, including tax returns, profit and loss statements, balance sheets, and vendor quotes for alternative containers covering at least the most recent period of operations;
 - f. Any other information the food vendor believes is relevant to the exemption request; and
 - g. A signed certification by the owner or authorized representative that all information provided is true and accurate to the best of their knowledge.
2. The application shall be accompanied by an application fee of \$25.00 to defray the County's administrative costs in processing the exemption request.

Sec. 17-176. Review Procedure.

- A. Upon receipt of a complete application, the County Attorney's Office, inclusive of the County Attorney and any Staff or designee, shall review the application for completeness and may request additional information from the applicant within fourteen (14) days of receipt.
- B. The County Attorney shall prepare a written report evaluating the application and making a recommendation to the Board of Supervisors within twenty-one (21) days of receiving a complete application.

- C. Upon completion of the aforementioned written report, the County Attorney shall request the Board of Supervisors to place the exemption request on the agenda of a regular or special meeting.
- D. The Board of Supervisors shall provide notice of its consideration of the exemption request by posting notice on the County's website at least seven days prior to the meeting.
- E. The food vendor or its authorized representative may appear before the Board of Supervisors to present information in support of the exemption request.

Sec. 17-177. Standards for Consideration.

The Board of Supervisors may grant an exemption only if the food vendor demonstrates to the satisfaction of the Board that compliance with Virginia Code § 10.1-1424.3(A) would impose an undue economic hardship on the food vendor. In evaluating whether an undue economic hardship exists, the Board shall consider:

- A. Whether the food vendor has no reasonable alternative to the expanded polystyrene food service containers in use, including consideration of:
 - 1. The availability of alternative containers in the marketplace;
 - 2. Whether alternative containers are suitable for the type of prepared food sold by the food vendor, considering factors such as temperature retention, durability, and prevention of leakage or spillage;
 - 3. Whether the food vendor has made good-faith efforts to identify and obtain alternative containers;
 - 4. Whether modifications to the food vendor's operations or menu could eliminate the need for expanded polystyrene food service containers;
 - 5. Whether compliance with Virginia Code § 10.1-1424.3(A) would cause significant economic hardship to the food vendor, including consideration of:
 - 6. The incremental cost of alternative containers compared to expanded polystyrene food service containers;
 - 7. The food vendor's current financial condition, including profitability, cash flow, and debt obligations;
 - 8. The impact of increased container costs on the food vendor's ability to remain in business or maintain current employment levels;
 - 9. The food vendor's ability to absorb increased costs or pass them on to customers without significant loss of business;
 - 10. Any unique circumstances affecting the food vendor's operations or financial condition; and,
 - 11. Any other factors the Board deems relevant to determining whether an undue economic hardship exists.

Sec. 17-178. Decision.

- A. The Board of Supervisors shall, by resolution, grant or deny the exemption request at the meeting at which the request is considered or at a subsequent meeting within thirty (30) days.
- B. The decision shall be based on the standards set forth in subsection F of this section and the statutory definition of undue economic hardship in Virginia Code § 10.1-1424.3(B).
- C. The Board's resolution shall include written findings supporting its decision, including specific findings as to whether the food vendor has demonstrated:
 - 1. That the food vendor has no reasonable alternative to the expanded polystyrene food service containers in use; and
 - 2. That compliance with Virginia Code § 10.1-1424.3(A) would cause significant economic hardship to the food vendor.
- D. The County Attorney's Office shall provide written notice of the Board's decision to the food vendor within seven (7) days of the Board's action.

Sec. 17-179. Duration and Renewal.

- A. Any exemption granted under this section shall be for a period not to exceed one year from the date of the exemption.
- B. A food vendor granted an exemption may reapply to the Board of Supervisors before the expiration of the exemption. The reapplication shall follow the same procedures and meet the same standards as an initial application.
- C. The Board of Supervisors may grant an additional exemption not to exceed one year for each reapplication if the food vendor demonstrates a continuing undue economic hardship at the time of reapplication to the satisfaction of the Board.
- D. There is no limit on the number of times a food vendor may reapply for an exemption, provided that each application demonstrates continuing undue economic hardship.

Sec. 17-180. Conditions.

The Board of Supervisors may, but is not required to, impose reasonable conditions on any exemption granted under this section, including but not limited to:

- A. Requiring the food vendor to continue efforts to identify and transition to alternative containers;

- B. Requiring the food vendor to submit periodic progress reports on efforts to identify alternatives or reduce reliance on expanded polystyrene food service containers;
- C. Any other condition the Board deems appropriate to further the purposes of Virginia Code § 10.1-1424.3 while addressing the food vendor's demonstrated hardship.

Failure to comply with any condition imposed by the Board shall be grounds for revocation of the exemption.

Sec. 17-181. Modification and Revocation.

- A. The Board of Supervisors may modify or revoke an exemption granted under this section at any time upon a finding that:
 - 1. The food vendor has failed to comply with any condition imposed on the exemption;
 - 2. The food vendor provided false or misleading information in its application;
 - 3. There has been a material change in circumstances such that the food vendor no longer faces an undue economic hardship; or
 - 4. Reasonable alternatives to expanded polystyrene food service containers have become available to the food vendor.
- B. Before modifying or revoking an exemption, the Board shall provide the food vendor with written notice of the proposed action and the grounds therefor, and shall provide the food vendor an opportunity to be heard at a meeting of the Board.
- C. Any modification or revocation shall be by resolution of the Board and shall include written findings supporting the action.

Sec. 17-182. Recordkeeping. The Tazewell County Attorney's Office shall maintain a record of all exemption applications, the Board's decisions, any conditions imposed, and any modifications or revocations. Records of exemption applications and decisions shall be public records subject to disclosure under the Virginia Freedom of Information Act, except for financial information, trade secrets, or other information that is exempt from disclosure under applicable law.

Sec. 17-183. Relationship to State Law.

- A. Nothing in this section shall be construed to exempt any food vendor from the requirements of Virginia Code § 10.1-1424.3(A) except to the extent an exemption is expressly granted by the Board of Supervisors pursuant to the authority in Virginia Code § 10.1-1424.3(B).

- B. Any exemption granted under this section applies only within Tazewell County and does not affect the food vendor's obligations under Virginia Code § 10.1-1424.3 in other localities.
- C. Any applicant under this ordinance, whether a person or entity, that violates any provision of this Ordinance, upon such finding of the circuit court, shall be assessed a civil penalty of \$50.00 for each day of such violation. Any civil penalty assessed pursuant to this section in a civil action brought by Tazewell County shall be paid to the Treasurer of Tazewell County, Virginia.

[END OF ORDINANCE]

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

ATTEST:

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

C. Eric Young
Tazewell County Administrator

RECORDED VOTE:

MEMBERS PRESENT:

MEMBERS ABSENT:

AYES:

NAYS:

ABSTENTIONS:

CONSULTING SERVICES AGREEMENT

Project Name CFPF-25-06-54 BOTTOM ROAD FLOODPLAIN RESTORATION & GREEN SINK PROJECT (“**Project**”)
Project Location TAZEWELL COUNTY, VA
Proposal No. and Date CFPF-25-06-54

CUSTOMER

Name of Entity: Tazewell County (“**Customer**”)
Authorized Contact Person: C. Eric Young, Esq.
Address: 197 Main Street Tazewell, Virginia 24651
Phone Number: (276) 385-1208
Fax Number:
Address Billing to: Aaron Gillespie (aaron.gillespie@tazewell.org)
Special Instructions: Monthly invoices with work summary

TERMS AND CONDITIONS

1. **Scope of Services.** HGS, LLC (“**RES**”) shall perform the services described on Exhibit 1 attached hereto (collectively, the “**Services**”). RES and Customer may each be referred to individually as “**Party**” or collectively as “**Parties**”. The Parties may agree in writing to amend Exhibit 1 from time to time. If any provision of an Exhibit is inconsistent or conflicts with any provision of this Consulting Services Agreement (“**Agreement**”), the terms of the Exhibit shall control.

2. **Term.** The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall continue until the date upon which the Services are completed by RES, unless sooner terminated by either Party pursuant to Section 3.

3. **Termination.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”) in the event the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party fails to commence curing such breach after receipt of written notice of such breach and thereafter fails to diligently continue curing such breach, subject to any Force Majeure Event (as defined in Section 13(a)) in which case the applicable cure period shall be tolled until the Force Majeure Event has subsided. Upon expiration or earlier termination of this Agreement, Customer shall pay RES for (i) all Services satisfactorily performed prior to the effective date of termination, including any milestone payments, and (ii) all costs, including court costs, any attorney’s or expert’s fees, incurred by RES prior to, and up to, the effective date of termination. The rights and obligations of the Parties set forth in this Section 3 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

4. **Payment to RES.** Customer shall pay to RES the amounts set forth on Exhibit 2 attached hereto, which amounts shall become fully due and payable within thirty (30) days from the date of an invoice submitted to Customer. Customer shall be responsible for all administrative expenses and attorney’s fees incurred by RES to collect the amounts due RES under this Agreement. Timely payment of RES’ invoices shall be a condition precedent to any claim against RES and failure to timely pay any invoice shall constitute a waiver of any and all claims against RES, including, but not limited to, those related to the Services described in this Agreement. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

5. **RES Responsibilities.** RES shall: (a) furnish Customer the agreed-upon written reports and supporting documents generated by RES (“**Work Product**”) for Customer’s exclusive internal use and reliance and for regulatory submittal in connection with the Project or Services, but in no circumstances shall any Work Product be distributed to any third parties without RES’ prior written consent; (b) review documents furnished by Customer and other third party participants (“**Participants**”) relating to the Services; and (c) not be required to ascertain that the documents of Customer or any Participants are accurate or complete or free from errors or omissions or in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

6. **Customer Responsibilities.** Customer shall: (a) timely respond to any requests from RES for additional instructions, information, or approvals required by RES; (b) provide reasonable access to Customer’s premises, employees, contractors, and equipment as required to enable RES to provide the Services, including the right to access any property applicable to the Services to be performed (the “**Property**”); (c) disclose any known hazards at the Property and shall be solely responsible for known hazards and other working conditions on the Property, including security and safety of all persons on the Property during performance of the Services, and compliance with safety requirements and OSHA regulations, understanding that in no event shall RES be responsible for job or site safety or security or be responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Customer or third parties; (d) take all steps necessary, including fully cooperating with RES in obtaining any required licenses, permits, or consents; and (e), upon request from RES, provide a certificate of insurance evidencing compliance with Section 9.

7. **RES Warranties.** RES warrants that it shall perform the Services: (a) in accordance with the terms and subject to the conditions set out in this Agreement; and (b) using that degree of required skill and care ordinarily exercised under similar conditions by reputable members of RES’ profession practicing in the same or similar locality at the time the Services are performed. Customer’s sole and exclusive remedy for breach of the warranties set forth in this Section 7 shall be to have RES promptly commence cure of any such breach; provided, that if such breach is incapable of cure, or with respect to a material breach capable of cure, RES fails to commence cure of such breach after receipt of written notice from Customer, or thereafter fails to continue curing such breach with diligence, Customer may, at its option, terminate this Agreement in accordance

with Section 3. The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days following completion of the Services by RES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED FOR IN THIS SECTION 7, RES MAKES NO OTHER ORAL OR WRITTEN WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE, AND ALL OTHER ORAL OR WRITTEN WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED.

8. LIMITATION OF LIABILITIES.

(a) IN NO EVENT SHALL RES, ITS AFFILIATES, OR SUBCONTRACTORS, ITS OR THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (“**RES GROUP**”), BE RESPONSIBLE OR LIABLE TO CUSTOMER, ANY PARTICIPANTS, OR TO ANY THIRD PARTY, FOR ANY CLAIMS OR LOSSES, INCLUDING, BUT NOT LIMITED TO, THOSE RELATED TO BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE, ERRORS OR OMISSIONS, ARISING OUT OF THIS AGREEMENT WHICH EXCEED THE AGGREGATE OF THE TOTAL FEES PAID BY CUSTOMER TO RES PURSUANT TO THIS AGREEMENT.

(b) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY, A PARTICIPANT, OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, BUSINESS OPPORTUNITY, OR DIMINUTION IN VALUE, LOSS OF FACILITIES OR FACILITIES DOWNTIME, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT RES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9. Insurance. Both Parties shall, during the Term of this Agreement, obtain and maintain the following minimum types and limits of insurance: (i) commercial general liability insurance with coverage limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) worker’s compensation insurance as required by applicable law; (iii) commercial automobile liability insurance, for vehicles used in connection with the performance of the Services, whether owned, leased, or hired, with limits no less than \$1,000,000, combined single limit per occurrence; and (iv) if RES is supplying engineering and/or design services, professional liability insurance with limits no less than \$1,000,000, combined single limit per occurrence, including errors and omissions. All insurance policies of a Party, excluding workers’ compensation and professional liability, shall name the other Party as an additional insured but only to the extent of those liabilities assumed by a Party under this Agreement, and shall be primary and non-contributory to any insurance otherwise carried in the name of and/or for the benefit of the other Party. Each Party shall require its insurer to waive all rights of recovery from or subrogation against the other Party.

10. Confidentiality. From time to time during the Term of this Agreement, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of the Disclosing Party, including, but not limited to, any reports, plans, drawings, specifications, calculations, maps, surveys, plats, blueprints, sketches, notes, data, and samples of Disclosing Party (“**Confidential Information**”). The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information and not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s employees who need to know the Confidential Information to perform its obligations under this Agreement.

11. Subcontractors. RES, at its sole cost and expense, may subcontract, delegate, or otherwise engage the services of any third-party contractor or subcontractor (each, a “**Subcontractor**”) to perform all or any portion of the Services.

12. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all Work Product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of RES in the course of performing the Services (collectively, the “**Deliverables**”) shall be owned by RES. RES hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

13. Miscellaneous.

(a) Force Majeure. Except for the payment of monetary amounts due pursuant to Section 4 hereof, any delay or failure of either Party to perform its obligations under this Agreement shall be excused to the extent that the delay or failure was caused directly by an event beyond such Party’s reasonable control, without such Party’s fault or negligence, and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable, which events may include natural disasters, floods, fires, or explosions, strikes, riots, acts of God, diseases, epidemics, pandemics, including the Covid-19 pandemic, or quarantines, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, national, or regional, or local emergencies, governmental shutdowns or disturbances, or adverse determinations from any governing authority (each, a “**Force Majeure Event**”). In addition, RES may cancel the Project or Services performed in connection therewith, without liability, if such cancellation is (i) recommended or required by any recognized governmental or regulatory body or non-governmental organization having at least a city-wide reputation for protecting public health and welfare, or (ii), in the judgment of RES, required to protect the health and well-being of any employees, officers, directors, agents, or representatives of RES. The Party alleging a Force Majeure Event shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure

Event, and the anticipated duration of such Force Majeure Event. The Party affected by a Force Majeure Event shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement.

(b) Amendments. This Agreement may not be changed, amended, or modified except by an instrument in writing signed by all Parties.

(c) Governing Law. This Agreement shall be governed by and construed under the laws of the state in which the Services are performed.

(d) Counterparts; Execution. This Agreement may be signed by facsimile signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement is duly authorized to sign this Agreement.

(e) Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth on their signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this Section).

(f) Severability; Waiver; Entire Agreement. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. This Agreement (including any schedule, exhibits, or amendments) embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the provision of the Services.

(g) No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement

(h) Assignment; Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. The foregoing restriction shall not be deemed to prohibit (i) the assignment or transfer of this Agreement by either Party to (A) any third party that controls, is controlled by, or is under common control with, the assigning Party, or (B) any purchaser of all, or substantially all, of the assets of the assigning Party, as long as, in each case, the assignee agrees to assume all obligations of the assigning Party hereunder, or (ii) the pledge or collateral assignment of this Agreement, or any rights and/or remedies hereunder, by any Party to its primary lender(s) as collateral for such Party's obligations under any secured credit facility.

(i) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(j) Equal Opportunity Clause. To the extent not exempt, Customer and RES will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or status as a qualified individual with a disability. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or status as a qualified individual with a disability. To the extent not exempt, Customer and RES will also comply with the requirements of 29 CFR Part 471, Appendix A.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, RES has executed this Agreement effective as of the _____ day of _____ 202_ (the “Effective Date”).

RES:

HGS, LLC, a Virginia Limited Liability Company

By: _____
Name: Rick Atkinson
Title: General Manager, Mid-Atlantic _____

Address:

____ 101 S 15th St Suite 104 _____
____ Richmond, VA 23219 _____

Attn: ____ Rick Atkinson _____
Email: ____ ratkinson@res.us _____

With copies of all notices to:

c/o Resource Environmental Solutions, LLC
6575 West Loop South, Suite 300
Bellaire, Texas 77401
Attn: Legal Department
Email: contracting@res.us

IN WITNESS WHEREOF, Customer has executed this Agreement effective as of the Effective Date.

CUSTOMER:

By: _____
Name: C. Eric Young _____
Title: Tazewell County Administrator _____

Address:

_____ 197 Main Street _____
_____ Tazewell, VA 24651 _____

Attn: _____ C. Eric Young _____
Email: _____ eric.young@tazewellcounty.org _____

With copies of all notices to

Chase D. Collins, Esq.
Tazewell County Attorney's Office
197 Main Street
Tazewell, VA 24651
Email: chase.collins@tazewellcounty.org

EXHIBIT 1

SERVICES

1. **Services.**

TASK 1: PROJECT MANAGEMENT

Project management services will be provided throughout the project development to facilitate and coordinate progress, coordination, and invoicing activities. These efforts include, but are not limited to, the following efforts.

- General Client Coordination and Collaboration
- Subcontractor Coordination Management
- Monthly Invoicing and Progress Reporting
- Internal Team Management
- QA/QC Management
- Recurring External Project Progress Meetings

Deliverables: Consultant contract, project management plan, list of stakeholders, and engagement plan

Payment: Time and Materials Not to Exceed \$26,880.00

TASK 2: TOPOGRAPHIC AND UTILITY SURVEY

A topographic survey will be prepared to detail the stream and floodplain conditions along the project area and create detailed topographic surface for the project area. Additionally, tree survey of the project area will be completed to document the forest stand that may be potentially impacted and mitigated under post project conditions. All roads, road crossings, and utilities will be surveyed with the project area. Survey work will also include an easement boundary survey for the proposed project area.

Deliverables: Topographic survey with 0.5' contour interval with utilities and structures within project area. Trees and limits of the Waters of the US will also be included as part of the survey.

Payment: Time and Materials Not to Exceed \$44,015.00

TASK 3: GEOTECHNICAL INVESTIGATION

Geotechnical boring profiles will be taken in area of proposed excavation work to document understand subsurface conditions including depths of bedrock, soil characteristics, and groundwater depths.

Deliverables: Soil profiles will be cored within the project area to understand the texture profile with bedrock and groundwater locations and depths.

Payment: Time and Materials Not to Exceed \$50,160.00

TASK 4: 30% CONCEPT PLANS

Construction documents will be prepared using a 30%–60%–100% design process to allow for collaboration and feedback with the County, Town, and project stakeholders during design development. This phase of the project includes design services up to 30% design which provides an overview of design development and the drawings and supporting documentation that will be provided at each milestone. A preliminary design report (PDR) will be prepared along with the 30% plans and submitted for review and approval prior to advancing the project to the 60% Design/Permit phase. The PDR will contain documentation, illustrations, maps, details, and photographs concerning the 30% preliminary design. The PDR will also document field methodologies and channel discharge determination, schematic areas of stabilizations and landscaping, present an assessment of current conditions and suspected problems, estimate of BFE and floodplain/floodway revisions, preliminary road crossing structures, and outline the proposed design solutions, and recommendations.

Deliverables: Conceptual design plan set based on 2D model results. The concept plan set will be reviewed by County and stakeholders to ensure the plans meet the objectives of the project. These plans will serve as the blueprint for the 60% permit plan set and final construction plans.

Payment: Time and Materials Not to Exceed \$48,664.10

TASK 5: DESIGN HYDROLOGY AND HYDRAULICS

Hydrology models for the Clinch River stream reach around the Bottom and Raven Road areas were developed in the *Bottom Road Flood Study (CFPF-24-04-61)* and will serve as the base hydrologic model that will be expanded upon with a more detailed HEC-HMS and rain on grid hydrology models specific to the project area. A 2-D HEC-RAS model was developed in the Bottom Road Flood Study for the Clinch River stream reach around the project area. The model will be refined with crossing structure and topographic survey data along the project reach. A post project condition model of the project area will be developed to evaluate the flow inundation and shear stresses and velocities for the 1-, 2-, and 10-year storm events and water surface elevations (WSELs) for the 100-year storm event. Modeling of the post project conditions will be used to validate the detailed design plan to assess long-term stability of shear stresses, velocities and velocity vectors within the project area.

A design report that includes background information, methodologies, analysis and detailed design discussions will be prepared to provide details on site assessments and analysis with a particular focus on the project area. Project goals will be established for the project area and document how each goal will be obtained by the post project design. The design report will contain the following sections: Executive Summary, Introduction, Watershed Context, Detailed Site Assessments, Hydrology and Hydraulic (1D/2D) Modeling, Alternative Analysis, Restoration and Uplift Opportunity Identification, Design Approach and Methods, and References.

Deliverables: Hydrology and hydraulics report with 2D model results.

Payment: Time and Materials Not to Exceed \$35,500.00

TASK 6: BRIDGE STRUCTURAL DESIGN

Structural design plans and specifications will be prepared for the proposed roadway structures to be planned or repaired to implement the proposed project. For the bypass channel to created a portion of Kirby Road will be removed and replaced by a bridge/culvert structure to allow flood waters to enter the green sink area. The crossing structure will be designed for the traffic loads that will access this road. The design specifications will be prepared in accordance with VDOT, AASHTO, and FHWA guidelines.

Deliverables: Bridge and culvert design plans for inlet crossing at Kirby Road and outlet crossing at Daw Road to be included as part of the VDOT permit application.

Payment: Time and Materials Not to Exceed \$38,440.00

TASK 7: 60% DESIGN AND PERMIT PLANS

60 percent design documents to be used for the permit applications. RES will attend and facilitate a project review meeting to discuss comments and provide written responses documenting how comments will be addressed in the 100-percent deliverable. The review meeting is intended to provide an opportunity for the review agencies to meet and talk directly with the design team regarding design comments and concerns.

Deliverables: Design plan set to be included as part of the local, VDOT, FEMA, and Regulatory permit applications.

Payment: Time and Materials Not to Exceed \$56,080.00

TASK 8: LOCAL PERMITTING

Erosion and sediment control (E&SC), grading, and drainage plans, notes, details and documentation will be prepared for the post project activities to obtain required for the County, Soil Conservation District (SCD), and DEQ review and approval. As required, a grading permit application with supporting documentation necessary for review and approval. All review comments will be addressed, and final plans will be produced for approval and signatures.

Deliverables: Erosion Sediment Control and Stormwater permit application.

Payment: Time and Materials Not to Exceed \$62,190.00

TASK 9: VDOT PERMITTING

VDOT permits shall be prepared and submitted in compliance with VDOT Road and Bridge Standards and Specifications for approval of the installation of a bridge or other span structure at the inlet of the Green Sink Project.

Deliverables: VDOT permit application for inlet crossing at Kirby Road and outlet crossing at Daw Road.

Payment: Time and Materials Not to Exceed \$62,190.00

TASK 10: FEMA PERMITTING

FEMA Floodplain Permits will be prepared and submitted to ensure that the post-project conditions within the Special Flood Hazard Area (SFHA) comply with the National Flood Insurance Program (NFIP) and local floodplain management ordinances. Applications will be submitted to the local floodplain administrator for community acknowledgement of the proposed base flood elevations (BFE's) and floodway and floodplain limit revisions, using forms provided by the community. A conditional letter of map revision (CLOMR) application will be prepared and submitted to FEMA for approval of the revised BFE's and floodplain/floodway mapped limits.

Deliverables: FEMA CLOMR permit application.

Payment: Time and Materials Not to Exceed \$79,820.00

TASK 11: REGULATORY PERMITTING

A Joint (USACE/DEQ) Federal/State Permit Application will be prepared for the jurisdictional Waters of the US impacts associated with construction of the Bottom Road floodplain restoration. The regulatory permitting task will include the Waters of the US delineation and confirmation. The JPA submittal will include the following: Wetland Delineation Memo; Summary of Wetland and Waters of the U.S. Impacts; JPA Application with 8 ½" x 11" impact area plates; and Avoidance/Minimization Analysis describing measures taken to reduce impacts during design of the project. Coordination and comment response will be provided for the DEQ and USACE JPA package comments throughout the permit approval process.

Deliverables: Joint (USACE/DEQ) Federal/State Permit Application

Payment: Time and Materials Not to Exceed \$74,960.00

TASK 12: FINAL CONSTRUCTION PLANS

Construction Documents (i.e., 100 Percent Design) based on the 60 percent design milestone comments shall be prepared for final bidding plans, specifications, bid schedule, and cost estimate for construction.

Deliverables: Final construction plan set for construction bids.

Payment: Time and Materials Not to Exceed \$69,280.00

2. Project Schedule.

Task #	Task Description	Payment Amount (Not to Exceed)	Estimated Schedule
1	PROJECT MANAGEMENT	\$26,880.00	Ongoing
2	TOPOGRAPHIC AND UTILITY SURVEY	\$44,015.00	120 days from contract execution
3	GEOTECHNICAL INVESTIGATION	\$50,160.00	120 days from contract execution
4	30% CONCEPT PLANS	\$48,664.10	6 months from contract execution
5	DESIGN HYDROLOGY AND HYDRAULICS	\$35,500.00	6 months from contract execution
6	60% BRIDGE STRUCTURAL DESIGN (	\$38,440.00	10 months from contract execution
7	60% DESIGN AND PERMIT PLANS	\$56,080.00	10 months from contract execution
8	LOCAL PERMITTING	\$62,190.00	Begins 10 months from contract execution Complete 2 years from contract execution
9	VDOT PERMITTING	\$62,190.00	Begins 10 months from contract execution Complete 2 years from contract execution

10	FEMA PERMITTING	\$79,820.00	Begins 12 months from contract execution Complete 2 years from contract execution
11	REGULATORY PERMITTING	\$74,960.00	Begins 10 months from contract execution Complete 2 years from contract execution
12	FINAL CONSTRUCTION PLANS	\$69,280.00	2 years from contract execution
	Total	\$648,179.10	

3. **Project Documentation.**

Customer has provided to RES the following Work Product, documentation, plans, specifications, or other materials relating to the Services:

BOTTOM ROAD PROJECT PROPOSAL
BOTTOM ROAD FLOOD STUDY

EXHIBIT 2

COMPENSATION

1. **PAYMENT.**

Customer shall pay to RES the following amount(s):

- [X] Time and Materials Basis, not to exceed [\$648,179.10], and pursuant to the Schedule of Time and Material Rates attached to this Agreement.

2. **REIMBURSABLE EXPENSES.**

Customer shall pay to RES the following reimbursable expenses:

NONE

3. **INVOICING.**

RES shall invoice Customer on a monthly basis according to the invoicing procedures set forth in Section 4 of the Agreement.

4. **ADDITIONAL PAYMENT TERMS.**

Service Provider shall pay properly invoiced, undisputed amounts within forty-five (45) days of receiving the monthly invoice, subject to retainage or withholdings permitted by the Agreement.

5. SCHEDULE OF TIME AND MATERIAL RATES

BILL RATE	
Generic Role	Bill rate
Administrative Staff	\$ 120
Assistant Project Manager	\$ 111
CDL Operator	\$ 103
Construction Superintendent I	\$ 113
Construction Superintendent II	\$ 151
Construction Superintendent III	\$ 190
Construction Supervisor	\$ 94
Director	\$ 293
EHS&S II	\$ 142
Engineer I	\$ 124
Engineer II	\$ 150
Engineer III	\$ 199
Engineer IV	\$ 247
Estimator	\$ 123
GIS-CAD I	\$ 126
GIS-CAD II	\$ 148
GIS-CAD III	\$ 203
Laborer I	\$ 54
Laborer II	\$ 67
Land Representative I	\$ 133
Land Representative II	\$ 156
Land Representative III	\$ 189
Land Representative IV	\$ 215
Nursery Manager I	\$ 116
Nursery staff	\$ 64
Operations Manager	\$ 149
Operations Manager Sr	\$ 222
Operator I	\$ 74
Operator II	\$ 94
Project Manager I	\$ 131
Project Manager II	\$ 156
Project Manager III	\$ 192
Project Manager IV	\$ 240
Project Manager SR	\$ 313
Regulatory Manager	\$ 248
Regulatory Specialist I	\$ 112
Regulatory Specialist II	\$ 138
Regulatory Specialist III	\$ 167
Restoration Designer I	\$ 124
Restoration Designer II	\$ 148
Restoration Designer III	\$ 173
Restoration Manager	\$ 128
Restoration Supervisor	\$ 88
Restoration Technician I	\$ 61
Scientist-Ecologist I	\$ 98
Scientist-Ecologist II	\$ 120
Scientist-Ecologist III	\$ 147
Scientist-Ecologist IV	\$ 187
Scientist-Ecologist V	\$ 231
Shop Technician I	\$ 99
Survey Technician	\$ 86
Surveyor SR	\$ 217



Norfolk Southern Railway Company
Real Estate Department
650 W. Peachtree Street, NW
Atlanta, GA 30308

Date: 7/31/2026

TAZEWELL COUNTY BOARD OF SUPERVISOR
197 MAIN STREET
TAZEWELL, VA 24651

Re: Private Crossing Agreement – Notice of License Fee Adjustment
Crossing Location: [Bishop, VA]
Sales Order Number: 4372

Dear Crossing User:

Norfolk Southern Railway Company (NSRC) has retained GFT Infrastructure, Inc. ("GFT") to assist with the review and administration of its private crossing agreements. GFT is serving as NSRC's representative in connection with updates to existing agreements.

Our records reflect that you are a party to a valid Private Crossing Agreement with NSRC, which requires you to maintain specified insurance coverage and to pay an annual license fee, currently in the amount of \$300.00.

Following further review and reevaluation of the previously quoted annual private crossing fee, NSRC has determined that a revised annual crossing fee is appropriate. Accordingly, effective with your next annual billing cycle on 9/27/2026, **the annual license fee for your private crossing will be revised and set at \$500.00 per year.**

Beginning on that date (the "Adjustment Date"), and on each anniversary thereafter, the annual license fee shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. On each Adjustment Date, the base rental shall be adjusted by multiplying the annual fee payable under this Agreement at the Annual Fee Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index, and the denominator of which fraction is the Base Index. The amount so determined shall be the Annual fee payable under the Agreement beginning on the applicable Adjustment Date and until the next Adjustment Date (if any). Railway reserves the right to implement a reasonable increase as conditions warrant. Billing or

acceptance by Railway of any licensing fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as provided herein.

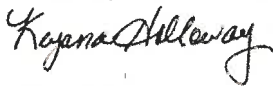
Please acknowledge receipt of this letter and confirm your desire to continue using the private crossing by signing and dating below (with name and title, as applicable) and returning a scanned or electronically signed copy to GFT at **NS.XingUpdates@GFTinc.com**.

If you no longer use or require this crossing and wish to discontinue the agreement and annual license fee, please indicate below that you elect to proceed with the crossing closure process, and we will coordinate next steps with you.

GFT's team is here to address any questions you have about these changes.

Send documents and questions to: NS.XingUpdates@gtinc.com

Sincerely,



Keyana Holloway
Group Manager, Real Estate
Norfolk Southern Railway Company

Acknowledgment and Election

☒ The undersigned acknowledges receipt of this Notice and confirms its desire to continue using the private crossing under the terms outlined above.

☐ The undersigned no longer requires use of the private crossing and requests to proceed with the crossing closure process.

Name: C. Eric Young

Title (if applicable): County Administrator

Company (if applicable): Tazewell County BAS

Signature: 

Date: 10/11/2020

Tazewell Community Foundation

August 15, 2026

Tazewell County Board of Supervisors
197 Main St.
Tazewell, VA 24651

Dear Board Members:

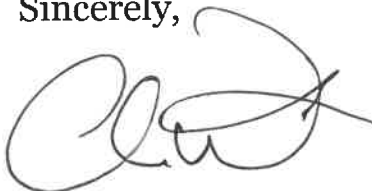
We want to express our deepest appreciation for your help and consideration. Your partnership has allowed us to create a wonderful new medical clinic there on Market St., a great addition to the health and well-being of our community.

Your financial contribution to our capital campaign helped us to kick off construction and set a precedent for others to follow. Other donors would eventually follow your lead.

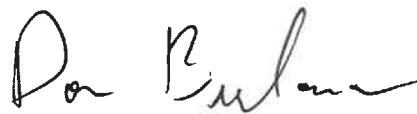
Your latest contribution of allowing us to remain tax-exempt from real estate taxes is another financial boost for us. Every dollar we can save is a dollar that we pass on to other partners that make our community strong and healthy.

Thank you for all that you do. We appreciate you more than you know.

Sincerely,



Chris Wearmouth
Chairman



Don Buchanan
Vice- Chairman

Tazewell County Wireless Services Authority					
Customer Transition Grant Program Applications					
Name	Mailing Address	Physical Address	Phone	Date Received	Area
Bowen, George	2376 Maiden Springs Rd Tazewell, VA 24651	2376 Maiden Springs Rd Tazewell, VA 24651	(276) 971-1029	7/23/2026	Cove
Bowen, Rees T	9587 Wardell Rd Pounding Mill, VA 24637	9587 Wardell Rd Pounding Mill, VA 24637	(276) 964-1680	7/23/2026	Cove
Bowen, James Thomas	20736 Rabbit Hill Rd Abingdon, VA 24211	1935 Maiden Springs Rd Tazewell, VA 24651	(276) 238-7669	7/27/2026	Cove
Cunningham, John E	1914 Maiden Springs Rd, Tazewell, VA 24651-9246	1914 Maiden Springs Rd, Tazewell, VA 24651-9246	(276) 970-0701	7/31/2026	Cove
Bell, Cinton	1987 Cove Road Tazewell, VA 24651	1987 Cove Road Tazewell, VA 24651	(276) 988-3476	8/3/2026	Cove

**INVITATION FOR BIDS
TAZEWELL COUNTY COMPETITIVE BIDS FROM
QUALIFIED MANUFACTURERS/CONTRACTORS - 2026**

The Tazewell County Board of Supervisors are accepting sealed bids from qualified manufacturers/contractors to construct, deliver, and place between 1 to 6 prefabricated A-Frame style recreational cabins. All structures must meet or exceed the build standards and structural specifications. Please read the following specifications and instructions carefully which are outlined below:

1. MINIMUM STRUCTURAL & EXTERIOR SPECIFICATIONS

- **Footprint & Layout:**
 - Exterior dimensions of 11' x 14' enclosed living area (150 sq. ft. total footprint).
 - 4' integrated front porch included.
- **Roof Profile & Framing:**
 - A-Frame roof design with a 12/12 roof pitch.
- **Wall Construction:**
 - Solid 4" x 6" Kiln-Dried Eastern White Pine timber logs.
 - Continuous insulation strips installed between every course.
- **Exterior Finish:**
 - Protective exterior log stain applied (Color: Natural Oak or Owner-approved equal).
- **Roofing Materials:**
 - 26-gauge textured metal roof with a minimum 40-year warranty (Color TBD by Owner).
- **Insulation Standard:**
 - Rigid Styrofoam Blueboard Insulation Integrated in both floor and roof assemblies.
- **Windows & Doors:**
 - Windows: Insulated double-pane aluminum windows (Bronze finish, horizontal sliding).
 - Entry Door: Full-view, out-swing fiberglass entrance door in Bronze finish with integrated blinds.
 - Security: Commercial-grade deadbolt lock system.

2. ELECTRICAL & UTILITY REQUIREMENTS

- **Service Panel:** 30 Amp exterior electrical panel box mounted on the back right corner.
- **Electrical Capacity:** Minimum 50A 220V total interior service.
- **Connection Power:** Each unit must include a 25-foot, 50A 220V heavy-duty exterior extension connection cord.
- **Fixtures & Receptacles:**
 - Exterior porch light fixture.
 - Weatherproof exterior GFI outlet on porch.
- **Appliances:** Black appliance package included per unit.

3. INTERIOR LAYOUT & FURNISHINGS

Each unit must be delivered fully furnished with the following built-in or freestanding items:

- **Sleeping Accommodations:** Single bed frame/mattress and Double bed frame/mattress layout.
- **Seating/Lounge:** Convertible full-size futon.
- **Kitchenette Area:** Kitchenette bar unit with matching barstool set.
- **Storage/Fixtures:** Live-edge wooden nightstand wall shelf.
- **Window Coverings:** Complete custom-fit interior window blind set.

4. DELIVERY, SITE LOGISTICS & WARRANTY

- **Delivery Target Window:** Estimated delivery between Nov. 1, 2026 - Dec. 31, 2026.
- **Delivery & Offloading:** Bidder must include all freight and offloading charges to the site address in North Tazewell, VA.
- **Owner Responsibilities:** Owner will handle site grading, pad preparation, drive access, and final hookups.
- **Warranty Requirement:** Minimum 1-year comprehensive manufacturer defect warranty starting from the date of final delivery and placement.

INSTRUCTIONS

Bid packets will only be accepted from businesses who have attended the pre-bid conference, which will be held **Friday, September 4, 2026 at 1:00 PM** at the County Administration Building, located at 197 Main Street, Tazewell, VA 24651.

- (1) Bidders must show proof of a minimum insurance policy of One Million Dollars (\$1,000,000.00).
- (2) Bidders must submit a bid for all locations listed, which will be used to determine the overall bid price. The contract will be awarded based upon overall responsiveness to the bid and bid price.
- (3) Bids are due, without exception, on **Tuesday, September 8, 2026 at 4:00 PM**.
- (4) Bids will be opened and reviewed on **Friday, September 11, 2026 at 1:00 PM**.
- (5) Online bids will be accepted by email, addressed to Dave White at dave.white@tazewellcounty.org. However, submission of one (1) bid packet as listed below shall be mandatory, which condition is material to the bid.
- (6) The bid should clearly be marked on the outside envelope "Bid for Cabin Project for Lake Witten" and sent to the County Administration Building, located at 197 Main Street, Tazewell, VA 24651.
- (7) *Without exception*, bids delivered after the due date and time will not be accepted.
- (8) Tazewell County reserves the right to reject all bids; waive informalities; and accept the bid that is in the best interests of Tazewell County.

Should you have any questions, please contact Dave White at (276) 245-2390
or dave.white@tazewellcounty.org.

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

BLUEFIELD DAILY TELEGRAPH

928 Bluefield Ave., Bluefield, WV 24701
Phone: 304-327-2801 Toll Free: 800-753-2459 • Fax: 304-327-0433
www.bdtonline.com

Affidavit of Publication

STATE OF WEST VIRGINIA COUNTY OF MERCER,

I, Teresa Jeffery, of the Bluefield Daily Telegraph, a daily newspaper published in the City of Bluefield, Mercer, West Virginia, do certify that the notice attached hereto under the caption;

BIDS - MANUFACTURERS/CONT

was published in the said Bluefield Daily Telegraph
2 time(s) on the following day(s), namely
08/18/2026 08/25/2026

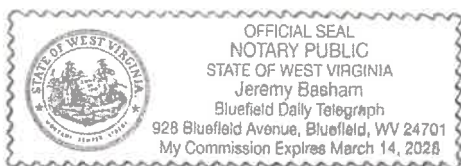
Publication Fee: \$ 401.99

Signed: Tera Jeffery

Subscribed and sworn to before me this day
08/25/2026

My commission expires: March 14 2028

Notary Public: Jeremy Basham



AD# 212459

INVITATION FOR BIDS
TAZEWELL COUNTY COMPETITIVE BIDS FROM
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 - **Security:** Commercial-grade deadbolt lock system.

2. ELECTRICAL & UTILITY REQUIREMENTS

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Should you have any questions, please contact Dave White at **(276) 245-2390** or dave.white@tazewellcounty.org.

Per order of Tazewell County Board of Supervisors

By: Aaron M. Gillespie, County Attorney

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

07-01-2026 6-30-2030

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)

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

Caleb Perkins – Four year terms not two year terms 6/5/26

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
PO Box 54
Richlands, Virginia 24641
276-964-4162
j.boyd2@roadrunner.com

(Fills unexpired term)

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.

ENTERPRISE ZONE COMMITTEE

ESTABLISHED April 5, 2016

(One (1) YEAR TERM)

Eastern District

Kyle Cruvey (citizen) RESIGNED 6/2/26 07-01-2025 06-30-2026

Western District

Tom Lester 07-01-2026 06-30-2027
194 E. Hillcrest
Cedar Bluff, VA 24609

Southern District

Allen Neal 07-01-2026 06-30-2027
757 Industry Road
N. Tazewell, VA 24630
276-970-1305

Northwestern District

Curt Breeding 07-01-2026 06-30-2027
PO Box 494
Richlands, VA 24641
276-971-7416

Northern District

Ann Robinson 07-01-2025 06-30-2026
PO Box 11
Falls Mills, VA 24613
304-887-2421

Chuck Presley 07-01-2026 06-30-2027
40 College Drive
Bluefield, VA 24605
(Board Member)

"Upon motion of Supervisor Stacy, seconded by Supervisor Asbury and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby appoints the following individuals to serve as members of the Enterprise Zone Committee. The Enterprise Zone Committee will study the additions/deletions of properties in the County's Enterprise Zone." (April 5, 2016)

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

lgdamato04@gmail.com

Beth Clemons

07-01-2026 06-30-2027

P.O. Box 244
Tazewell, VA 24651
(276) 970-0134

(Filled the unexpired term of Beth Takach)

EASTERN

Denver Riffe
492 Pebblestone Drive
Falls Mills, VA 24613

07-01-2026 06-30-2028

(replaced the expired term of Lee Riffe)

Jeff Disibbio

07-01-2026 06-30-2027

1200 Heatherwood Road
Bluefield, WV 24701

NORTHERN

Nadja Brodesser
P.O. Box 381
Pocahontas, VA 24635
304-910-0518

07-01-2026 06-30-2028

Warren Hinkle

07-01-2024 06-30-2026

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

WESTERN

Larhonda Lindsey
2037 Cedar Valley Drive
Cedar Bluff, VA 24609

(Replaced the unexpired term of Sarah Romeo)

07-01-2026 06-30-2028

Jamie Tuggle
P.O. Box 258
Cedar Bluff, VA 24609
276-202-9992

07-01-2026 06-30-2027

NORTHWESTERN

Rod Cury
215 Tazewell Avenue
Richlands, VA 24641
(fills unexpired term of Rick Wood)

07-01-2026 06-30-2028

Keshia Cole
118 Coleman Lane
Tazewell, VA 24651
276-971-5338

07-01-2024 06-30-2026

****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 Hieatt
569 Peery Addition Road
Tazewell, Virginia 24651
(Reappointed 6-25-26)

07-01-2026 06-30-2029

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

Randy Ann Davis
3122 Freestone Valley Road
Tannersville, VA 24377

07-01-2026 06-30-2030

NORTHERN

Kyle Cruvey
8629 Dry Fork Rd.
North Tazewell, VA 24630
kyle.cruvey@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